

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)
	)	
	)	Obj. Date: October 3, 2025 at 4:00 p.m.
	)	Hearing Date: TBD if objection filed

COVER SHEET FOR:
THIRD MONTHLY FEE APPLICATION OF GREENBERG TRAURIG
STUDIO LEGALE ASSOCIATO FOR COMPENSATION AND
REIMBURSEMENT OF EXPENSES AS SPECIAL COUNSEL TO
DEBTORS AND DEBTORS IN POSSESSION FOR THE PERIOD
FROM AUGUST 1, 2025 THROUGH AND INCLUDING AUGUST 31, 2025

Name of Applicant: Greenberg Traurig Studio Legale Associato

Retention Order Entered August 26, 2025,
Nunc Pro Tunc to June 11, 2025

Authorized to Provide Professional Services to: Debtors and Debtors in Possession

Period for which compensation and Reimbursement is sought: August 1, 2025 – August 31, 2025

Amount of Compensation sought as actual, reasonable and necessary: \$381,204.94
(80% = \$305,024.75)
(20% = \$76,240.99)

Amount of pass-through charges to be paid by the Debtors: \$74,747.09

Amount of Expense Reimbursement sought as actual, reasonable and necessary: \$714.80

This is a(n) ___interim X monthly ___ final fee application.

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 is 26555 Northwestern Highway, Southfield, Michigan 48033.



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This Application does not include any hours incurred in connection with preparation of this Application.

SUMMARY OF MONTHLY FEE APPLICATIONS

Date Filed and Docket No.	Period Covered	Requested		Approved		Holdback Fees (20%)
		Fees	Expenses	Fees (80%)	Expenses (100%)	
D.I. 925, filed September 11, 2025	June 11, 2025 through June 30, 2025	\$476,101.56	\$1,410.84 plus \$93,374.68 in pass-through charges	n/a	n/a	n/a
D.I. 919, filed September 12, 2025	July 1, 2025 through July 31, 2025	\$665,841.29	\$1,059.92 plus \$130,549.59 in pass-through charges	n/a	n/a	n/a

COMPENSATION BY INDIVIDUAL

Attorney Name	Position	Department	Date of Admission	Hourly Billing Rate in this application	Hours Billed in this application	Fees Billed in this application
Ruvolo, Alessio G.	Partner	Bankruptcy & Restructuring	2001	\$ 1,398.96	10.3	\$ 14,409.29
Meloro, Dennis A.	Partner	Bankruptcy & Restructuring	2003	\$ 1,398.96	7.4	\$ 10,352.30
Pozzoli, Davide	Counsel	Litigation	2009	\$ 699.48	5	\$ 3,497.40
Cupolo, Cristina	Senior Associate	Bankruptcy & Restructuring	2022	\$ 582.90	104.2	\$ 60,738.18
Missanelli, Pietro	Senior Associate	EU Law	2016	\$ 582.90	9.5	\$ 5,537.55
Bulgarini d'Elci, Giuseppe	Partner	Labor & Employment	1996	\$ 1,398.96	3	\$ 4,196.88
Agostinelli, Riccardo	Partner	Bankruptcy & Restructuring	1992	\$ 1,398.96	69	\$ 96,528.24
Gambara, Edoardo	Partner	EU Law	2003	\$ 1,398.96	4.5	\$ 6,295.32
Cristaldi, Roberta	Senior Associate	Labor & Employment	2013	\$ 582.90	3	\$ 1,748.70
Migliarucci, Daniele	Partner	Bankruptcy & Restructuring	2014	\$ 1,398.96	114	\$ 159,481.44
di Prisco, Cecilia C.	Trainee	Corporate	NA	\$ 303.11	6.5	\$ 1,970.20
Heyen, Shari L.	Partner	Bankruptcy & Restructuring	1990	\$ 1,398.96	1.6	\$ 2,238.34
Angelelli, Corrado	Partner	Bankruptcy & Restructuring	1993	\$ 1,398.96	0.2	\$ 279.79
Biscaretti di Ruffia, Bertone	Senior Associate	Litigation	2017	\$ 582.90	6.1	\$ 3,555.69
Pallavicini, Alessandro	Senior Associate	Bankruptcy & Restructuring	2019	\$ 582.90	10	\$ 5,829.00
Sacchi, Antonello	Trainee	Bankruptcy & Restructuring	NA	\$ 303.11	6	\$ 1,818.65
Naronte, Lucrezia	Trainee	Bankruptcy & Restructuring	NA	\$ 303.11	9	\$ 2,727.97
Totals for Attorneys & Trainees					369.3	\$ 381,204.94

EXPENSE SUMMARY

Expense Category	Total Expenses
Standard Copies or Prints	\$186.29
Local Transportation	\$218.00
Overtime Meals	\$310.50
TOTALS:	\$ 714.80

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

In re:

MARELLI AUTOMOTIVE LIGHTING USA LLC,
et al.,¹

Debtors.

Chapter 11

Case No. 25-11034 (CTG)

(Jointly Administered)

Obj. Date: October 3, 2025 at 4:00 p.m.
Hearing Date: TBD if objection filed

**THIRD MONTHLY FEE APPLICATION OF GREENBERG TRAURIG
STUDIO LEGALE ASSOCIATO FOR COMPENSATION AND
REIMBURSEMENT OF EXPENSES AS SPECIAL COUNSEL TO
DEBTORS AND DEBTORS IN POSSESSION FOR THE PERIOD
FROM AUGUST 1, 2025 THROUGH AND INCLUDING AUGUST 31, 2025**

Greenberg Traurig Studio Legale Associato (“**Greenberg Traurig**”), special counsel to the above-captioned debtors and debtors in possession (the “**Debtors**”), hereby submits its third monthly application (the “**Application**”) for compensation and reimbursement of expenses for the period from August 1, 2025 through and including August 31, 2025 (the “**Application Period**”) pursuant to sections 330 and 331 of title 11 of the United States Code 11 U.S.C. §§ 101, *et seq.* (the “**Bankruptcy Code**”), Rule 2016 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), Rule 2016-2 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “**Local Rules**”), and this Court’s *Order (I) Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Retained Professionals and (II) Granting Related Relief* [Docket No. 477] (the “**Interim Compensation Order**”).

