

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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| |) | |
| In re: |) | Chapter 11 |
| |) | |
| MARELLI AUTOMOTIVE LIGHTING USA LLC, |) | Case No. 25-11034 (CTG) |
| <i>et al.</i> , ¹ |) | |
| Debtors. |) | (Jointly Administered) |
| |) | |
| |) | Hearing Date: January 7, 2026 at 11:30 a.m. (ET) |
| |) | Obj Deadline: December 31, 2025 at 4:00 p.m. (ET) |

**DEBTORS’ OMNIBUS MOTION FOR
ENTRY OF AN ORDER (I) AUTHORIZING
THE DEBTORS TO ASSUME CERTAIN UNEXPIRED
LEASES, (II) AUTHORIZING THE ASSUMPTION NOTICE
RELATED THERETO, AND (III) GRANTING RELATED RELIEF**

PARTIES RECEIVING THIS OMNIBUS MOTION SHOULD LOCATE THEIR NAMES AND THEIR LEASES ON THE SCHEDULE ATTACHED AS EXHIBIT 1 TO EXHIBIT A ATTACHED HERETO TO DETERMINE IF THIS MOTION AFFECTS THEIR LEASE OR THEIR RIGHTS THEREUNDER

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

Relief Requested

1. The Debtors seek entry of an order pursuant to section 365(d)(4) of the Bankruptcy Code (as defined herein), substantially in the form attached hereto as **Exhibit A** (the “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 and the Debtors’ service address in these chapter 11 cases is 26555 Northwestern Highway, Southfield, Michigan 48033.

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



(a) authorizing the Debtors to assume certain nonresidential real property agreements, set forth in Exhibit 1 to Exhibit A attached hereto (collectively, the “Leases”), to the extent such agreements are subject to section 365 of the Bankruptcy Code (as defined herein), (b) approving the form and manner of the notice related thereto, attached hereto as Exhibit B (the “Assumption Notice”), and (c) granting related relief.

Jurisdiction

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

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

4. The statutory bases for the relief requested herein are sections 363 and 365 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), rules 2002, 6004, and 6006(f) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Local Rules 2002-1 and 9013-1.

Background

5. The Debtors, together with their non-Debtor affiliates (collectively, “Marelli” or the “Company”) are one of the largest international automotive parts suppliers in the world and a

pioneer in motorsports and in automobile manufacturing and design. With its headquarters in Saitama, Japan and over 46,000 employees located in twenty-four countries around the world, Marelli designs and produces sophisticated technologies for leading automotive manufacturers, including lighting and sensor integrations, electronic systems, software solutions, and interior design products, and collaborates with motor sports teams and other industry leaders to research and develop cutting-edge, high-performance automotive components.

6. On June 11, 2025 (the “Petition Date”), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their property as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On June 12, 2025, the Court entered an order [Docket No. 102] authorizing the procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b) and Local Rule 1015-1. On June 25, 2025, the United States Trustee for the District of Delaware (the “U.S. Trustee”) appointed an official committee of unsecured creditors [Docket No. 184] (the “Committee”).³ No request for the appointment of a trustee or examiner has been made in these chapter 11 cases.

7. On October 6, 2025, the Court entered the *Order (I) Extending The Time Within Which The Debtors Must Assume or Reject Unexpired Leases of Nonresidential Real Property and (II) Granting Related Relief* [Docket No. 1054] (the “Extension Order”). The Extension Order extended the date by which the Debtors must assume their unexpired, nonresidential real property leases to avoid automatic rejection under section 365(d)(4) of the Bankruptcy Code to January 7, 2026 (the “Assumption Deadline”).

³ On July 2, 2025, the U.S. Trustee filed the *Amended Notice of Appointment of Committee of Unsecured Creditors* [Docket No. 230]. On September 10, 2025, the U.S. Trustee filed the *Second Amended Notice of Appointment of Committee of Unsecured Creditors* [Docket No. 922].

The Leases

8. The Debtors are party to certain unexpired leases which relate to premises that the Debtors lease for office space, engineering, manufacturing, distribution, shipping, logistics, storage, and warehousing facilities. The Debtors and their advisors analyzed which unexpired leases will bring value to the estates and are necessary for the Debtors continued business operations during these chapter 11 cases and post-emergence. The Debtors determined it is in the best interest of the estate to assume all unexpired leases of non-residential real property. As a result of this analysis, the Debtors seek to assume 173 unexpired Leases pursuant to this motion. The decision to assume the Leases results from a detailed and thorough analysis of the Debtors' lease portfolio and an assessment as to whether the terms of such unexpired leases are consistent with the overall objectives of the Debtors' restructuring efforts. The Debtors, in an exercise of their business judgment, have determined that the Leases are critical to their operations, as such agreements allow the Debtors to use office space, manufacturing facilities, warehouses, and other premises that are necessary to operate their businesses. If the Leases are not assumed, the Debtors would risk disruptions to their daily operations, as finding replacement agreements would be challenging and impracticable in many instances. For these reasons, the Debtors seek to assume the Leases set forth on Exhibit 1 to the Order pursuant to the motion.

Basis for Relief

I. Assumption of the Leases Reflects a Sound Exercise of the Debtors' Reasonable Business Judgment.

9. Section 365(a) of the Bankruptcy Code provides that a debtor in possession, "subject to the court's approval, may . . . assume or reject any executory contract or unexpired lease of the debtor." 11 U.S.C. § 365(a). The decision to assume or reject an executory contract or unexpired lease is a matter within the debtor's "business judgment." *See In re Bildisco*, 682

F.2d 72, 79 (3d Cir. 1982) (“The usual test for rejection of an executory contract is simply whether rejection would benefit the estate, the ‘business judgment’ test.” (citation omitted)); *In re Extraction Oil & Gas*, 622 B.R. 608, 614 (Bankr. D. Del. 2020) (noting that courts generally will authorize a debtor to assume or reject executory contracts and unexpired leases when such debtor appropriately exercises its business judgment). *See also In re Fed. Mogul Global, Inc.*, 293 B.R. 124, 126 (D. Del. 2003) (“As applied in the Third Circuit, a court should approve a debtor’s use of assets outside the ordinary course of business if the debtor can demonstrate a sound business justification for the proposed transaction.”). Under the business judgment standard, a court should approve a debtor’s business decision unless the decision is the product of “bad faith, whim, or caprice.” *See In re Trans World Airlines, Inc.*, 261 B.R. 103, 121 (Bankr. D. Del. 2001) (citations omitted); *In re Summit Land Co.*, 13 B.R. 310, 315 (Bankr. D. Utah 1981) (noting that, absent extraordinary circumstances, court approval of a debtor’s decision to assume or reject an executory contract “should be granted as a matter of course”).

10. The Debtors exercised sound business judgment in deciding to assume the Leases, as assumption is in the best interest of their estates. Assumption of the Leases is necessary to protect the Debtors’ estates and their operations during these chapter 11 cases and post-emergence. Specifically, the premises tied to the Leases serve either administrative or operational functions that are critical to the Debtors’ ongoing business operations and restructuring efforts. Absent assumption of the Leases, the Debtors would arguably face irreparable harm and be forced to close 173 offices, manufacturing plants, and warehouses, all of which are vital to the Debtors’ continued operations and reorganization.

11. As noted above, the Debtors and their advisors analyzed the Leases in detail and concluded that they are consistent with or under market value, would be challenging or

impracticable to replace, and could cause substantial disruptions to their operations if they were rejected. Accordingly, the Debtors submit that their decision to assume the Leases satisfies the business judgment standard, and this Court should authorize the Debtors to assume such Leases.

