

**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)
)	
)	Re: Docket No. 260, 451

**CERTIFICATION OF COUNSEL
REGARDING ORDER AUTHORIZING THE RETENTION AND
EMPLOYMENT OF SELENDY GAY PLLC AS COUNSEL TO THE
DEBTORS AT THE DIRECTION OF THE SPECIAL COMMITTEE
OF MARELLI HOLDINGS CO., LTD., EFFECTIVE AS OF JUNE 11, 2025**

The undersigned proposed counsel for the above-captioned debtors and debtors in possession (the “Debtors”) hereby certifies that:

1. On July 11, 2025, the Debtors filed the *Debtors’ Application for Entry of an Order Authorizing the Retention and Employment of Selendy Gay PLLC as Counsel to the Debtors at the Direction of the Special Committee of Marelli Holdings Co., Ltd., Effective as of June 11, 2025* [Docket No. 260] (the “Application”).

2. On July 31, 2025, the Debtors filed the *Supplemental Declaration of Kelley A. Cornish in Support of the Debtors’ Application for Entry of an Order Authorizing the Retention and Employment of Selendy Gay LLC as Counsel to the Debtors at the Direction of the Special Committee of Marelli Holdings Co., Ltd., Effective as of June 11, 2025* [Docket No. 451] (the “Supplemental Declaration”).

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.



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3. Pursuant to the notice of the Application, objections to entry of an order granting the Application were due no later than **July 31, 2025 at 4:00 p.m. (prevailing Eastern Time)**.

4. The Debtors received informal comments from the Office of the United States Trustee (the “U.S. Trustee”) with respect to the relief requested in the Application.

5. Attached hereto as **Exhibit A** is a proposed form of order granting the Application (the “Proposed Order”), which incorporates comments from the U.S. Trustee. The U.S. Trustee does not object to entry of the Proposed Order.

6. Attached hereto as **Exhibit B** is a redline of the Proposed Order, showing changes from the proposed order attached to the Application.

7. The Debtors respectfully request entry of the Proposed Order at the Court’s earliest convenience.

Dated: August 1, 2025
Wilmington, Delaware

/s/ Laura Davis Jones

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-and-

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*Proposed Co-Counsel for the Debtors
and Debtors in Possession*

*Proposed Co-Counsel for the Debtors
and Debtors in Possession*

Exhibit A

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

In re:)	
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MARELLI AUTOMOTIVE LIGHTING USA LLC,)	Case No. 25-11034 (CTG)
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Debtors.)	(Jointly Administered)
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**ORDER AUTHORIZING THE RETENTION
AND EMPLOYMENT OF SELENDY GAY PLLC AS COUNSEL TO
THE DEBTORS AT THE DIRECTION OF THE SPECIAL COMMITTEE
OF MARELLI HOLDINGS CO., LTD., EFFECTIVE AS OF JUNE 11, 2025**

Upon the application² (the “Application”) of the debtors and debtors in possession (the “Debtors”) for entry of an order (this “Order”) authorizing the retention and employment of Selendy Gay PLCC (“Selendy Gay” or the “Firm”) as counsel to the Debtors at the direction of the Special Committee of the board of directors of Marelli Holdings Co., Ltd. (the “Special Committee”), as more fully set forth in the Application; and upon the Cornish Declaration and the Meltzer Declaration; and this Court being satisfied, based on the representations made in the Application and at the Hearing, that Selendy Gay is “disinterested” as such term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, and as required under section 327(a) of the Bankruptcy Code; and that Selendy Gay represents no interest adverse to the Debtors’ estates with respect to the matters upon which it is to be engaged and upon all of the

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² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application or the Engagement Letter, as applicable.

proceedings had before this Court; 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 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 after due deliberation and sufficient cause appearing therefor, it is **HEREBY ORDERED THAT:**

1. Pursuant to sections 327(a), 330, and 1107 of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, Local Rules 2014-1 and 2016-1, the Debtors, at the direction of the Special Committee, are authorized to employ and retain Selendy Gay as their counsel in these chapter 11 cases, effective June 11, 2025, on the terms and conditions set forth in the Application and the Engagement Letter attached hereto as **Exhibit 1**, as modified by this Order.