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 is 26555 Northwestern Highway, Southfield, Michigan 48033.

By this Application, Greenberg Traurig seeks a monthly interim approval and allowance of compensation in the amount of \$381,204.94 and reimbursement of actual expenses in the amount of \$714.80, plus certain charges in the aggregate amount of \$74,747.09, for an aggregate total of \$456,666.83 in accordance with the Interim Compensation Order. Greenberg Traurig hereby seeks payment of \$305,024.75 (80% of the allowed fees) and reimbursement of \$714.80 (100% of allowed expenses), plus certain charges detailed herein in the aggregate amount of \$74,747.09 (detailed in paragraph 8 below), for an aggregate total payment of \$380,486.64 for the Application Period, upon the filing of a certificate of no objection. In support of the Application, Greenberg Traurig respectfully represents as follows:

Background

1. On June 11, 2025 (the “**Petition Date**”), the Debtors commenced these cases (the “**Chapter 11 Cases**”) by filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the “**Court**”).

2. The Court has jurisdiction over this Application pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper in this district pursuant to 28 U.S.C. § 1408. This matter is core within the meaning of 28 U.S.C. § 157(b)(2).

3. The statutory predicates for the relief sought herein are sections 330 and 331 of the Bankruptcy Code, Bankruptcy Rule 2016, and Local Rule 2016-2.

4. On August 8, 2025, the Debtors filed the *Debtors’ Application for Authorization to Employ and Retain Greenberg Traurig Studio Legale Associato as Special Counsel for the Debtors Effective as of the Petition Date* [Docket No. 501].

5. On August 26, 2025, this Court entered the *Order Authorizing the Employment and Retention of Greenberg Traurig Studio Legale Associato as Special Counsel for the Debtors Effective as of the Petition Date* [Docket No. 752].

Summary of Services Rendered

6. This Application is the third monthly fee application filed by Greenberg Traurig in these Chapter 11 Cases. In connection with the professional services described below, by this Application, Greenberg Traurig seeks interim approval and allowance of compensation in the amount of \$381,204.94 for the Application Period and reimbursement of actual and necessary expenses in the amount of \$714.80 for the Application Period, and payment of \$305,024.75 (80% of the allowed fees) and reimbursement of \$714.80 (100% of allowed expenses), plus certain charges detailed herein in the aggregate amount of \$74,747.92, for an aggregate total payment of \$456,666.83 for the Application Period upon the filing of a certificate of no objection.

7. The majority of services rendered by Greenberg Traurig during the Application Period as special counsel to the Debtors are summarized below. Each of the following is set forth in the invoice attached hereto as **Exhibit "A"**: (i) a description of the professional or paraprofessional performing the services; (ii) the date the services were performed; (iii) a detailed description of the nature of the services and the related time expended; and (iv) a summary of the fees and hours of each professional and other timekeepers listed by project category (which applicable categories are set forth below). Specifically, Greenberg Traurig rendered the following services during the Application Period as special counsel to the Debtors:

- o Implementation of Italian-related DIP Financing post-closing obligations (including the several Italian law security documents, legal opinions and deliverables related thereto).
- o Golden Power procedure as a condition precedent to creation of the share pledges over Italian entities in connection with the implementation of the security package under the DIP financing and change of ownership of the Marelli Group.
- o Assistance to the companies in connection with the handling of the relationship with local suppliers and vendors. Greenberg Traurig is engaged in negotiations with suppliers and vendors of the Italian entities.

- o Implementation of a recovery plan, including potential recognition of the Debtors chapter 11 plan in Italy, for the Italian entities under Article 56 of the Italian Bankruptcy Law.
- o Addressing Italian labor law issues.
- O Analysis of potential alternative Italian restructuring procedures.

Summary of Expenses and Charges

8. During the Application Period, Greenberg Traurig incurred or disbursed actual and necessary costs and expenses related to these cases in the aggregate amount of \$714.80. The expenses incurred include, among other things, copying and service charges, transportation and overtime meal charges. In addition, certain amounts, as disclosed in Greenberg Traurig's retention application, including a Charge pursuant to Decree No. 55 of 03/10/2014 in the amount of \$57,180.74, a Pension Fund charge of \$17,564.02, and a Duty Stamp in the amount of \$2.33 are payable by the Debtors (initially to Greenberg Traurig, and then submitted to the appropriate agency). A description of the necessary costs and expenses incurred by Greenberg Traurig and the charges is attached hereto as **Exhibit "B"**.

9. Pursuant to Local Rule 2016-1, Greenberg Traurig represents as follows with regard to its charges for actual and necessary costs and expenses incurred during the Application Period:

- a. Copy Charges were \$.10 per page, which charge is reasonable and customary in the legal industry and represents the costs of copy material, acquisition, maintenance, storage and operation of copy machines, together with a margin for recovery of related expenditures. In addition, Greenberg Traurig often utilizes outside copier services for high volume projects, and this Application seeks the recovery of those costs, if applicable;
- b. Incoming facsimiles are not billed;
- c. Out-going facsimiles are billed at the rate of \$0.25 per page. The cost

represents operator time, maintaining several dedicated facsimile telephone lines, supplies and equipment, and includes a margin for recovery of related expenditures;

- d. Toll telephone charges are not billed; and
- e. Computer assisted legal research charges are billed at actual costs.

Valuation of Services

10. In accordance with the factors enumerated in section 330 of the Bankruptcy Code, the amounts requested herein for compensation and expense reimbursement are fair and reasonable given (a) the complexity of these cases, (b) the time expended by the attorneys and paraprofessionals at Greenberg Traurig, (c) the nature and extent of the services rendered, (d) the value of such services, and (e) the costs of comparable services other than in a case under this title.