II. Assumption of the Leases Complies with Section 365 of the Bankruptcy Code.

12. Upon finding that a debtor has exercised its business judgment in determining that assuming an executory contract is in the best interest of its estate, courts must then evaluate whether the assumption meets the requirements of section 365(b) of the Bankruptcy Code: (a) that a debtor cure, or provide adequate assurance of promptly curing, prepetition defaults in the executory contract; and (b) provide adequate assurance of future performance thereunder. *See* 11 U.S.C. § 365(b).

13. Pursuant to section 365(b)(1)(A) of the Bankruptcy Code, the Debtors evaluated potential payments necessary to cure any applicable defaults under the Leases. Exhibit 1 to the Order identifies the Leases which the Debtors seek to assume and identifies the dollar amount, if any, that the Debtors assert is necessary to be paid to cure all defaults, if any, under their unexpired Leases based on the Debtors' books and records (the "Cure Costs"). If any counterparty to the Leases disputes the amount of the Cure Costs, the Debtors will work to resolve such disagreement promptly and consensually. The Debtors will not make any modifications to the Cure Costs without the prior written consent (email being sufficient) of the Ad Hoc Group of Senior Lenders, which consent shall not unreasonably be withheld. In accordance with the Order, the Debtors will pay the appropriate Cure Costs either (a) within thirty days after the Order has been entered and for which there is no dispute as to the appropriate amount or (b) on the date set forth in the Court order resolving a dispute regarding the Cure Cost associated with a particular Lease; *provided* that the Debtors and the Lease counterparty may modify the date on which the Cure Cost must be paid upon mutual agreement and without further notice or the Court's approval.

14. Accordingly, the Debtors submit that the statutory requirements of section 365(b)(1)(a) of the Bankruptcy Code are satisfied.

III. The Lease Counterparties Will Be Adequately Assured of Future Performance.

15. The Debtors submit that the second requirement of section 365(b)(1)(C) of the Bankruptcy Code—adequate assurance of future performance—will be satisfied with respect to the Leases. The phrase “adequate assurance of future performance” is to be “given a practical, pragmatic construction determined by consideration of the facts of the proposed assumption.” *In re Fleming Cos., Inc.*, 499 F.3d 300, 307 (3d Cir. 2007). Although no single solution will satisfy the threshold of “adequateness” in every case, the required assurance will fall considerably short of an absolute guarantee of performance. *See In re Prime Motor Inns Inc.*, 166 B.R. 993, 997 (Bankr. S.D. Fla. 1994). “To determine whether a landlord is adequately assured, courts look to a non-exclusive list of factors, including the debtor’s payment history, the extent and history of defaults, presence of a guarantee and/or a security deposit, evidence of profitability, a plan with earmarked funds exclusively for the landlord, the general outlook in the debtor’s industry, and whether the lease is at or below the prevailing market rate.” *In re Great Atl. & Pac. Tea Co., Inc.*, 472 B.R. 666, 675 (S.D.N.Y. 2012).

16. The Debtors submit that their prior performance under the Leases, diligence in remaining current on postpetition obligations, ability to continue operating in the ordinary course, and assumption of the Leases as ongoing obligations of a reorganized company, together, constitute adequate assurance of future performance. Further, the Debtors have sufficient liquidity and access to financing to continue to meet their obligations under the Leases. Accordingly, the Debtors are able to provide adequate assurance of future performance under the Leases as contemplated by 365(b)(1)(C) of the Bankruptcy Code.

IV. The Court Should Approve the Form and Distribution of the Assumption Notice.

17. The Debtors request that the Court approve the Assumption Notice, substantially in the form attached hereto as **Exhibit B**. The Assumption Notice provides, among other things: (a) notice of the filing of this motion; (b) notice of the Debtors' intention to assume the Leases set forth on Schedule 1 to the Assumption Notice, (c) notice of any proposed Cure Costs, (d) notice of the objection process and deadline, and (e) notice of the hearing and information related thereto.

18. The Debtors further request that they be authorized to serve the Notice of Assumption on the Lease counterparties in lieu of serving this motion. Nearly all the counterparties to the Leases are located in countries outside of the United States, and accordingly, it would be unnecessarily costly to serve 173 counterparties with the motion, proposed order, and assumption schedule (collectively comprising over 38 pages). Conversely, distributing the Assumption Notice in lieu of the motion will generate monetary savings for the Debtors' estates by reducing printing and international postage costs while still ensuring the Lease counterparties receive proper notice. Further, any party can obtain a copy of this motion free of charge on the website of the Debtors' claims and noticing agent at <https://www.veritaglobal.net/Marelli>. To ensure that counterparties to the Leases receive notice of assumption of their Lease (and any corresponding Cure Costs), the Debtors will distribute by email, where available, and otherwise by first-class U.S. mail, the Assumption Notice attached hereto as **Exhibit B**. Accordingly, service of the Assumption Notice on the Lease counterparties in lieu of the motion should be deemed sufficient and proper notice.

Requirements Under Bankruptcy Rule 6006 and Waiver of Bankruptcy Rule 6006(f)(6)

19. Under Bankruptcy Rule 6006(f), a debtor may join requests for authority to assume multiple unexpired leases in one motion if permitted under subdivision (e). *See* Fed. R. Bankr. P. 6006(f). Specifically, Bankruptcy Rule 6006(f) requires that a motion to assume multiple executory contracts or unexpired leases, among other things:

1. state in a conspicuous place that parties receiving the omnibus motion should locate their names and their contracts or leases listed in the motion;
2. list parties alphabetically and identify the corresponding contract or lease;
3. specify the terms, including the curing of defaults, for each requested assumption or assignment;
4. specify the terms, including the identify of each assignee and the adequate assurance of future performance by each assignee, for each requested assignment, as applicable.
5. be numbered consecutively with other omnibus motions to assume, assign, or reject executory contracts or unexpired leases; and
6. be limited to no more than 100 executory contracts or unexpired leases.

20. The Debtors have satisfied the requirements of Bankruptcy Rule 6006(f)(1)-(5) but exceed the numerosity requirement of Bankruptcy Rule 6006(f)(6). The motion seeks to assume 173 Leases. The Debtors submit that a waiver of the numerosity requirement of Bankruptcy Rule 6006(f)(6) is appropriate and justified in this case as inclusion of the additional contracts will not violate the spirit of the rule—to ensure counterparties receive effective notice of the motion and are able to locate their information in the schedules. *See In re Old Carco LLC*, 406 B.R. 180, 209-10 (Bankr. S.D.N.Y. 2009); *see also In re Zen JV, LLC*, Case No. 25-11195 (JKS) (Bankr. D. Del. Nov. 11, 2025) (waiving the numerosity requirement of Bankruptcy Rule 6006(f)(6) to allow assumption of over 300 executory contracts); *In re Yellow Corp.*, Case No. 23-11069 (CTG) (Bankr. D. Del. Sept. 14, 2023) (waiving the numerosity requirement of Bankruptcy Rule 6006(f)(6) to allow rejection of 132 contracts and leases); *In re Emerald Oil, Inc.*, Case No. 16-10704 (KG) (Bankr. D. Del. Oct. 18, 2016) (waiving the numerosity requirement of Bankruptcy Rule 6006(f)(6) to allow assumption of 166 leases); *In re Nortel Networks Inc.*, 2011 WL 1661524, at *4 (Bankr. D. Del. May 2, 2011) (authorizing debtor to file an omnibus motion assuming more than 100 executory contracts); *In re Windstream Holdings, Inc.*, Case No. 19-22312

(Bankr. S.D.N.Y. Sept. 27, 2019) (authorizing the debtor to file an omnibus motion assuming 585 leases); *In re Exco Res., Inc.*, Case No. 18-30155 (Bankr. S.D. Tex. Aug. 8, 2018) (waiving numerosity requirement of Bankruptcy Rule 6006(f)(6) to allow assumption of 666 leases).