2. Selendy Gay is authorized to render professional services to the Debtors, at the direction of the Special Committee, as described in the Application. Specifically, but without limitation, Selendy Gay will render the following services, among others: (a) evaluating and negotiating the Restructuring Transactions and any other strategic, restructuring, financing and/or sale transaction or series of transactions relating to these chapter 11 cases, (b) conducting investigations and analyses sufficient to advise the Special Committee regarding the Restructuring Transactions and other Matters in these chapter 11 cases, and (c) services for the Special Committee including, but not limited to, fact investigation, legal research, briefing, argument, discovery, negotiation, litigation, participation in meetings of the Debtors' board of directors and other applicable committees thereof, appearances and participation in hearings, and communications and meetings with parties in interest, in each case as it relates to these chapter 11 cases, and (d) performing all other necessary or requested services provided for in the Engagement Letter or in connection with the Special Committee's role in these chapter 11 cases.

3. Selendy Gay shall apply for compensation of professional services and reimbursement of expenses incurred in connection with these chapter 11 cases in compliance with sections 330 and 331 of the Bankruptcy Code and the applicable provisions of the Bankruptcy Rules, the Local Rules, and any applicable orders of this Court. Selendy Gay shall use reasonable efforts to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the U.S. Trustee Guidelines in connection with the Application and any fee applications to be filed by Selendy Gay in these chapter 11 cases. Notwithstanding anything to the contrary in the Application, the Engagement Letter, or the Declarations attached to the Application, the reimbursement provisions allowing the

reimbursement of fees and expenses incurred in connection with participating in, preparing for, or responding to any action, claim, suit, or proceeding brought by or against any party that relates to the legal services provided under the Engagement Letter and fees for defending any objection to Selendy Gay's fee applications under the Bankruptcy Code are not approved.

4. Selendy Gay shall use its best efforts to avoid any duplication of services provided by any of the Debtors' other Company Advisors in these chapter 11 cases.

5. Selendy Gay shall provide ten days' notice to the Debtors, the U.S. Trustee, and any official committee appointed in these chapter 11 cases prior to the implementation of any increases in the rates set forth in the Application and shall file such notice with the Court.

6. All billings shall be recorded in increments of 0.1 of an hour.

7. To the extent the Application, the Cornish Declaration, or the Meltzer Declaration are inconsistent with this Order, the terms of this Order shall govern.

8. The Debtors and Selendy Gay are authorized to take all action necessary to carry out this Order.

9. Selendy Gay will review its files periodically during the pendency of these chapter 11 cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, Selendy Gay will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

10. Notice of the Application as provided therein shall be deemed good and sufficient notice of the Application, and the Local Rules are satisfied by the contents of the Application.

11. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

12. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Exhibit 1

Engagement Letter

Kelley Cornish
Managing Partner
212.390.9016
kcornish@selendygay.com

May 27, 2025

STRICTLY CONFIDENTIAL
ATTORNEY-CLIENT PRIVILEGED MATERIAL

Marelli Holdings Co., Ltd.
c/o Roger Meltzer, Stefan M. Selig and Noburu
Yamamoto
Directors
2-19-4 Miyahara-cho
Kita-ku, Saitama City
Saitama, 331-0812 Japan

Re: Engagement as Counsel

Dear Messrs. Meltzer, Selig and Yamamoto,

We are pleased to confirm that, at the direction of the Special Committee (defined below), Marelli Holdings Co., Ltd. and its direct and indirect subsidiaries (collectively, the “Client,” the “Company,” “you,” or “your”) have retained Selendy Gay PLLC (“Selendy Gay,” “we,” “our,” or “us”) as their counsel (i) acting at the direction of the special committee (the “Special Committee”) of Marelli Holdings Co., Ltd.’s Board of Directors (the “Board”) with respect to all matters that are delegated by the Board to the Special Committee within the limits set forth in the Board resolutions dated March 8, 2025, and such other matters as the Client and/or Special Committee may request and Selendy Gay may agree to handle (collectively, the “Matters”).

This agreement sets forth the terms and conditions of our representation as set forth herein (the “Engagement”) and supersedes any and all prior written and/or oral agreements or understandings. Any amendment to this agreement must be in a writing signed by all parties.