11. Greenberg Traurig hereby certifies (i) that it has reviewed the requirements of Local Rule 2016-2 and (ii) that this Application complies with such rule.

12. Greenberg Traurig has provided a copy of this Application to the Debtors, the United States Trustee, and all parties required to be given notice as set forth in Paragraph 2(a) of the Interim Compensation Order.

Sources of Payment

13. As stated above, Greenberg Traurig hereby seeks payment of \$305,024.75 (80% of the allowed fees) and reimbursement of \$714.80 (100% of allowed expenses), plus certain charges in the aggregate amount of \$74,747.09 (detailed in paragraph 8 above) for an aggregate total payment of \$456,666.83 for the Application Period upon the filing of a certificate of no objection.

Conclusion

WHEREFORE, Greenberg Traurig respectfully requests (a) that the Court approve and allow compensation in the amount of \$381,204.94 for professional services rendered (80%, or

\$305,024.75, of which is to be paid upon the filing of a certificate of no objection), and reimbursement of expenses in the amount of \$714.80 (100% of which is to be paid upon the filing of a certificate of no objection) for the Application Period on an interim basis, plus certain charges in the aggregate amount of \$74,747.09; and (b) that the Court authorize and direct the Debtors to pay Greenberg Traurig the amounts due and owing hereunder in accordance with the Interim Compensation Order.

Dated: September 12, 2025

GREENBERG TRAURIG, LLP

/s/ Dennis A. Meloro

Dennis A. Meloro (DE Bar No. 4435)

222 Delaware Avenue, Suite 1600

Wilmington, Delaware 19801

Telephone: (302) 661-7000

Facsimile: (302) 661-7360

Email: Dennis.Meloro@gtlaw.com

Special Counsel for the Debtors and Debtors in Possession

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

In re:

MARELLI AUTOMOTIVE LIGHTING USA LLC,
et al.,¹
Debtors.

)
) Chapter 11
)
) Case No. 25-11034 (CTG)
)
) (Jointly Administered)
)
)
)
)

VERIFICATION OF RICCARDO AGOSTINELLI

I, Riccardo Agostinelli, hereby declare the following under penalty of perjury:

I am a partner in the law firm of Greenberg Traurig Studio Legale Associato (“**Greenberg Traurig**” or the “**Firm**”), located at Galleria San Babila 4B, 20122 – Milan (Italy) (registered office: Largo Toscanini 1, 20122 – Milan (Italy)), and I have been duly admitted to practice law in Italy (Bar council of Milan). There are no disciplinary proceedings pending against me.

I have personally performed many of the legal services rendered by Greenberg Traurig as special counsel to the Debtors and am familiar with all other work performed on behalf of the Debtors by the lawyers and other persons in the Firm.

The facts set forth in the foregoing Monthly Fee Application are true and correct to the best of my knowledge, information, and belief.

I have reviewed Rule 2016-1 of the Local Rules and believe that the Monthly Fee Application for Greenberg Traurig complies with Rule 2016-1.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

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 is 26555 Northwestern Highway, Southfield, Michigan 48033.