21. The Leases the Debtors seek to assume are all listed in an organized and clear chart on Exhibit 1 attached to the Order. The Debtors submit that filing separate motions requesting the same relief would be unnecessary and administratively burdensome in light of the similar subject matter of the Leases, and that doing so may create greater confusion among the Lease counterparties than filing a single motion. Further, the Debtors must assume all Leases prior to the January 7, 2026 Assumption Deadline, in order to avoid the automatic rejection of the Leases. Therefore, the Debtors respectfully request that the Court waive the requirements of Bankruptcy Rule 6006(f) as set forth herein.

Reservation of Rights

22. Nothing contained in this motion or any order granting the relief requested in this motion, and no action taken by the Debtors pursuant to the relief requested or granted (including any payment made in accordance with any such order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount, validity, or priority of, or basis for, any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in this motion or any order granting the relief requested by this motion; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code other than those identified on Exhibit 1 to the Order; (f) an admission as to the validity, priority, enforceability, or perfection of any lien

on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action, or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law. The Debtors reserve the right, especially in instances where certain landlords or lessors fail to agree to proposed concessions or revised terms under the Leases, to: (h) amend Exhibit 1 to **Exhibit A** at any time prior to the hearing, with the prior written consent (email being sufficient) of the Ad Hoc Group of Senior Lenders, which consent shall not unreasonably be withheld; (i) adjourn the determination with regard to specific Leases at any time prior to the Court's hearing to consider the relief requested by this motion; and (j) seek authority to reject any of the Leases prior to entry of an order of the Court approving assumption of the Leases.

Notice

23. The Debtors will provide notice of this motion to: (a) the U.S. Trustee; (b) Paul Hastings LLP and Morris James LLP, as co-counsel to the Committee; (c) the office of the attorney general for each of the states in which the Debtors operate; (d) United States Attorney's Office for the District of Delaware; (e) the Internal Revenue Service; (f) the United States Securities and Exchange Commission; (g) the United States Department of Justice; (h) Mayer Brown LLP, as counsel to the DIP Agent; (i) Davis Polk & Wardwell LLP, as counsel to Mizuho Bank, Ltd., in all capacities other than as Prepetition Agent; (j) Young Conaway Stargatt & Taylor, LLP, as counsel to Mizuho Bank, Ltd., in its capacity as Prepetition Agent; (k) Akin Gump Strauss Hauer & Feld LLP and Cole Schotz P.C., as counsel to the Ad Hoc Group of Senior Lenders; (l) Paul, Weiss, Rifkind, Wharton & Garrison LLP, as counsel to the Sponsors; and (m) any party that has requested notice pursuant to Bankruptcy Rule 2002 (the "Notice Parties"). The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

No Prior Request

24. No prior request for the relief sought in this motion has been made to this or any other court.

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WHEREFORE, the Debtors request entry of the Order, substantially in the form attached hereto as **Exhibit A**, (a) authorizing the Debtors to assume the Leases, to the extent they are subject to section 365 of the Bankruptcy Code, (b) authorizing the form and manner of the Assumption Notice attached hereto as **Exhibit B**, and (c) granting such other relief as the Court deems appropriate under the circumstances.

Dated: December 23, 2025
Wilmington, Delaware

/s/ Laura Davis Jones

PACHULSKI STANG ZIEHL & JONES LLP

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

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

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

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| In re: |) | |
| |) | Chapter 11 |
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| MARELLI AUTOMOTIVE LIGHTING USA LLC, <i>et al.</i> , ¹ |) | Case No. 25-11034 (CTG) |
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| Debtors. |) | (Jointly Administered) |
| |) | |
| |) | Hearing Date: January 7, 2026 at 11:30 a.m. (ET) |
| |) | Obj Deadline: December 31, 2025 at 4:00 p.m. (ET) |

**NOTICE OF DEBTORS’
OMNIBUS MOTION FOR ENTRY
OF AN ORDER (I) AUTHORIZING THE
DEBTORS TO ASSUME CERTAIN UNEXPIRED
LEASES (II) AUTHORIZING THE ASSUMPTION NOTICE
RELATED THERETO, AND (III) GRANTING RELATED RELIEF**

PLEASE TAKE NOTICE that on December 23, 2025 the above-captioned debtors and debtors in possession (collectively, the “Debtors” and together with their non-debtor affiliates, the “Company”) filed the *Debtors’ Omnibus Motion for Entry of an Order (I) Authorizing the Debtors to Assume Certain Unexpired Leases, (II) Authorizing the Assumption Notice Related Thereto, and (III) Granting Related Relief* (the “Motion”) with the United States Bankruptcy Court for the District of Delaware (the “Court”).

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

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.

PLEASE TAKE FURTHER NOTICE that at the same time, you must also serve a copy of the response or objection upon: (a) the Debtors, Marelli Automotive Lighting USA LLC, 26555 Northwestern Highway, Southfield, Michigan 48033, Attn.: Marisa Iasenza (marisa.iasenza@marelli.com); (b) counsel to the Debtors, Kirkland & Ellis LLP, 333 West Wolf Point Plaza, Chicago, Illinois 60654, Attn.: Spencer A. Winters, P.C. (spencer.winters@kirkland.com), and Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Nicholas M. Adzima (nicholas.adzima@kirkland.com) and Evan Swager (evan.swager@kirkland.com); (c) co-counsel to the Debtors, Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, P.O. Box 8705, Wilmington, Delaware 19899 (Courier 19801), Attn.: Laura Davis Jones (ljones@pszjlaw.com), Timothy P. Cairns (tcairns@pszjlaw.com), and Edward A. Corma (ecorma@pszjlaw.com); (d) the U.S. Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn.: Jane Leamy (Jane.M.Leamy@usdoj.gov) and Timothy J. Fox, Jr. (timothy.fox@usdoj.gov); (e) counsel to the DIP Agent, Mayer Brown LLP, 1221 Avenue of the Americas, New York, New York 10020-1001, Attn.: Jason Elder (jason.elder@mayerbrown.com); (f) counsel to Mizuho Bank, Ltd., in all capacities other than as Prepetition Agent, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017, Attn.: Timothy Graulich (timothy.graulich@davispolk.com) and Richard J. Steinberg (richard.steinberg@davispolk.com); (g) counsel to Mizuho Bank, Ltd., in its capacity as Prepetition Agent, Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Wilmington, Delaware 19801, Attn.: Robert S. Brady (rbrady@ycst.com) and Andrew L. Magaziner (amagaziner@ycst.com); (h) counsel to the Ad Hoc Group of Senior Lenders, (i) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036, Attn: Ira S. Dizengoff (idizengoff@akingump.com) and Anna Kordas (akordas@akingump.com), (ii) Akin

Gump Strauss Hauer & Feld LLP, 2001 K Street NW, Washington, D.C. 20006, Attn.: Scott Alberino (salberino@akingump.com), Kate Doorley (kdoorley@akingump.com), and Alexander F. Antypas (aantypas@akingump.com); and (iii) Cole Schotz P.C., 500 Delaware Avenue, Suite 600, Wilmington, DE 19801, Attn: Justin R. Alberto (jalberto@coleschotz.com) and Stacy L. Newman (snewman@coleschotz.com); (i) counsel to the Sponsors, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019-6064, Attn.: Brian S. Hermann (bhermann@paulweiss.com) and Jacob Adlerstein (jadlerstein@paulweiss.com); and (j) co-counsel to the Committee, (i) Paul Hastings LLP, 200 Park Avenue, New York, New York 10166. Attn.: Kristopher M. Hansen (krishansen@paulhastings.com), Jonathan D. Canfield (joncanfield@paulhastings.com), Gabriel E. Sasson (gabesasson@paulhastings.com), and Xue (Annie) Yu (xueyu@paulhastings.com), and (ii) Morris James LLP, 3205 Avenue North Blvd., Suite 100, Wilmington, Delaware 19801. Attn.: Eric J. Monzo (emonzo@morrisjames.com), Jason S. Levin (jlevin@morrisjames.com), and Siena B. Cerra (scerra@morrisjames.com).