Scope of Representation. The scope of this engagement shall be advising the Company solely at the direction of the Special Committee in connection with the Matters. Because the specific matters that may become the Matters cannot be fully known at this time, Selendy Gay will be actively involved in, among other things (a) investigating and advising the Special Committee regarding whether a matter constitutes a Matter, (b) conducting investigations and analyses sufficient to advise the Special Committee regarding the Matters, and (c) implementing the directions of the Special Committee related to the Matters. Rendering services for the foregoing will include, but not be limited to, fact investigation, legal research, briefing, argument, discovery, negotiation, litigation, participation in meetings of the Board and applicable committees thereof, appearance and participation in hearings, and communications and meetings with parties in interest.

Roger Meltzer, Stefan M. Selig and Noburu Yamamoto
May 27, 2025

We agree to provide legal services in connection with the Matters which in our professional judgment are reasonably necessary and appropriate in connection with the matters described above. In all matters in which we represent you, we will provide services of a strictly legal nature, and it is understood that you will not be relying on us for business, investment, or accounting advice, nor to assess or vouch for the character or creditworthiness of any third person. Selendy Gay is not your general counsel, and our engagement does not involve an undertaking to represent the interests of the Company in any matters other than the Matters. Unless we otherwise agree or our representation of you otherwise requires, our engagement is solely with the individuals or entities specifically identified as clients in this letter. By entering into this agreement, and except as provided herein, we are not agreeing to represent any other individuals or entities not named as clients herein. The Special Committee shall direct our work in connection with all the Matters and shall control any attorney-client, work product, or other privilege in connection with Selendy Gay's work or privileged communications on the Matters.

The Matters may include any transaction or any matters in which a conflict of interest exists or is reasonably likely to exist between the Company, on the one hand, and any of its current and former directors, managers, officers, investment committee members, special or other committee members, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, predecessors, participants, successors, assigns, subsidiaries, affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, employees, agents, trustees, advisory board members, financial advisors, attorneys (including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of an entity), accountants, investment bankers, consultants, representatives, and other professionals and advisors of such person or entity, and any such person's or entity's respective heirs, executors, estates, and nominees (collectively, the "Related Parties" and each, a "Related Party"), on the other hand, as reasonably determined by the Special Committee with respect to the Company's capital structure, assets, liabilities, operations, liquidity, and general financial condition and its consideration, evaluation and negotiation of financing transactions, restructuring transactions, and/or other strategic alternatives for the Company.

The question of whether our fees are covered by some third-party agreement (including an insurance policy) is not within the scope of our representation, unless you specifically request us to consider that question and we agree to do so.

Representation. Our representation of Client is limited solely to the Engagement. We have not been retained by and do not represent any officer, director, employee, owner, founder, member, shareholder, investor, partner, subsidiary, parent, affiliate, or any person or entity otherwise associated with Client. Client will not provide Selendy Gay with any privileged or confidential information related to any person or entity other than Client during this representation (and doing so would not make that person or entity our client). Our representation does not extend to any of your other legal or non-legal affairs.

In representing corporations, partnerships, limited liability companies, associations, or trade groups, we may provide information or advice to directors, partners, members, officers, employees, trade group participants, affiliates, or participants. In doing so, unless otherwise specified in this agreement, such advice is provided to these persons only in their corporate or representative capacities and the provision of such advice shall not create an attorney-client relationship between us and those individual(s) other than in their corporate or representative capacities.

Roger Meltzer, Stefan M. Selig and Noburu Yamamoto
May 27, 2025

Duration of Engagement. Selendy Gay's representation of Client began on May 19, 2025. Our representation will end on the earlier of (1) your termination of the representation; (2) our withdrawal from the representation consistent with the applicable rules of professional conduct; or (3) our completion of work for you, which shall occur when we provide you a letter notifying you the Engagement is complete.

Termination or Withdrawal. Client may terminate Selendy Gay's representation at any time and for any reason. Selendy Gay may withdraw from its representation consistent with the applicable rules of professional conduct. Permissible bases for us to withdraw include, without limitation, (1) if you fail to timely pay our invoices or expenses; (2) if you fail to cooperate with us in the Engagement, including in your Client Responsibilities set forth below; (3) if you misrepresent or otherwise fail to disclose material facts to us; (4) if we identify a conflict of interest with another client and determine that the conflict will not or cannot be waived; (5) if you later revoke the waiver as to conflicts of interest set forth under the section of this agreement entitled "Conflicts of Interest"; or (6) any other fact or circumstance that renders the Engagement unlawful or unethical. If we withdraw before the Engagement is complete, we will of course take steps reasonably necessary to protect your interests in this matter, you will take steps reasonably necessary to facilitate our withdrawal, and you will pay all of our outstanding invoices; *provided* that no fees shall accrue following the withdrawal of Selendy Gay. Where our withdrawal must be approved by a court, we will request such approval. Following termination, any nonpublic information you have supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional responsibility.