Dated: September 12, 2025

/s/ Riccardo Agostinelli

Riccardo Agostinelli

Partner

Greenberg Traurig Studio Legale Associato

Exhibit A

Description of Professional Services Rendered: Proforma Marelli Sept 1st 2025

<u>Date</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Description</u>
01/08/2025	Daniele Migliarucci	9,00	Italian vendors workstream; several calls with suppliers & vendors; negotiation of trade agreements (3); Italian legal issues (1); DIP post closing obligations; documents review; signing & closing deliverables (2); Golden Power workstream (1); Article 56 Recovery Plan workstream (1); email correspondence (0.5); case management (0.5)
01/08/2025	Dennis A. Meloro	0,40	Review debtors' OCP motion (.2); emails with GT colleagues re: retention application (.2).
01/08/2025	Dennis A. Meloro	0,10	Call with R. Agostinelli re: GT retention application.
01/08/2025	Edoardo Gambaro	1,00	Review email on CP and Italian FDI. Internal meetings on the matter
01/08/2025	Giuseppe Bulgarini d'Elci	3,00	Examination with Ms Cristaldi of the final order of the Chapter 11 and of art. 56 CCII, as well as the information from Kirkland & Ellis and Mr Agostinelli, to verify any impact on the Italian employees rights, drafting of high level bullet points and joint exam with Mr Agostinelli
01/08/2025	Pietro Missanelli	1,00	FDI checks following update of the Operation; several calls with team
01/08/2025	Pietro Missanelli	0,50	Double checks on GP Notice; calls with team;
01/08/2025	Riccardo Agostinelli	1,00	Suppliers: potential litigation issues. Change of approach by sponsor. New restructuring assumptions?
01/08/2025	Riccardo Agostinelli	1,00	Labour law: issues raised by Rossi of Marelli on Ch 11 and art 56 and rights of the employees
01/08/2025	Riccardo Agostinelli	2,00	Golden Power: review of filing
01/08/2025	Roberta Cristaldi	3,00	Examination of the Final Order under Chapter 11 procedure and of art. 56 CCII, as well as the information from Kirkland & Ellis and Mr Agostinelli, to verify if the Italian employees' rights are affected by the procedure, drafting of high level bullet points with GB
02/08/2025	Cristina Cupolo	8,00	Review of PoAs (4) / e-mail (1) / drafting of opinion (2) / call with GOP (1)
04/08/2025	Cecilia C di Prisco	3,50	Research for GP purposes + review tranche A and B credit agreements + review GP notice + update GP notice
04/08/2025	Cristina Cupolo	11,00	Review of PoAs (3,5) and foreign security documents (5,5) / E-mail (2)
04/08/2025	Daniele Migliarucci	8,00	Italian vendors workstream; several calls with suppliers & vendors; negotiation of trade agreements (3); Italian legal issues (1); DIP post closing obligations; documents review; signing & closing deliverables (1.5); Golden Power workstream (0.5); Article 56 Recovery Plan workstream (1); email correspondence (0.5); case management (0.5)
04/08/2025	Pietro Missanelli	1,50	Assessment of contractual documents re FDI
04/08/2025	Riccardo Agostinelli	2,50	Supervision of various GT team activities: suppliers, 56, golden power, banking, restructuring issues
05/08/2025	Cecilia C di Prisco	1,00	Review RSA for GP purposes
05/08/2025	Cristina Cupolo	11,00	Review of PoAs (4) and foreign security documents (5) / drafting of capacity opinion (2)
05/08/2025	Daniele Migliarucci	9,00	Italian vendors workstream; several calls with suppliers & vendors; negotiation of trade agreements (3); Italian legal issues (1); DIP post closing obligations; documents review; signing & closing deliverables (1); Golden Power workstream (2); Article 56 Recovery Plan workstream (1); email correspondence (0.5); case management (0.5)
05/08/2025	Dennis A. Meloro	0,90	Revise GT retention application and related disclosures.
05/08/2025	Pietro Missanelli	1,50	Examination of contractual documents aimed at updating FDI
05/08/2025	Riccardo Agostinelli	2,50	Supervision of various GT team activities: suppliers, 56, golden power, banking, restructuring issues
05/08/2025	Heyen, Shari L.	0,30	Answer question regarding redaction
06/08/2025	Cecilia C di Prisco	1,00	New structure review + GP notice update + BoDs and RSA review
06/08/2025	Corrado M Angelelli	0,20	Tel to Antonello and Giuditta
06/08/2025	Cristina Cupolo	9,00	Review of foreign law security documents (4) / drafting of formalities certificates (2) / e-mail (3)
06/08/2025	Daniele Migliarucci	9,00	Italian vendors workstream; several calls with suppliers & vendors; negotiation of trade agreements (4); Italian legal issues (1); DIP post closing obligations; documents review; signing & closing deliverables (1); Golden Power workstream (1); Article 56 Recovery Plan workstream (1); email correspondence (0.5); case management (0.5)
06/08/2025	Dennis A. Meloro	1,40	Revise GT retention application and analysis of disclosure and section 327(e) issues.
06/08/2025	Dennis A. Meloro	0,30	Call with L. Jones re: GT retention.
06/08/2025	Pietro Missanelli	2,50	Updating filing FDI
06/08/2025	Riccardo Agostinelli	2,50	Supervision of various GT team activities: suppliers, 56, golden power, banking, restructuring issues
06/08/2025	Shari L. Heyen	1,30	Respond to questions regarding retention application (.6); review emails from Italian counsel regarding same (.7).
07/08/2025	Cristina Cupolo	8,00	Review of documents (5) / E-mail (3)
07/08/2025	Daniele Migliarucci	8,00	Italian vendors workstream; several calls with suppliers & vendors; negotiation of trade agreements (3.5); Italian legal issues (0.5); DIP post closing obligations; documents review; signing & closing deliverables (2); Golden Power workstream (0.5); Article 56 Recovery Plan workstream (0.5); email correspondence (0.5); case management (0.5)
07/08/2025	Dennis A. Meloro	0,70	Revise GT retention application (.5); emails with GT Milan re: same (.2).
07/08/2025	Pietro Missanelli	1,00	Assessment of contractual documents re transaction in view of updating FDI filing

Description of Professional Services Rendered: Proforma Marelli Sept 1st 2025

<u>Date</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Description</u>
07/08/2025	Riccardo Agostinelli	2,50	Supervision of various GT team activities: suppliers, 56, golden power, banking, restructuring issues
08/08/2025	Cristina Cupolo	6,00	Review of documents (3) / PoAs (2) / e-mail (1)
08/08/2025	Cristina Cupolo	2,00	Review of foreign security documents
08/08/2025	Daniele Migliarucci	8,00	Italian vendors workstream; several calls with suppliers & vendors; negotiation of trade agreements (2.5); Italian legal issues (0.5); DIP post closing obligations; documents review; signing & closing deliverables (2); Golden Power workstream (1); Article 56 Recovery Plan workstream (1); email correspondence (0.5); case management (0.5)
08/08/2025	Dennis A. Meloro	0,20	Review and comment on final draft of GT retention application.
08/08/2025	Dennis A. Meloro	0,10	Email with K&E (K. Donahue) re: GT retention application.
08/08/2025	Pietro Missanelli	1,50	Updating FDI filing
08/08/2025	Riccardo Agostinelli	2,50	Supervision of various GT team activities: suppliers, 56, golden power, banking, restructuring issues
11/08/2025	Cristina Cupolo	2,30	Review of foreign security documents / email correspondence
11/08/2025	Daniele Migliarucci	7,00	Follow up re post closing obligations workstream; signing deliverables; email correspondence (3); follow up re vendors & suppliers; calls; email correspondence (2); follow up re GP notice workstream (0.5); follow up re GT retention application (1); case management (0.5)
11/08/2025	Riccardo Agostinelli	2,50	Supervision of various GT team activities: suppliers, 56, golden power, banking, restructuring issues
12/08/2025	Cristina Cupolo	4,30	Review of comments to capacity opinion (2) and review of account pledge agreement to be entered into by Marelli Strasbourg France (2,30)
12/08/2025	Daniele Migliarucci	8,00	Follow up re post closing obligations workstream; signing deliverables; email correspondence (2); follow up re vendors & suppliers; calls; email correspondence (3); follow up re GP notice workstream (1); follow up re GT retention application (1.5); case management (0.5)
12/08/2025	Davide Pozzoli	1,50	Analysis of Kostal notice of default to Marelli GmbH and related documents. Coordination with B. Biscaretti re: drafting of reply.
12/08/2025	Dennis A. Meloro	0,20	Emails with GT Italian group re: retention application and related issues.
12/08/2025	Riccardo Agostinelli	2,50	Supervision of various Gt team activities: suppliers, 56, golden power, banking, restructuring issues
13/08/2025	Cristina Cupolo	2,00	Review of foreign security documents / e-mail
13/08/2025	Daniele Migliarucci	8,00	Follow up re post closing obligations workstream; signing deliverables; email correspondence (2.5); follow up re vendors & suppliers; calls; email correspondence (2.5); follow up re GP notice workstream (1); follow up re GT retention application (1.5); case management (0.5)
13/08/2025	Edoardo Gambaro	1,00	Review comments to draft GP form and review internal email
13/08/2025	Riccardo Agostinelli	2,50	Supervision of various GT team activities: suppliers, 56, golden power, banking, restructuring issues
14/08/2025	Bertone Biscaretti di Ruffia	3,00	Exchange of correspondence with Team GT. Exam of documents and information provided re Kostal's claims. Legal researches. Legal analysis. Draft possible defensive arguments. Communication to Kirkland.
14/08/2025	Cecilia C di Prisco	1,00	Searches on Lenders for GP notice
14/08/2025	Cristina Cupolo	4,30	Review of foreign security documents / e-mail
14/08/2025	Davide Pozzoli	0,80	Analysis of internal correspondence between B. Biscaretti, D. Migliarucci and C. Agostinelli re: possible reply to Kostal's notice of default. Analysis of B. Biscaretti bullet point with this regard.
14/08/2025	Edoardo Gambaro	1,00	Further review of email on FDI strategy
14/08/2025	Edoardo Gambaro	1,50	Review emails and draft GP form
14/08/2025	Riccardo Agostinelli	2,50	Supervision of various GT team activities: suppliers, 56, golden power, banking, restructuring issues
15/08/2025	Cristina Cupolo	4,00	Review of formalities certificates / Italian bank account pledge agreement / Mexican pledge agreement / e-mail
15/08/2025	Daniele Migliarucci	7,50	Review of draft Golden Power notice (2); follow up re post-closign securiry workstream (1); signing & closing deliverables (1); follow up re critical vendors workstream; review of trade agreements (2); email correspondence (1); case management (0.5)
15/08/2025	Riccardo Agostinelli	2,50	Supervision of various activities: suppliers, 56, golden power, banking, restructuring issues
16/08/2025	Cristina Cupolo	1,00	Email correspondence
18/08/2025	Cristina Cupolo	2,00	E-mail correspondence re post-closing security
18/08/2025	Daniele Migliarucci	3,00	Review of draft Golden Power notice (0.5); follow up re post-closign securiry workstream; signing & closing deliverables (0.5); follow up re critical vendors workstream; review of trade agreements (1); email correspondence (0.5); case management (0.5)