PLEASE TAKE FURTHER NOTICE THAT, IF AN OBJECTION IS PROPERLY FILED AND SERVED IN ACCORDANCE WITH THE ABOVE PROCEDURES, A HEARING WILL BE HELD ON JANUARY 7, 2026 BEFORE THE HONORABLE CRAIG T. GOLDBLATT, UNITED STATES BANKRUPTCY JUDGE FOR THE DISTRICT OF DELAWARE, 824 MARKET STREET, COURTROOM #7, THIRD FLOOR, WILMINGTON, DELAWARE 19801. ONLY OBJECTIONS MADE IN WRITING AND TIMELY FILED WILL BE CONSIDERED BY THE BANKRUPTCY COURT AT SUCH HEARING.

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

Dated: December 23, 2025
Wilmington, Delaware

/s/ Laura Davis Jones

PACHULSKI STANG ZIEHL & JONES LLP

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-and-

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

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

Exhibit A

Proposed Order

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

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

**ORDER (I) AUTHORIZING THE
DEBTORS TO ASSUME CERTAIN UNEXPIRED
LEASES, (II) AUTHORIZING THE ASSUMPTION NOTICE
RELATED THERETO, AND (III) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”), (a) authorizing the Debtors to assume certain unexpired leased properties, set forth in **Exhibit 1** attached hereto (collectively, the “Leases”), (b) authorizing the form and manner of the Assumption Notice served upon the Lease counterparties, and (c) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and upon the *Declaration of Tony Simion in Support of the Debtors’ Omnibus Motion for Entry of an Order (I) Authorizing the Debtors to Assume Certain Unexpired Leases and (II) Granting Related Relief*; 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

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

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

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 Motion 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 Motion 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 Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion 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 Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted on a basis as set forth herein.
2. The Debtors are authorized, pursuant to section 365 of the Bankruptcy Code, to assume the Leases identified on **Exhibit 1** attached hereto.
3. The Assumption Notice served upon the Lease counterparties shall be deemed good and sufficient notice of such assumption.
4. The Debtors have demonstrated adequate assurance of future performance and have satisfied the requirements set forth in section 365(b)(1)(C) of the Bankruptcy Code.
5. The Debtors are authorized to pay in full any Cure Costs identified on **Exhibit 1** and the Debtors will not make any modifications to the Cure Costs as identified on **Exhibit 1** without the prior written consent (email being sufficient) of the Ad Hoc Group of Senior Lenders, which consent shall not unreasonably be withheld.

6. Notwithstanding anything herein to the contrary, assumption of the Leases shall be effective notwithstanding any dispute over Cure Costs. The Debtors shall pay the proposed Cure Costs either (a) within thirty days after the Order has been entered and for which there is no dispute as to the appropriate amount or (b) on the date set forth in the Court's order resolving a dispute regarding the Cure Cost associated with a particular Lease; *provided* that the Debtors and the Lease counterparty may modify the date that the Cure Cost must be paid upon mutual agreement and without further notice or the Court's approval. To the extent the Debtors, the Ad Hoc Group of Senior Lenders, and the applicable Lease counterparty are not able to agree to the amount of any disputed Cure Costs for which an objection was timely filed, the parties may seek a ruling of this Court by timely noticing such objection for hearing for the next scheduled omnibus hearing date.

7. If the parties are unable to agree on a disputed Cure Cost for which an objection was timely filed or an order of the Court determines a Cure Cost under a Lease to be greater than the amount listed in **Exhibit 1** attached hereto, the Debtors are authorized to amend **Exhibit 1** to remove such Lease; *provided* that the rejection date for such Lease shall be the same as the date of this Order unless the Debtors, the Ad Hoc Group of Senior Lenders, and the applicable Lease counterparty agree otherwise.

8. Upon the entry of this Order, the Lease counterparties set forth on **Exhibit 1** attached hereto shall be forever barred and enjoined from asserting against the Debtors any defaults, claims, interest, or other default penalties under the Leases arising before the date of this Order.

9. To the extent any executory contract or unexpired lease to which the Debtors are party is not listed on **Exhibit 1** attached to this Order and is later determined by the Court to constitute a lease of non-residential real property subject to the time period set forth in section

365(d)(4) of the Bankruptcy Code, such lease of non-residential real property shall be deemed assumed effective as of January 7, 2026, subject to the payment of any undisputed Cure Costs in accordance with paragraphs 4 and 5 of this Order. To the extent the Debtors, the Ad Hoc Group of Senior Lenders, and the applicable counterparty to such lease of non-residential real property are unable to agree to the amount of any Cure Costs, (a) the parties may seek a ruling of this Court by timely noticing such dispute for hearing for the next scheduled omnibus hearing date or (b) the Debtors are authorized to treat such lease of non-residential real property as rejected effective January 7, 2026 in accordance with section 365(d)(4) of the Bankruptcy Code.

10. Nothing contained in the Motion or this Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount, validity, or priority of, or basis for, any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in the Motion or this Order; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code except for the Leases identified on **Exhibit 1** attached hereto; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action, or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

11. To the extent applicable, the Debtors may assign each Lease in accordance with sections 363 and 365 of the Bankruptcy Code and with the consent of the Ad Hoc Group of Senior Lenders (which consent shall not unreasonably be withheld), and any provisions in any Lease that prohibit or condition the assignment of such Lease or allow the party to such Lease to terminate, recapture, impose any penalty, condition renewal or extension, or modify any term or condition upon the assignment of such Lease, constitute unenforceable anti-assignment provisions which are void and of no force and effect.

12. The numerosity requirements of Bankruptcy Rule 6006(f)(6) are waived for the Motion, and the assumption of the Leases authorized by this Order complies with the requirements of Bankruptcy Rule 6006(f).

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

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

15. This Order shall be deemed to constitute a separate order with respect to each contract and lease governed hereby.

16. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Exhibit 1

Assumed Leases

Marelli Holdings Co., Ltd.Master Lease Assumption Schedule
(\$ in actuals)