Client's Responsibilities. Client will use commercially reasonable efforts to accurately inform Selendy Gay of all matters regarding the Engagement, timely inform us of any developments regarding the Engagement, and timely assist and cooperate with us in the Engagement as we reasonably request. You will keep us advised of how to contact you. If you affiliate with, acquire, are acquired by, or merge with another entity, you will provide us with notice sufficient for us to determine if that action gives rise to a conflict of interest with any of our other clients and to take any reasonable action under the applicable rules of professional conduct.

Confidential Information. Selendy Gay shall (i) maintain the confidentiality of, and shall not disclose, any confidential information provided by the Company to Selendy Gay, and (ii) use such confidential information only in connection with the Matters. Selendy Gay will disclose Client's confidential information only as required or permitted by the applicable rules of professional conduct. We will not disclose any of our other clients' confidential information to you, even when such information relates to matters that might affect you. You agree that we may use email or cloud computing to communicate with you without encryption or other special procedures unless you specifically direct otherwise as to particular communications. You also agree that we may send hard copies of documents or other media, including confidential information, by either regular mail or a service such as Federal Express standard service, unless you have specifically directed otherwise.

No Guarantees. Litigation is inherently uncertain, and we cannot guarantee any results regarding the Engagement. During the Engagement, Selendy Gay may express opinions regarding the relative merits of different approaches to the Engagement or about possible results. You agree that these are only our opinions, and do not ensure any result will occur, and do not constitute either promises or guarantees. We do not, and cannot, guarantee any outcome or any particular course for the Engagement.

Roger Meltzer, Stefan M. Selig and Noburu Yamamoto
May 27, 2025

You acknowledge that the cost of litigation may change based on numerous factors, including actions by our adversaries or other parties, rulings by the court, changes in our legal strategy, or other developments, and that it is impossible for us to guarantee or predict the amount of fees and costs that will be needed to complete work on the Engagement. To the extent we provide any estimate of fees and costs for work relating to the Engagement, you agree that such estimates are not guarantees as to what actual fees and costs will be, do not constitute a “budget” for the Engagement (even if such estimates may be referred to as a “budget”), and such estimates will not limit the amount of fees and costs for which Client is liable pursuant to the Engagement. In the event that the fees and expenses for the Engagement exceed our estimates as to its likely cost, you will still be responsible for paying all fees and expenses, both those that were initially anticipated, as well as those that exceed our initial estimates. Selendy Gay is not responsible for determining if you have adequate funds to cover the Engagement, determining if you have insurance coverage regarding the Engagement, for notifying any insurance carrier of the Engagement or our representation, or for submitting any insurance claim with respect to our fees or otherwise, and you agree that your obligation to pay costs and fees incurred is not contingent on any of these steps.

Fees. Selendy Gay’s fees will be based on the amount of time we devote to the Engagement. The standard billing rates of the attorneys whom we anticipate assigning to this Engagement currently are \$2,450 for me and my partner Faith Gay, and \$2,300 for my partner Maria Ginzburg, though we may be assisted by additional attorneys. Our associates bill at rates ranging from \$920 to \$1,570, and our staff and contract attorneys bill at lower rates. These rates are generally based on their respective seniority and expertise and are subject to annual adjustments. Our timekeepers will bill their time on the Engagement in six-minute increments (i.e., each increment constitutes one tenth of an hour).

The billing rates of associates are based on when they graduated law school. Each year, an associate will advance to the next level of seniority (with all associates who are ten or more years out of law school being billed at the same rate). The increase in an associate’s rates that results from their moving to the next level of seniority will be treated as a “step adjustment,” rather than a rate increase. To the extent an attorney’s status changes (for example, because an associate is promoted to partner), the attorney’s rate may change as a result. This constitutes prior notice of such adjustments.