Description of Professional Services Rendered: Proforma Marelli Sept 1st 2025

<u>Date</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Description</u>
18/08/2025	Riccardo Agostinelli	4,00	Preparation of memo on all Italian restructuring tools: CNC, Art 56, Accordo di Ristrutturazione Ordinario, Accordo di Ristrutturazione Agevolato, Accordo di Ristrutturazione ad Efficacia Estesa, Stand-still Agreement, PRO and Concordato Preventivo. Possibility to include Stay of Action and Cram-Down as part of the restructuring Process. Coordination with pending Art 56. Identification of possible routes. Impact on vendors/suppliers (1 draft)
19/08/2025	Alessio Gerhart Ruvolo	0,80	Two phone calls with Agostinelli on request from Francesco Ucini at Marelli re MB Facta correspondence and requests re definition of Default in relation with factoring activities / Notion of cumulative overdue amount for a single obligor / 90 days calculations / default situation. Assessment of consequences: acceleration of reimbursement vs. agreed schedule + risk to terminate additional assignments on Debtors subject to default conditions above / delays being incurred in Factoring reimbursements to Factor / Assessment on consequences for Marelli. And initial review of Ucini 's email with request above. Check with team.
19/08/2025	Alessio Gerhart Ruvolo	1,20	Initial review of underlying issues re the above request re MB Facta correspondence and requests re definition of Notion of cumulative overdue amount for a single obligor / Default in relation with factoring activities / 90 days calculations / default situation & Assessment of consequences. Alignment call with Riccardo.
19/08/2025	DETONE DISCRETA DI	0,50	Exam of communications. Correspondence with R. Agostinelli
19/08/2025	Cristina Cupolo	2,00	E-mail correspondence re post-closing security
19/08/2025	Daniele Migliarucci	3,50	Review of draft Golden Power notice (0.5); follow up re post-closign security workstream; signing & closing deliverables (1); follow up re critical vendors workstream; review of trade agreements (1); email correspondence (0.5); case management (0.5)
19/08/2025	Davide Pozzoli	0,50	Analysis of correspondence between C. Agostinelli and client re: possible reply to Kostal's notice of default.
19/08/2025	Riccardo Agostinelli	4,00	Continue preparation of memo on all Italian restructuring tools: CNC, Art 56, Accordo di Ristrutturazione Ordinario, Accordo di Ristrutturazione Agevolato, Accordo di Ristrutturazione ad Efficacia Estesa, Stand-still Agreement, PRO and Concordato Preventivo. Possibility to include Stay of Action and Cram-Down as part of the restructuring Process. Coordination with pending Art 56. Identification of possible routes. Impact on vendors/suppliers (2 draft)
20/08/2025	Alessandro Pallavicini	6,00	Emails (1), calls (1), process management (1) - handling of PopSo facilities issues (3)
20/08/2025	Alessio Gerhart Ruvolo	2,60	Exam of Tables and information and Excel files with non performance events Drafting, reviewing, supplementing and sending of Memorandum on the application of the Default condition with advice on how to address MB Facta request and threat with analysis of underlying regulatory framework, Factorig agreement and factual grounds made available by MB Facta on the missing performance of the relevant Debtors with underlying reasoning.
20/08/2025	Alessio Gerhart Ruvolo	3,80	Review & exam of Factoring agreement with MBFacta to cross-check the relevant events of default/termination events. + Review of relevant provisions and regulation under the EBA guidelines on the application of the definition of Default and of Reg. (EU) No 575/2013 (CRR) including namely Article 178 and related provisions of said Regulation. + Review of past due reporting obligations. Interactions with domestic regulations. + Check or the requirements for Technical past due situations to subsist under the EBA Guidelines. + Double cross check against the MB Facta Agreement provisions. + Exchange of messages with Agostinelli and phone call.
20/08/2025	Antonello Sacchi	2,50	First draft of the response letter to be delivered to Banca Popolare di Sondrio S.p.A.
20/08/2025	Antonello Sacchi	3,50	Analysis of the documents uploaded in the Virtual Data Room
20/08/2025	Cristina Cupolo	2,00	E-mail correspondence re post-closing security
20/08/2025	Daniele Migliarucci	3,50	Review of draft Golden Power notice (0.5); follow up re post-closign security workstream; signing & closing deliverables (0.5); follow up re critical vendors workstream; review of trade agreements (1.5); email correspondence (0.5); case management (0.5)
20/08/2025	Riccardo Agostinelli	4,00	Coninue reparation of memo on all Italian restructuring tools: CNC, Art 56, Accordo di Ristrutturazione Ordinario, Accordo di Ristrutturazione Agevolato, Accordo di Ristrutturazione ad Efficacia Estesa, Stand-still Agreement, PRO and Concordato Preventivo. Possibility to include Stay of Action and Cram-Down as part of the restructuring Process. Coordination with pending Art 56. Identification of possible routes. Impact on vendors/suppliers (final draft)
21/08/2025	Alessio Gerhart Ruvolo	1,20	Review on email sent by GT with initial advice on 20 August and drafting of changes and further supplements to the Analysis on cumulative Default and repayment obligations with further suggestions to Ucini/Marelli and wider team and sending of the same.
21/08/2025	DETONE DISCRETA DI	1,20	Draft communication to Kostal
21/08/2025	Cristina Cupolo	2,00	E-mail correspondence re post-closing security
21/08/2025	Cristina Cupolo	1,00	Review of French security documents / e-mail
21/08/2025	Daniele Migliarucci	4,00	Follow up re post-closign security workstream; signing & closing deliverables (1.5); follow up re critical vendors workstream; review of trade agreements (1.5); email correspondence (0.5); case management (0.5)