| Ref. | Counterparty | Debtor | Description | Site Code | Property Address | Proposed Cure Amount (USD) | Assumption Date |
|------|--|---|--|-----------|---|----------------------------|-----------------|
| 1 | Administradora de Bens Sul S/A - Paraná | Marelli Cofap do Brasil Ltda | Curitiba Office | BRCU-O | Rua Sta Catarina 65, Agua Verde - salas 302 and 303a, Curitiba, Brazil, 80610-090 | \$0 | 1/7/2026 |
| 2 | ALITRANS | Marelli Aftermarket Italy S.p.a. | Lodi San Martin in Strada (Alitrans) Warehouse | ITSS-3W | Strada Provinciale 17, San Martino in Strada, Italy, 26817 | \$0 | 1/7/2026 |
| 3 | ANJI ZHIXING LOGISTICS (FUJIAN) CO., LTD. | Marelli Automotive Electronics (Guangzhou) Co. Ltd | Anji Fuzhou Warehouse | CNFZ-3W | No.2 Jianshe Road Saic industrial district, Ningde City, Fuzhou, China, 352100 | \$0 | 1/7/2026 |
| 4 | ANJI ZHIXING LOGISTICS (FUJIAN) CO., LTD. | Marelli Automotive Electronics (Guangzhou) Co. Ltd | Anji-CEVA Shanghai Warehouse | CNSH-3W4 | NO.388 YITIAN RD, NANHUI XINCHENG Town, PUDONG District, Shanghai, China, 201306 | \$0 | 1/7/2026 |
| 5 | ANTUNEZ S.R.L. | Magneti Marelli Conjuntos de Escape S.A. | Cordoba Plant | ARCO-P | Avenida Velez Sarsfield 4889, Cordoba, CP Argentina, 5016 | \$0 | 1/7/2026 |
| 6 | Atrium Starohájska s.r.o. | Marelli Global Business Services Europe s.r.o. | GBS - Atrium | SKTR-O1 | Starohájská ulica 1, Trnava, Slovakia, 91701 | \$0 | 1/7/2026 |
| 7 | Banco Actinver, S.A. | Marelli Toluca Mexico S. de R.L. de C.V. | Tech Center Mexico City | MXMX-E | Avenida Profesora Eulalia Guzmán 185, Atlampa, Cuauhtemoc, Mexico City, Mexico, 06450 | \$0 | 1/7/2026 |
| 8 | BANCO ACTINVER, S.A. INSTITUCION DE BANCA MULTIPLE, GRUPO FINANCIER ACTINVER, AS TRUSTEE OF TRUST 2304 | Marelli Toluca Mexico S. de R.L. de C.V. | Toluca Plant | MXTO-P | Av. De la industria Automotriz 7 MZ-4 LT-3, Col. Emiliano Zapata Lerma, Toluca, Lerma, Mexico Mexico, 52004 | \$0 | 1/7/2026 |
| 9 | BANCO ACTINVER, S.A. INSTITUCION DE BANCA MULTIPLE, GRUPO FINANCIER ACTINVER, AS TRUSTEE OF TRUST 2304 | Marelli Toluca Mexico S. de R.L. de C.V. | Toluca Plant | MXTO-P | Av. De la industria Automotriz 7 MZ-4 LT-3, Col. Emiliano Zapata Lerma, Toluca, Lerma, Mexico Mexico, 52004 | \$0 | 1/7/2026 |
| 10 | Banco Activer , Institucion de Banca Multiple, Grupo Financiero Actinver | Marelli Toluca Mexico S. de R.L. de C.V. | Toluca Toolshop | MXTO-E | AV. INDUSTRIA AUTOMOTRIZ - MZ. 4, LT. 2 Y 3, PARQUE INDUSTRIAL EX - HACIENDA DOÑA ROSA, Toluca, Lerma, Mexico, 52004 | \$0 | 1/7/2026 |
| 11 | Banco Popolare di Milano | Marelli Europe S.p.A. | Corbetta Plant, Offices, Warehouse & R&D | ITCO-P | Viale Aldo Borletti 61/63, Corbetta, MI Italy, 20011 | \$0 | 1/7/2026 |
| 12 | Banco Popolare di Milano | Marelli Suspension Systems Italy S.p.A. | Rivalta Plant | ITRV-P | via Enrico Mattei 12, Rivalta, TO Italy, 10040 | \$0 | 1/7/2026 |
| 13 | Banco Popolare di Milano | Marelli Europe S.p.A. | Venaria Reale Offices and R&D | ITVR-P2 | Viale Carlo Emanuele II, 118/150, Venaria Reale, Italy, 10078 | \$0 | 1/7/2026 |
| 14 | BIELSKO LOGISTICS SP. Z O.O | Marelli Bielsko-Biala Poland Sp.zo.o. | Panattoni Bielsko Plant | POBB-P4 | Panattoni Park Bielsko-Biala III, - ul. Szklana 164, Bielsko-Biala, Poland, 43-300 | \$0 | 1/7/2026 |
| 15 | Bienes e Inmuebles Anber S.L. | Marelli España S.A. | Bienes e Inmuebles Anber Llinars Warehouse | ESLL-W3 | Polígono Industrial Collsabadell, Ronda Collsabadell 8, Llinars del Vallés, Spain, 08450 | \$0 | 1/7/2026 |
| 16 | BIENES E INMUEBLES ANBER, S.L. | Marelli España S.A., Marelli Aftermarket Spain S.L.U | Llinars del Valles Plant & Office | ESLL-P | Polígono Industrial G-2 Collsabadell, Ronda de Carrer Collsabadell, 1-3, 6, Llinars del Vallés, , Spain, 08450 | \$0 | 1/7/2026 |
| 17 | BISITE GLASSES CO.,LTD | Marelli Automotive Lighting (Foshan) Co. Ltd | Foshan Plant | CNFO-P | 16, Phoenix Avenue, Nanhai National Ecological Industrial Park, Danzao Town, Nanhai District, Foshan, Guangdong China, 528200 | \$0 | 1/7/2026 |
| 18 | CETL Cargo s.r.o. | Marelli Automotive Lighting Jihlava (Czech Republic) S.R.O. | Jihlava Hall Cetl | CZZD-3W | Pliška 659, Zdirec nad Doubravou, Zdirec nad Doubravou, Czechia, 58263 | \$0 | 1/7/2026 |
| 19 | CEVA | Marelli Aftermarket Italy S.p.a. | Mosezzo Warehouse | ITSP-3W1 | Via Rossini 10/C, Impianto 1, San Pietro Mosezzo, Italy, 28060 | \$0 | 1/7/2026 |
| 20 | CEVA | Marelli Aftermarket Poland Sp. z o.o. | Sosnowiec Warehouse | POSS-3W | ul. Inwestycyjna 11, Sosnowiec, Poland, 41-208 | \$0 | 1/7/2026 |
| 21 | CEVA | Marelli Kechnec Slovakia s.r.o. | GEFCO Kechnec Warehouse | SKKN-3W | PRIEMYSELNÝ PARK, PERÍNSKA CESTA 291 / 292, Kechnec, Slovakia, 044 58 | \$0 | 1/7/2026 |
| 22 | CEVA | Marelli Aftermarket Spain S.L.U | Ceva Ontigola Warehouse | ESOG-3W | Polígono Industrial Dehesa de la Plata, Nave 1, Ontigola, Spain, 45340 | \$0 | 1/7/2026 |
| 23 | CEVA | Magneti Marelli REPUESTOS S.A. | Ceva Logistics ElPato | AREP-3W | RUTA 36 KM 37,5, El Pato, Argentina, C1893 | \$0 | 1/7/2026 |
| 24 | CEVA | Marelli Aftermarket Italy S.p.a. | Pero Warehouse | ITPR-3W | 24, via G. d'Annunzio, Pero, Italy, 20016 | \$0 | 1/7/2026 |
| 25 | CEVA | Marelli Aftermarket Italy S.p.a. | Padova Warehouse | ITPV-3W | Via Nuova Zelanda 8, Padova, Italy, 35127 | \$0 | 1/7/2026 |
| 26 | CEVA | Marelli Aftermarket Germany GmbH | CEVA Pohlheim Warehouse | DEPH-3W | Am Pfahlgraben 4-10, Pohlheim, Germany, 35415 | \$0 | 1/7/2026 |
| 27 | CEVA | Marelli Aftermarket Italy S.p.a. | Lazzate Warehouse | ITLZ-3W | Via S. Lorenzo KM 133, Lazzate, Italy, 20824 | \$0 | 1/7/2026 |
| 28 | Changchun Xincheng Architectural Design Consulting Co., LTD | Marelli Automotive Components (WUHU) Co Ltd | Changchun Plant | CNCC-P | No.231 Hai'an Rd., New Industries Park, Changchun Economic and Technological Development Zone, Changchun, Jilin China, 130102 | \$0 | 1/7/2026 |
| 29 | CHINA POST WUHU BRANCH, ANHUI BRANCH OF CHINA POST EXPRESS LOGISTICS CO., LTD | Marelli International Trading (Shanghai) Co., Ltd | China Post Wuhu Warehouse | CNWU-3W | Intersection of Hongxing Road and Dongliang Road, Qiaobei Industrial Park, Wuhu Economic and Technological Dev. Zone, Wuhu, China, 241008 | \$0 | 1/7/2026 |
| 30 | CHRONO EXPRESS SRL | Marelli Automotive Lighting Italy S.p.A. | Multilog Venaria Warehouse | ITVR-3W | Viale Carlo Emanuele II, 190, Venaria Reale, Italy, 10078 | \$0 | 1/7/2026 |
| 31 | CMF ADMINISTRAÇÃO DE IMÓVEIS E EMPREENDIMENTOS LTDA. | Marelli Sistemas Automotivos Industria e Comercio Brasil Ltda | Contagem Riacho Warehouse | BRCG-W | Rua Sagitário 410 - do Distrito Industrial Riacho das Pedras, Contagem, Brazil, 32242-210 | \$0 | 1/7/2026 |
| 32 | Comprensorio Montano della Carnia | Marelli Automotive Lighting Italy S.p.A. | Tolmezzo Plant (A, B, C and D) | ITTM-P | Via dell'Industria 17, Tolmezzo, UD, Italy, 33028 | \$0 | 1/7/2026 |