Expenses. Selendy Gay will charge you for any reasonable and documented expenses related to the Engagement, including without limitation copying or printing charges, fax charges, postage, messenger services, mileage, long-distance telephone charges, Wi-Fi charges, local and out-of-town travel charges, out-of-town and late-night meals, filing fees and other court costs, computerized research, e-discovery, and similar charges. We may incur external and in-house expenses below \$25,000.00 without your advance approval. We will either forward third-party expenses to you (including but not limited to charges from experts and consultants) for payment or pay such expenses, though we will not make disbursements to third parties until we have been paid sufficient to cover such expenses. We will bill e-discovery and in-house expenses at market rates. Attorney fees, including contract attorney fees, are not expenses, and are addressed under “Fees,” above.

Billing. You will be billed monthly during the Engagement, and any payment is due upon your receiving an invoice (including if you receive the invoice via email). The invoice will provide a complete and detailed description for all timekeeper entries and a summary of work performed during the billing period. All invoices must be paid in U.S. Dollars via wire (as specified below) or check.

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If paying by wire (including as to any retainer), please follow the below instructions:

Bank Address:	153 East 53rd Street, New York, NY 10022
ABA (Routing):	021000089
For Credit to:	Citibank, NA
Account Number:	6795236734
For Further Credit to:	Selendy Gay PLLC
SWIFT Code:	CITIUS33

If paying by check, please mail to:

Attention: Chief Financial Officer
Selendy Gay PLLC
1290 Avenue of the Americas
New York, NY 10104

Your obligation to pay our invoices is solely yours and is not contingent on any judgment, settlement, on any right to reimbursement, indemnification, or insurance, or on any other payment you may expect to receive from another party (including without limitation a court award of fees and costs relating to the Engagement).

Retainer. Our agreement to represent the Company in connection with this engagement is contingent upon the Company's payment to us of an advance payment retainer in the amount of \$250,000.00. In addition, the Company agrees to provide one or more additional advance payment retainers as necessary, so as to ensure that the amount of any advance payment retainers remain at or above our estimated fees and expenses. We may apply the advance payment retainers to any outstanding fees as services are rendered and to expenses as they are incurred. The Company understands and acknowledges that any advance payment retainers are earned by us upon receipt, any advance payment retainers become our property upon receipt, the Company no longer has a property or any other interest in any advance payment retainers upon our receipt, any advance payment retainers will be placed in our general account and will not be held in a client trust, escrow or similar account, and the Company will not earn any interest on any advance payment retainers. The purpose of the advance payment retainer is to ensure that we do not become a creditor of the Company and will not be disqualified from representing the Company in any liquidation, reorganization or similar proceeding, including in any case under Title 11 of the United States Code. The advance payment retainer is not a security deposit or security retainer. Notwithstanding payment of the advance payment retainers, the Company shall remain liable to us for all amounts owed to us pursuant to the terms of this agreement. At the conclusion of this Engagement, if the amount of any advance payment retainers held by us are in excess of the amount of our outstanding and estimated fees, expenses and costs, we will promptly pay to the Company an amount equal to the amount by which any advance payment retainers exceed such fees, expenses and costs.

Outside Experts. In the course of our representation, it may be appropriate, with your advance approval, to retain persons of special training or expertise to assist in the rendition of legal services (e.g., accountants, economists, financial, advisors, investigators). Owing to privileges that may apply to services that an attorney requests from a third party, it will often be advisable for this firm to assume responsibility for hiring such experts. Notwithstanding that the contractual relationship may be with this firm, however, you agree that you will bear the responsibility directly to pay the invoices for the reasonable and documented fees and expenses incurred by these persons.

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May 27, 2025

Conflicts of Interest. We wish to avoid any circumstance in which you would regard our representation of another client to be inconsistent with our duties to and understandings with you. Unless we have told you otherwise, we do not now represent another client in the specific matter in which you have retained us. However, the specific matters that could be or are Matters are not known with certainty at the time of the commencement of this engagement. Upon the identification of specific Matters, we will identify and notify you of any potential or actual ethical conflicts that Selendy Gay may have with respect to such Matter. The extent of such notice may be affected by our ethical duty to our other client(s) not to disclose the confidential information of the other client(s), in which case we will initially provide only the extent of notice that we are then permitted to provide and supplement the notice when doing so would no longer violate our ethical duty to our other client(s). If Selendy Gay determines that there is a potential or actual ethical conflict with respect to a particular Matter, our representation and legal advice in that particular Matter shall be subject to our receipt of written informed consent from each client.