Description of Professional Services Rendered: Proforma Marelli Sept 1st 2025

<u>Date</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Description</u>
21/08/2025	Riccardo Agostinelli	4,00	review of Golden Power memo
22/08/2025	Alessio Gerhart Ruvolo	0,30	Review of confirmation from Dave Shiffman at Alvarez and Marsal and touching base with Riccardo.
22/08/2025	Bertone Biscaretti di Ruffia	0,80	Draft communication to Kostal
22/08/2025	Cristina Cupolo	1,00	Review of French security documents / Italian bank account pledge agreement
22/08/2025	Cristina Cupolo	2,00	E-mail correspondence re post-closing security
22/08/2025	Daniele Migliarucci	3,00	Follow up re post-closing security workstream; signing & closing deliverables (1); follow up re critical vendors workstream; review of trade agreements (1); email correspondence (0.5); case management (0.5)
22/08/2025	Dennis A. Meloro	0,20	Emails with UST (.1), K&E and GT (.1) re: GT retention application.
22/08/2025	Riccardo Agostinelli	4,00	Supervision of various GT team activities: suppliers, 56, golden power, banking, restructuring issues
23/08/2025	Cristina Cupolo	2,00	Review of foreign security documents / email correspondence
25/08/2025	Alessio Gerhart Ruvolo	0,40	Review of confirmation from Francesco Ucini on proposed approach in light of the advice given by Alessio / GT and separate confirmation from Dave Shiffman at Alvarez and Marsal.
25/08/2025	Cristina Cupolo	2,00	Review of security documents / email correspondence
25/08/2025	Daniele Migliarucci	2,00	Follow up re post-closing security workstream; signing & closing deliverables (0.5); follow up re critical vendors workstream; review of trade agreements (0.5); email correspondence (0.5); case management (0.5)
25/08/2025	Dennis A. Meloro	0,10	Follow up with US Trustee re: GT retention application.
25/08/2025	Dennis A. Meloro	0,30	Draft supplemental declaration in support of GT retention application for filing.
25/08/2025	Dennis A. Meloro	0,60	Draft CoC and review order on GT retention for filing (.3); emails with GT and K&E re: same (.3).
25/08/2025	Dennis A. Meloro	0,10	Revise proposed GT retention order.
25/08/2025	Lucrezia Naronte	3,00	Ricerca.
25/08/2025	Riccardo Agostinelli	4,00	Supervision of various GT team activities: suppliers, 56, golden power, banking, restructuring issues
26/08/2025	Cristina Cupolo	2,00	Review of security documents / email correspondence
26/08/2025	Daniele Migliarucci	2,50	Follow up re post-closing security workstream; signing & closing deliverables (1); follow up re critical vendors workstream; review of trade agreements (0.5); email correspondence (0.5); case management (0.5)
26/08/2025	Davide Pozzoli	1,20	Rereading of Kostal's notice to Marelli GmbH. Analysis and review of B. Biscaretti's first draft reply to Kostal.
26/08/2025	Dennis A. Meloro	0,10	Review, circulate entered order on GT retention to GT Italy.
26/08/2025	Riccardo Agostinelli	4,00	Supervision of various GT team activities: suppliers, 56, golden power, banking, restructuring issues
27/08/2025	Alessandro Pallavicini	2,00	Popolare di Sondrio - predisposizione di lettera di risposta revoca linee di credito
27/08/2025	Bertone Biscaretti di Ruffia	0,60	Exchange of correspondence. Review of draft letter to Kostal. Correspondence with Kirkland
27/08/2025	Cristina Cupolo	4,00	Review of security documents / email correspondence
27/08/2025	Daniele Migliarucci	3,00	Follow up re post-closing security workstream; signing & closing deliverables (1); follow up re critical vendors workstream; review of trade agreements (1); email correspondence (0.5); case management (0.5)
27/08/2025	Davide Pozzoli	0,50	Analysis of final draft reply to Kostal circulated to client by B. Biscaretti and related correspondence.
27/08/2025	Lucrezia Naronte	4,00	Documenti VDR + Excel
27/08/2025	Riccardo Agostinelli	4,00	Supervision of various GT team activities: suppliers, 56, golden power, banking, restructuring issues
28/08/2025	Alessandro Pallavicini	2,00	Popolare di Sondrio - predisposizione di lettera di risposta revoca linee di credito
28/08/2025	Cristina Cupolo	3,30	Review of foreign security documents / email correspondence
28/08/2025	Daniele Migliarucci	4,00	Follow up re post-closing security workstream; signing & closing deliverables (1); follow up re critical vendors workstream; review of trade agreements (2); email correspondence (0.5); case management (0.5)
28/08/2025	Davide Pozzoli	0,50	Analysis of correspondence re: final draft reply to Kostal's notice of default.
28/08/2025	Dennis A. Meloro	0,90	Review case background and selected pleadings in preparation for GT retention and special counsel role in chapter 11 case.
28/08/2025	Lucrezia Naronte	2,00	Opinion
28/08/2025	Riccardo Agostinelli	4,00	Supervision of various GT team activities: suppliers, 56, golden power, banking, restructuring issues
29/08/2025	Cristina Cupolo	3,00	Review of foreign security documents / email correspondence
29/08/2025	Daniele Migliarucci	4,00	Follow up re post-closing security workstream; signing & closing deliverables (2); follow up re critical vendors workstream; review of trade agreements (1); email correspondence (0.5); case management (0.5)
29/08/2025	Dennis A. Meloro	0,80	Review case and interim compensation procedures order; draft email to GT Italy colleagues re: same.