Marelli Holdings Co., Ltd.Master Lease Assumption Schedule
(\$ in actuals)

| Ref. | Counterparty | Debtor | Description | Site Code | Property Address | Proposed Cure Amount (USD) | Assumption Date |
|------|---|---|--|-----------|---|----------------------------|-----------------|
| 33 | Comprensorio Montano della Carnia | Marelli Automotive Lighting Italy S.p.A. | Tolmezzo Plant (A, B, C and D) | ITTM-P | Via dell'Industria 17, Tolmezzo, UD, Italy, 33028 | \$0 | 1/7/2026 |
| 34 | CONE S.A. | Marelli Industria e Comercio de Componentes Automotivos Brasil Ltda | Cabo de Santo Agostinho Plant | BRCB-P | Rodovia BR 101 SUL - 2.220 - Condominio Logistico Plug & Play 3.2 - Galpao 03, Cabo de Santo Agostinho, PE Brazil, 54590-000 | \$0 | 1/7/2026 |
| 35 | Consorzio di Sviluppo Economico Locale di Tolmezzo | Marelli Automotive Lighting Italy S.p.A. | CIP Tolmezzo Warehouse 2 | ITTM-3W | Via del Pioppeto, 1, Tolmezzo, Italy, 33028 | \$0 | 1/7/2026 |
| 36 | CORSAR ACCIONES S.A. DE C.V. | Marelli Automotive Lighting Juarez Mexico S.A de C.V. | Juarez Plant 2A and 2B | MXCJ-P2A | Ave. del Charro 1620 and 1750, Col. Partido Romero Escobedo (2A) / Calle Omega No. 1651, Parque Industrial Magnaplex (2B), Ciudad de Juarez, Chihuahua, Mexico, 32330 | \$0 | 1/7/2026 |
| 37 | COSINT Consorzio per lo Sviluppo Industriale di Tolmezzo | Marelli Automotive Lighting Italy S.p.A. | Tolmezzo CSAT Toolshop & Warehouse | ITTM-RD | Via Candoni, 2 (T3-Edificio CSAT), Tolmezzo, UD Italy, 33028 | \$0 | 1/7/2026 |
| 38 | Cosma Group | Marelli Automotive Lighting Italy S.p.A. | Prato Carnico Warehouse | ITPC-3W | Zona Artig. Chiampeas, Prato Carnico, Italy, 33020 | \$0 | 1/7/2026 |
| 39 | CTP Property II, a.s. | Marelli Automotive Lighting Jihlava (Czech Republic) S.R.O. | Jihlava CTP Warehouse | CZJL-3W2 | Červený Kříz 311, Jihlava, Jihlava, Czechia, 586 01 | \$0 | 1/7/2026 |
| 40 | CTPark Katowice | Marelli Sosnowiec Poland Sp.z.o.o. | Katowice OES Plant | POKW-P | Krakowska 175, Katowice, Poland, 40-391 | \$0 | 1/7/2026 |
| 41 | CVR Immobiliare 2020 s.r.l. | Marelli Europe S.p.A. | Caivano Plant | ITCV-P | Zona Industriale ASI, Agglomerato Asi Pascarola, Caivano, NA Italy, 80023 | \$0 | 1/7/2026 |
| 42 | Dacheng storage and transportation Co., LTD | Marelli Powertrain (Hefei) Co Ltd | Wuhu Dacheng storage and transportation Co., LTD | CNWU-3W1 | 19 Changchun Road, Economic and Technological Development Zone, Wuhu City, Anhui Province, Wuhu, China, 241000 | \$0 | 1/7/2026 |
| 43 | Dalian Software Park Co. LTD | Marelli Business Service (Dalian) Co., Ltd | GBS Dalian | CNDL-O1 | Rm 601, Buidling 16, No. 269 Wu Yi Rd., Shahekou District, Dalian, China, 116023 | \$0 | 1/7/2026 |
| 44 | Davisa Desarrollos Inmobiliarios S.A. de CV | Marelli Toluca Mexico S. de R.L. de C.V. | Ramos Arizpe Plant | MXST-P2 | Av. Omicron #151-C, Parque Industrial Santa Maria, Ramos Arizpe, Saltillo, Coahuila Mexico, 25903 | \$0 | 1/7/2026 |
| 45 | Davisa Desarrollos Inmobiliarios S.A. de CV | Marelli Ride Dynamics Mexico S. de R.L. de C.V., Marelli Toluca Mexico S. de R.L. de C.V. | Derramadero Plant | MXST-P1 | Carretera Estatal 105 Derramadero Gral Cepeda Parras No. 895, Parque Industrial Sta Monica, Saltillo, Coahuila Mexico, 25300 | \$0 | 1/7/2026 |
| 46 | DB schenker | Marelli Automotive Lighting Jihlava (Czech Republic) S.R.O. | Schenker Bremen Warehouse | DEBR-3W | Wesser Ems-Strasse 2-4, Bremen, Germany, 28309 | \$0 | 1/7/2026 |
| 47 | Deutsche Bank México, S. A., | Marelli Automotive Lighting Juarez Mexico S.A de C.V. | Juarez Plant 1A, 1B, 1C and 1D | MXCJ-P1AB | Avenida Hermanos Escobar 6965 (1A, 1B & 1D) & 7151 (1C), Parque Industrial Omega, Ciudad de Juarez, Chihuahua, Mexico, 32315 | \$0 | 1/7/2026 |
| 48 | Dissay Chaveneau Bemis | Marelli Kechnec Slovakia s.r.o., Marelli Ploiesti Romania S.R.L. | Dissay Chaveneau Bemis Warehouse | FRFO-3W | Geodis Automotive Est, ZI DE L'AEROPARC, Fontaine, France, 90150 | \$0 | 1/7/2026 |
| 49 | DL Invest | Marelli Bielsko-Biala Poland Sp.zo.o. | Bielsko Plant Consortium Bldg 3d | POBB-P1 | ul. Michala Grażyńskiego 141, Bielsko-Biala, Poland, 43-346 | \$0 | 1/7/2026 |
| 50 | DL Invest | Marelli Bielsko-Biala Poland Sp.zo.o. | Bielsko Plant Bldg 41 | POBB-P2 | Węglowa 85, Bielsko-Biala, Poland, 43-346 | \$0 | 1/7/2026 |
| 51 | DMT | Marelli Toluca Mexico S. de R.L. de C.V. | Toluca DMT WH | MXTO-3W | Reforma No. 203, Colonia de Reforma, San Mateo Atenco, Toluca, Lerma, Mexico, 52120 | \$0 | 1/7/2026 |
| 52 | Donfeng Nissan Dalian Branch of Donfeng Automobile Co., Ltd | Marelli (Guangzhou) Corporation | Dalian DongFeng Nissan Plant - On/In site | CNDL-P | Donfeng Nissan Passenger Vehicle Company (Dalian Plant) - No. 8-23, Ruigang Road, Dalian Free Trade Zone, Jinzhou District, Dalian, Liaoning China, 116620 | \$0 | 1/7/2026 |
| 53 | Donfeng Nissan Dalian Branch of Donfeng Automobile Co., Ltd | Marelli (Guangzhou) Corporation | Dalian DongFeng Nissan Plant - On/In site | CNDL-P | Donfeng Nissan Passenger Vehicle Company (Dalian Plant) - No. 8-23, Ruigang Road, Dalian Free Trade Zone, Jinzhou District, Dalian, Liaoning China, 116620 | \$0 | 1/7/2026 |
| 54 | DongFeng Nissan | Marelli (Xiang Yang) Corporation | DongFeng Nissan (DFL) Xiangyang - On/In site | CNXY-P2 | Donfeng Nissan Passenger Vehicle Company (Xiangyang Plant), No. 5, Dongfeng Automobile Avenue, Xiangyang High-tech Zone, Xiangyang, Hubei China, 441058 | \$0 | 1/7/2026 |
| 55 | Ekol | Marelli Mako Turkey Elektrik Sanayi Ve Ticaret Anonim Sirketi | Ekol Bursa Warehouse | TRBR-3W | MINARELIÇAVUS MAHALLESİ, ALKANLAR SOKAK NO:14, 16140 NİLÜFER, Bursa, Türkiye, 16140 | \$0 | 1/7/2026 |
| 56 | Eternity Grand Logistic Public Company Limited | Marelli (Thailand) Co., Ltd | Chonburi Warehouse | THCB-3W | A.Panthong 700/616 M.4 T Ban Kao, Phan Thong District, Chonburi, Thailand, 20160 | \$0 | 1/7/2026 |
| 57 | Fausto Jose Passaglia / Ana Denise Carvalho Passagua | Marelli Copaf do Brasil Ltda | Goiana Office | BRGO-O | Av. Pires Fernandes,39 - salas 102 & 104 - Setor Aeroporto, Goiana, Brazil, 74070-030 | \$0 | 1/7/2026 |
| 58 | FBM Inc. | Marelli Corporation | Atsuqi Office | JPAS-O | 3-1-1 Kotobuki-cho, Atsuqi, Japan, 243-0003 | \$0 | 1/7/2026 |