Additionally, because we represent clients in a wide variety of legal matters around the world, it is possible that we currently represent, or in the future may be asked to represent, in some other matter unrelated to the specific matter in which you have engaged us, some person or entity whose interests are actually or potentially adverse to your interests in this or other matters, including in negotiations, work-outs, bankruptcy proceedings, or litigation. We agree that we will not undertake any such representation if the subject of the other representation is related to the specific matter in which we currently represent you. If the matters are not related, however, then you hereby agree that we will be free to undertake such an unrelated adverse representation provided that (a) the unrelated representation will not implicate any confidential information we have received from you, and (b) the other client has consented to our continued representation of you. This means that this firm could represent another client against you in an unrelated matter such as a lawsuit, a transaction, or some other matter. Your agreement as set forth in this paragraph represents your acknowledgement that such adverse representations are foreseeable to you, and effects a waiver of your right, if any, to object to our representation in the unrelated matter of another client whose interests are adverse to yours. Notwithstanding any affirmative consent and waiver, Selendy Gay will not undertake any such representation unless we first reasonably determine that we will be able to provide competent and diligent representation to both of the affected clients. Since we understand that you are experienced in retaining counsel, we are relying upon your agreement to the foregoing in undertaking this representation. We urge you to ask us (or other counsel) any questions concerning this paragraph before we undertake to represent you.

Files. We agree, during the Engagement and for a period of at least seven years following the conclusion of the Engagement, to retain our internal records and documents related to the Engagement, including any materials you provide us. Once the Engagement has been closed for seven years, we may destroy any such records without notifying you. Prior to the conclusion of this seven-year period, you may request in writing that we return these records. We agree to return any such records if you have paid all our outstanding fees and expenses and provided a signed release letter containing directions for returning the records. You agree that we may make physical or electronic copies if we choose at our own expense. You agree and understand that any materials left with us seven years after the engagement has terminated may be retained or destroyed at our discretion without further notice to you and in a manner which preserves the confidential and secret nature of their contents. We reserve the right to charge you the reasonable and documented fees, costs, and expenses (including without limitation attorney and staff time at our then-standard rates) of retrieving, assembling, copying, and transferring such records.

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May 27, 2025

Related Proceedings. If Selendy Gay is required to produce documents or to testify regarding the Engagement, you shall be responsible for our reasonable and documented costs and expenses (including without limitation attorney and staff time at our then-standard rates). If we are sued or subjected to administrative or other proceedings regarding the Engagement (other than for claims by you alleging our wrongdoing), you shall indemnify us for our reasonable and documented fees, costs, and expenses (including without limitation attorney and staff time at our then-standard rates); *provided that* the Company shall not be liable under the foregoing indemnification provision for any loss, claim, damage, or liability which arises out of any improper action or failure to act by Selendy Gay.

In-Firm Privilege. We may have occasion to seek legal advice about our own rights and responsibilities regarding our engagement by Client. We may seek such advice from Selendy Gay's General Counsel, from other attorneys in our internal Office of the General Counsel, or from outside attorneys at our own expense. You agree that any such communications and advice are protected by our own attorney-client privilege and neither the fact of any communication nor their substance is subject to disclosure to you. To the extent that we are addressing our own rights and responsibilities, a conflict of interest might be deemed to exist between us and you, particularly if a dispute should arise between us and you. You hereby consent to such consultation occurring and waive any claim of conflict of interest based on such consultation or resulting communications that would otherwise disqualify us from continuing to represent you or from acting in our own behalf, even if doing so might be deemed adverse to your interests.

Governing Law and Venue. Selendy Gay's and Client's rights and obligations arising out of or relating to the Engagement and this agreement will be governed by the substantive and procedural laws of the State of New York (without regard to conflicts of law rules). Any disputes arising under or related to this agreement shall be litigated solely in the state or federal courts of the Borough of Manhattan in the City and State of New York, which shall have exclusive jurisdiction over any such matter.

Severability. Should any part of this agreement, or language within any provision of this agreement, be rendered or declared invalid by a court or other tribunal, such invalidation of such part or portion of this agreement, or any language within a provision of this agreement, should not invalidate the remaining portions thereof, and they shall remain in full force and effect.

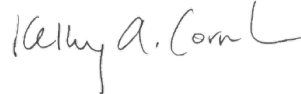
Legal Updates, Publications and Events. You agree that we may contact you with legal updates or other publications which we believe may be useful to you (for example, with details of relevant changes in law). In addition, you agree that we may send you invitations to events such as client seminars on various legal topics. We may contact you for these purposes by email, mail or telephone (as appropriate).