Description of Professional Services Rendered: Proforma Marelli Sept 1st 2025

<u>Date</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Description</u>
29/08/2025	Riccardo Agostinelli	4,00	Supervision of various Gt team activities: suppliers, 56, golden power, banking, restructuring issues
31/08/2025	Cristina Cupolo	3,00	Review of capacity opinion / formalities certificate / email correspondence
Total Hours:		<u>369,30</u>	

Exhibit B



Marelli Holdings Co. Ltd.
 2-19-4 Miyahara-cho, Kita-ku,
 Saitama City,
 331-0812 SAITAMA
 JAPAN

Proforma Invoice

File no : 236514.010100
 Date : Sept 1st, 2025

Proforma Invoice

Re: Marelli restructuring

For fees and expenses in connection with Marelli restructuring post-filing incurred in August 2025 as follows:

- o Implementation of Italian-related DIP Financing post-closing obligations (including the several Italian law security documents, legal opinions and deliverables related thereto)
- o Golden Power procedure as a CP to creation of the share pledges over Italian entities and change of ownership over Marelli Group
- o Assistance to the companies in connection with the handling of the relationship with local suppliers & vendors
- o Implementation of a recovery plan for the Italian entities under Article 56 of the Italian Bankruptcy Law
- o Italian public grants (support to the local management in explaining situation to Italian authorities).
- o Italian labour law issues
- o analysis of alternative Italian procedures including: composizione negoziata della crisi, accordi di ristrutturazione (ordinari, agevolati, ad efficacia estesa), stand-still, PRO and concordato

Fees	\$	381.204,94
Charge pursuant to Decree No. 55 of 03/10/2014	\$	57.180,74
Disbursements	\$	714,80
Pension Fund 4%	\$	17.564,02
Subtotal	\$	456.664,50
Duty Stamp	\$	2,33
Total Current Invoice:	\$	<u>456.666,83</u>

Our VAT#: 06488500965

Exchange rate Euro to Dollar (August 31st, 2025) 1,1658

Not taxable V.A.T. according to art. 7-Septies of D.P.R. 633/1972.
 Not subject to withholding tax ex art. 25, comma 2, D.P.R. 600/1973
 Subject to duty stamp ex art.7, DPR 633/1972

Please wire the total amount within 14 days after invoice date. IBAN: IT38W 02008 09420 000600015846 (BIC:UNCRITMM) at UNICREDIT Private Banking. Please refer to the invoice and file number.

Greenberg Traurig | Studio Legale Associato | Largo Toscanini 1 | 20122 Milan, Italy
 Tel 39-02-771971 | www.gtlaw.com

Professional Services Rendered: Proforma Marelli Sept 1st 2025

Attorney Name	Position	Department	Date of Admission	Hourly Billing Rate in this application	Hours Billed in this application	Fees Billed in this application
Ruvolo, Alessio G.	Partner	Bankruptcy & Restructuring	2001	\$ 1.398,96	10,3	\$ 14.409,29
Meloro, Dennis A.	Partner	Bankruptcy & Restructuring	2003	\$ 1.398,96	7,4	\$ 10.352,30
Pozzoli, Davide	Counsel	Litigation	2009	\$ 699,48	5	\$ 3.497,40
Cupolo, Cristina	Senior Associate	Bankruptcy & Restructuring	2022	\$ 582,90	104,2	\$ 60.738,18
Missanelli, Pietro	Senior Associate	EU Law	2016	\$ 582,90	9,5	\$ 5.537,55
Bulgarini d'Elci, Giuseppe	Partner	Labor & Employment	1996	\$ 1.398,96	3	\$ 4.196,88
Agostinelli, Riccardo	Partner	Bankruptcy & Restructuring	1992	\$ 1.398,96	69	\$ 96.528,24
Gambaro, Edoardo	Partner	EU Law	2003	\$ 1.398,96	4,5	\$ 6.295,32
Cristaldi, Roberta	Senior Associate	Labor & Employment	2013	\$ 582,90	3	\$ 1.748,70
Migliarucci, Daniele	Partner	Bankruptcy & Restructuring	2014	\$ 1.398,96	114	\$ 159.481,44
di Prisco, Cecilia C.	Trainee	Corporate	NA	\$ 303,11	6,5	\$ 1.970,20
Heyen, Shari L.	Partner	Bankruptcy & Restructuring	1990	\$ 1.398,96	1,6	\$ 2.238,34
Angelelli, Corrado	Partner	Bankruptcy & Restructuring	1993	\$ 1.398,96	0,2	\$ 279,79
Biscaretti di Ruffia, Bertone	Senior Associate	Litigation	2017	\$ 582,90	6,1	\$ 3.555,69
Pallavicini, Alessandro	Senior Associate	Bankruptcy & Restructuring	2019	\$ 582,90	10	\$ 5.829,00
Sacchi, Antonello	Trainee	Bankruptcy & Restructuring	NA	\$ 303,11	6	\$ 1.818,65
Naronte, Lucrezia	Trainee	Bankruptcy & Restructuring	NA	\$ 303,11	9	\$ 2.727,97
Totals for Attorneys & Trainees					369,3	\$ 381.204,94