Marelli Holdings Co., Ltd.Master Lease Assumption Schedule
(\$ in actuals)

| Ref. | Counterparty | Debtor | Description | Site Code | Property Address | Proposed Cure Amount (USD) | Assumption Date |
|------|---|---|--|-----------|---|----------------------------|-----------------|
| 59 | FCA FIAT Chrysler Automoveis Brasil LTDA | Marelli Industria e Comercio de Componentes Automotivos Brasil Ltda, Marelli Sistemas Automotivos Industria e Comercio Brasil Ltda | Fiat Betim Warehouse/Sequencing | BRBT-W | Rod Fernão Dias, KM 429,GA 53,Paulo Camilo Pena, Betim, Brazil, 55900-000 | \$0 | 1/7/2026 |
| 60 | FCA REAL ESTATE SERVICES FRANCE | Marelli Automotive Lighting France SAS | Trappes Office & Eng | FRTR-O | Rue Albert Einstein 5/7, Trappes, France, 78190 | \$0 | 1/7/2026 |
| 61 | Feiliks Logistics (Asia) Limited | Marelli Automotive Electronics (Guangzhou) Co. Ltd | Feiliks Hongkong Warehouse | CNHK-3W | No.59 Ha Mei San Tsuen Road, Tin Shui Wei, NT, HongKong, China, 0 | \$0 | 1/7/2026 |
| 62 | Fergusons | Marelli Automotive Systems UK Limited | Ferguson Warehouse | GBFE-3W | Fergusons Unit 4B, Northumberland Business Park West, Cramlington Northumberland, Dudley, Annitsford, United Kingdom, NE23 7RH | \$0 | 1/7/2026 |
| 63 | FGVM Adm. Bens Próprios Ltda | Marelli Cofap do Brasil Ltda | Rio de Janeiro Office | BRRJ-O | Sala 102, Av. Bruxelas,185, Bonsucesso, Rio de Janeiro, Brazil, 21041-000 | \$0 | 1/7/2026 |
| 64 | FIAT AUTOMOVEIS LTDA | Marelli Industria e Comercio de Componentes Automotivos Brasil Ltda | Goiana Plant Warehouse SP3 | BRGO-P3 | Rodovia BR101 Km 13 ao 15 , Galpão SP3, Goiana, PE Brazil, 55900-000 | \$0 | 1/7/2026 |
| 65 | FIAT AUTOMOVEIS LTDA - SUPPLY PARK | Marelli Sistemas Automotivos Industria e Comercio Brasil Ltda, Marelli Industria e Comercio de Componentes Automotivos Brasil Ltda | Goiana Plant SP4 | BRGO-P4 | Rodovia BR101 Km 13 ao 15 , Galpão SP4, Goiana, PE Brazil, 55900-000 | \$0 | 1/7/2026 |
| 66 | FLEXIBLE WAREHOUSING SOLUTIONS, S. DE R.L. DE C.V | Marelli Automotive Lighting Juarez Mexico S.A de C.V. | K+N Juarez External Warehouse 2 | MXCJ-3W2 | Boulevard Independencia #8851, Colonia Lote Bravo, Ciudad de Juarez, Mexico, 32575 | \$0 | 1/7/2026 |
| 67 | Forum AutoVision der Wolfsburg AG (bldg. 5, rooms 027 and 033) | Marelli Germany GmbH | Wolfsburg Office (New 2024) | DEWB-O1 | Major-Hirst-Strasse 11, Wolfsburg, Germany, 38442 | \$0 | 1/7/2026 |
| 68 | FOSHAN RUITONG LOGISTICS CO., LTD. | Marelli Automotive Lighting (Foshan) Co. Ltd | Foshan Warehouse | CNFO-W | NO. 2, YINHAI AVENUE, NANHAI NATIONAL ECOLOGICAL INDUSTRY MODEL PARK, DANZAO TOWN, NANHAI DISTRICT, Foshan, China, 528200 | \$0 | 1/7/2026 |
| 69 | Futian-Rikun Storage & Transportation (Guangzhou) Co., Ltd. | Marelli Automotive Lighting (Foshan) Co. Ltd | FuTian-RiKun Guangzhou Warehouse | CNGZ-3W4 | No. 90, Shaning Road, Ning West Street, Zengcheng District, Guangzhou, China, 511130 | \$0 | 1/7/2026 |
| 70 | GBL Logistic | Marelli Automotive Lighting (Foshan) Co. Ltd | Warehouse (GBL LOGISTICS) | CNGZ-3W3 | No.81, Donglong Avenue, Hualong Town, Panyu District Guangzhou City, Guangzhou, China, 511300 | \$0 | 1/7/2026 |
| 71 | GEODIS | Marelli France S.a.s. | Dissay Chaveneau Bernis Warehouse | FRDY-3W | 10 rue des Erables, Dissay, France, 86130 | \$0 | 1/7/2026 |
| 72 | GP Günter Papenburg AG (Anderter Str. 99 C, 30559 Hannover) | Marelli Germany GmbH | Hannover Plant | DEHA-P | Springrad 8, Hannover, Germany, 30419 | \$0 | 1/7/2026 |
| 73 | Gruppo Constructor PEASA, S.A. C.V. | Marelli Global Business Services America S de RL de CV. | GBS Aguascalientes | MXAG-O | Nave 52, Desarrollo Especial Talleres F.F.C.C., Aguascalientes, Mexico, 20270 | \$0 | 1/7/2026 |
| 74 | Guangzhou Fengshen Automobile Co., Ltd | Marelli (Guangzhou) Corporation | Guangzhou MGZ, DFL Plant1 & Plant 2 and Warehouses, On/In-site | CNGZ-P4 | No. 8 Fengshen Road, Xin Hua Zhen, Dongfeng Nissan Passenger Vehicle Company (Huadu Plant), Huadu District, Guangzhou, Guangdong China, 510812 | \$0 | 1/7/2026 |
| 75 | Guangzhou Fengshen Automobile Co., Ltd. Zhengzhou Branch | Marelli (Guangzhou) Corporation | Zhengzhou DongFeng Nissan Plant - On/In site | CNZZ-P | Dongfeng Nissan Passenger Vehicle Company (Zhengzhou Plant) - 369 8th Avenue, Zhengzhou Economic and Technical Development Zone, Zhengzhou, Henan China, 450016 | \$0 | 1/7/2026 |
| 76 | GUANGZHOU HAITIAN PLASTIC CO., LTD. XIANGYANG BRANCH | Marelli (Xiang Yang) Corporation | Xiangyang Haitian 3PL Warehouse | CNXY-3W1 | No.11 Xinxing Rd. Automotive Industry Development Area, Xiangyang, China, 441004 | \$0 | 1/7/2026 |
| 77 | Guangzhou Nansha Plainvim Automobile Industrial Park Co., Ltd | Marelli Automotive Chassis System (Guangzhou) Co.,Ltd. | Nansha Plant B (MCG) | CNGZ-P3 | Bldg. B, Land #9, Nanjiang 3rd Road, Nansha District, Guangzhou, Guangdong China, 511462 | \$0 | 1/7/2026 |
| 78 | Guangzhou Yimeng Logistics Co., LTD | Marelli Automotive Components (WUHU) Co Ltd | Guangzhou Yimeng logistics Co., LTD _AL | CNSH-3W7 | No. 818 Haijie Road, Lingang New Area, Shanghai, Shanghai, China, 0 | \$0 | 1/7/2026 |
| 79 | Guangzhou Wei Da Property Co., Ltd. and Guangzhou Heng Shang Property Co., Ltd. | Marelli Automotive Electronics (Guangzhou) Co. Ltd, Marelli Automotive Components (WUHU) Co Ltd, Marelli Automotive Lighting (Foshan) Co. Ltd | Huadu Guangzhou Plant (MEG) | CNGZ-P2 | No. 2, Yong Li Road, Xin Ya Street, Huadu District, Guangzhou, Guangdong China, 510800 | \$0 | 1/7/2026 |
| 80 | HAUS- UND GRUNDSTUCKSVERWALTUNG FRITZ BENDER GMBH | Marelli Germany GmbH | Munich Office (Ismanning) | DEMU-O1 | Carl-Zeiss-Ring 11, Ismanning, Germany, 85737 | \$0 | 1/7/2026 |
| 81 | Hefei Gensho Logistics Co., LTD | Marelli Automotive Electronics (Guangzhou) Co. Ltd | GenSho Hefei Warehouse | CNHF-3W1 | NO.7210, YUNGU ROAD, JINGKAI DISTRICT, Hefei, China, 230601 | \$0 | 1/7/2026 |