Opportunity to Seek Independent Legal Counsel. You acknowledge that we have advised you to consider seeking, and that you have had a reasonable opportunity to seek, independent legal counsel about all sections of this agreement.

Roger Meltzer, Stefan M. Selig and Noburu Yamamoto
May 27, 2025

Please sign and return to us a copy of this letter in order to confirm that it accurately reflects the scope, terms and conditions with respect to the Engagement. However, please note that your instructing us or continuing to instruct us on this matter will constitute your full acceptance of the terms set out above and attached.


Sincerely yours,



Kelley Cornish
Managing Partner

STATEMENT TO BE SIGNED BY CLIENT:

By signing below, I confirm for Client that I have read this letter, have had the opportunity to consult an independent lawyer about all terms set forth in this letter, and understand and agree to its contents.

By:  _____

Name: Marisa Iasenza

Title: Chief Legal Officer

Date: May 29, 2025

Exhibit B

Re: Docket ~~No~~Nos. [●]260, 451

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application or the Engagement Letter, as applicable.

adverse to the Debtors' estates with respect to the matters upon which it is to be engaged and upon all of the proceedings had before this Court; 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 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 after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. Pursuant to sections 327(a), 330, and 1107 of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, Local Rules 2014-1 and 2016-1, the Debtors, at the direction of the Special Committee, are authorized to employ and retain Selendy Gay as their counsel in these chapter 11 cases, effective June 11, 2025, on the terms and conditions set forth in the Application and the Engagement Letter attached hereto as **Exhibit 1**, as modified by this Order.

2. Selendy Gay is authorized to render professional services to the Debtors, at the direction of the Special Committee, as described in the Application. Specifically, but without limitation, Selendy Gay will render the following services, among others: (a) evaluating and negotiating the Restructuring Transactions and any other strategic, restructuring, financing and/or sale transaction or series of transactions relating to these chapter 11 cases, (b) conducting investigations and analyses sufficient to advise the Special Committee regarding the Restructuring Transactions and other Matters in these chapter 11 cases, and (c) services for the Special Committee including, but not limited to, fact investigation, legal research, briefing, argument, discovery, negotiation, litigation, participation in meetings of the Debtors' board of directors and other applicable committees thereof, appearances and participation in hearings, and communications and meetings with parties in interest, in each case as it relates to these chapter 11 cases, and (d) performing all other necessary or requested services provided for in the Engagement Letter or in connection with the Special Committee's role in these chapter 11 cases.

3. Selendy Gay shall apply for compensation of professional services and reimbursement of expenses incurred in connection with these chapter 11 cases in compliance with sections 330 and 331 of the Bankruptcy Code and the applicable provisions of the Bankruptcy Rules, the Local Rules, and any applicable orders of this Court. Selendy Gay shall use reasonable efforts to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the U.S. Trustee Guidelines in connection with the Application and any fee applications to be filed by Selendy Gay in these chapter 11 cases. Notwithstanding anything to the contrary in the Application, the Engagement Letter, or the Declarations attached to the Application, the reimbursement

provisions allowing the reimbursement of fees and expenses incurred in connection with participating in, preparing for, or responding to any action, claim, suit, or proceeding brought by or against any party that relates to the legal services provided under the Engagement Letter and fees for defending any objection to Selendy Gay's fee applications under the Bankruptcy Code are not approved.

4. Selendy Gay shall use its best efforts to avoid any duplication of services provided by any of the Debtors' other Company Advisors in these chapter 11 cases.

5. Selendy Gay shall provide ten days' notice to the Debtors, the U.S. Trustee, and any official committee appointed in these chapter 11 cases prior to the implementation of any increases in the rates set forth in the Application and shall file such notice with the Court.

6. All billings shall be recorded in increments of 0.1 of an hour.

7. To the extent the Application, the Cornish Declaration, or the Meltzer Declaration are inconsistent with this Order, the terms of this Order shall govern.

8. The Debtors and Selendy Gay are authorized to take all action necessary to carry out this Order.

9. Selendy Gay will review its files periodically during the pendency of these chapter 11 cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, Selendy Gay will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

10. Notice of the Application as provided therein shall be deemed good and sufficient notice of the Application, and the Local Rules are satisfied by the contents of the Application.

11. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

12. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Exhibit 1

Engagement Letter