Expense Summary

Expense	Vendor (if any)	Unit cost (if applicable)	Amount
Third Party Telephone Charges			
Standard Copies or Prints	Greenberg Traurig	0,11658	\$ 186,29
Computer Database Research			
Color Copies or Prints			
Local Transportation			\$ 218,00
Travel Expense			
Travel Meals			
Overtime meals - attorneys			\$ 310,50
Total			\$ 714,80

Exchange rate Euro to Dollar (August 31st, 2025) 1,1658

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

In re:

MARELLI AUTOMOTIVE LIGHTING USA LLC,
et al.,¹

Debtors.

Chapter 11

Case No. 25-11034 (CTG)

(Jointly Administered)

Obj. Date: October 3, 2025 at 4:00 p.m.
Hearing Date: TBD if objection filed

NOTICE OF FEE APPLICATION

PLEASE TAKE NOTICE that Greenberg Traurig Studio Legale Associato (the “**Applicant**”) has today filed the attached *Third Monthly Fee Application of Greenberg Traurig Studio Legale Associato for Compensation and Reimbursement of Expenses as Special Counsel for the Debtors and Debtors in Possession for the Period from August 1, 2025 Through and Including August 31, 2025* (the “**Application**”) with the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, Wilmington, DE 19801 (the “**Bankruptcy Court**”).

PLEASE TAKE FURTHER NOTICE that objections, if any, to the Application, must be made in accordance with the *Order (I) Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Retained Professionals and (II) Granting Related Relief*, entered August 5, 2025 [Docket No. 477] (the “**Interim Compensation Order**”) and must be filed with the Clerk of the Bankruptcy Court, 824 North Market Street, 3rd Floor, Wilmington, DE 19801, and be served upon and received by (a) the Debtors, Marelli Automotive Lighting USA LLC, 26555 Northwestern Highway, Southfield, Michigan 48033, Attn.: Marisa Iasenza (marisa.iasenza@marelli.com); (b) counsel to the Debtors, (i) Kirkland & Ellis LLP, 601

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 is 26555 Northwestern Highway, Southfield, Michigan 48033.

Lexington Avenue, New York, New York 10022, Attn.: Nicholas M. Adzima (nicholas.adzima@kirkland.com), and Evan Swager (evan.swager@kirkland.com), (ii) Kirkland & Ellis LLP, 333 West Wolf Point Plaza, Chicago, Illinois 60654, Attn.: Spencer A. Winters, P.C. (spencer.winters@kirkland.com), and (iii) 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@pszilaw.com), Timothy P. Cairns (tcairns@pszilaw.com), and Edward A. Corma (ecorma@pszilaw.com); (c) the United States 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); (d) 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); (e) counsel to Mizuho Bank, Ltd., (i) in all capacities other than as the 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) and (ii) in its capacity as the 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); (f) 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 L. 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, Delaware 19801, Attn: Justin R. Alberto (jalberto@coleschotz.com) and Stacy L. Newman (snewman@coleschotz.com); (g) counsel to the Initial Tranche A Lender, (i) Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019, Attn: Joseph Minias

(jminias@willkie.com) and Christine Thain (cthain@willkie.com), (ii) Willkie Farr & Gallagher LLP, 600 Travis Street, Houston, Texas 77002, Attn: Jennifer J. Hardy (jhardy2@willkie.com), and (iii) Bayard P.A., 600 N. King St. Suite 400, Wilmington, Delaware 19801, Attn: Ericka F. Johnson (ejohnson@bayardlaw.com) and Steven D. Adler (sadler@bayardlaw.com); (h) 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 A. Adlerstein (jadlerstein@paulweiss.com); (i) 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); and (j) special counsel to the Debtors as to Italian law matters, Greenberg Traurig Studio Legale Associato, Galleria San Babila 4B, 20122 – Milan (Italy) (registered office: Largo Toscanini, 1, 20122 – Milan (Italy)), Attn.: Riccardo Agostinelli (riccardo.agostinelli@gtlaw.com), Daniele Migliarucci (daniele.migliarucci@gtlaw.com) and Dennis A. Meloro (dennis.meloro@gtlaw.com) by no later than **4:00 p.m. (Prevailing Eastern Time) on October 3, 2025 (the “Objection Deadline”)**.

PLEASE TAKE FURTHER NOTICE that if any responses or objections to the Application are timely filed, served, and received in accordance with this notice, a hearing on the Application will be held at the convenience of the Bankruptcy Court. Only those objections made in writing and timely filed and received in accordance with the Interim Compensation Order and the procedures described herein will be considered by the Bankruptcy Court at such hearing.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Interim Compensation Order, if no objection to the Application is timely filed, served, and received by the Objection Deadline,

the Debtors will be authorized to pay 80 percent of the requested fees and 100 percent of the requested expenses and charges without further order of the Bankruptcy Court.

Dated: September 12, 2025

GREENBERG TRAURIG, LLP

/s/ Dennis A. Meloro

Dennis A. Meloro (DE Bar No. 4435)

222 Delaware Avenue, Suite 1600

Wilmington, Delaware 19801

Telephone: (302) 661-7000

Facsimile: (302) 661-7360

Email: Dennis.Meloro@gtlaw.com

Special Counsel for the Debtors and Debtors in Possession