Marelli Holdings Co., Ltd.Master Lease Assumption Schedule
(\$ in actuals)

| Ref. | Counterparty | Debtor | Description | Site Code | Property Address | Proposed Cure Amount (USD) | Assumption Date |
|------|--|--|---|-----------|--|----------------------------|-----------------|
| 82 | Hefei STIP Co.Ltd | Marelli Powertrain (Hefei) Co Ltd | Hefei Plant | CNHF-P2 | No.108, Ningxi Road, Baiyan Science and Technology Park, High-tech Zone, Hefei, Anhui China, 231200 | \$0 | 1/7/2026 |
| 83 | Hi Logistic Inc. | Marelli Corporation | Shimotsuke Tochigi Warehouse | JPST-W1 | 144-1 Shimokoyama Shimotsuki-shi, Shimotsuke, Japan, 329-0502 | \$0 | 1/7/2026 |
| 84 | Highly Marelli | Marelli España S.A. | HMSP Monjos Barcelona (Marelli IT Hardware in Office) | ESEM-3P | C./Illes Balears, 5-7 Poligon Industrial Casa Nova, Sta Margarida els Monjos, Barcelona, Spain, 08730 | \$0 | 1/7/2026 |
| 85 | HRE Varginha Empreendimentos | Marelli Cofap do Brasil Ltda | Varginha Logistic Hub | BRVG-W | Avenida Porto Seco, 1540 = Condomínio Industrial e Tecnológico – Aeroporto – Varginha MG, Varginha, Brazil, 37031-090 | \$0 | 1/7/2026 |
| 86 | Ilmed Logistics and Technologies S.r.l. | Marelli Aftermarket Italy S.p.a. | LMED Avigliana Warehouse | ITAV-3W | Viale dei Mareschi 15, Avigliana, Italy, 10051 | \$0 | 1/7/2026 |
| 87 | Inmobiliaria Cuernavaca 2000 S.A. de C.V. | Marelli Mexicana, S.A. de C.V. | PIVA Warehouse | MXAG-W | Calle Cto Aguascalientes Nte 138, Aguascalientes, Mexico, 20906 | \$0 | 1/7/2026 |
| 88 | Inmobiliaria Rocal, S.A. de C.V. e La Poderosa Rocl del Norte | Marelli Automotive Lighting Juarez Mexico S.A de C.V. | Juarez 'Cuartel' Warehouse 2 | MXCJ-W | Av. Del Charro 1620, Col. Partido Escobedo, Ciudad de Juarez, Mexico, 32330 | \$0 | 1/7/2026 |
| 89 | INMOBILIARIA Z.C.5, S.A. DE C.V | Marelli Automotive Lighting Tepotzotlan Mexico S.de r.l. de C.v. | Tepotzotlan Ext Warehouse | MXTP-W | Av. 16 de Julio s/n, Colonia el Trebol, Tepotzotlan, Mexico, 54605 | \$0 | 1/7/2026 |
| 90 | INVERSIONES CABOET S.A | Marelli España S.A. | Barbera Plant and Warehouse | ESBV-P | Carrer Basilea 23, Barberá del Vallés, , Spain, 08210 | \$0 | 1/7/2026 |
| 91 | INVERSIONES CABOET S.A | Marelli España S.A. | Barbera Plant and Warehouse | ESBV-P | Carrer Basilea 23, Barberá del Vallés, , Spain, 08210 | \$0 | 1/7/2026 |
| 92 | Iulius Mall Cluj S.r.l. | Marelli Cluj Romania S.r.l. | Cluj Tech Center - New 2025 | ROCL-O1 | 53B Alexandru Vaida Voevod Str. (United Business Center – Iulius building, 4th floor, shopping center Iulius Mall), Cluj-Napoca, Romania, 400436 | \$0 | 1/7/2026 |
| 93 | Jilin Jingheng Logistics Co., LTD | Marelli Automotive Electronics (Guangzhou) Co. Ltd | Jilin Jingheng Logistics Co., Ltd | CNCC-3W2 | No. 666 Jiedada Road, Luyuan District, Changchun City, Jilin Province, Changchun, China, 130013 | \$0 | 1/7/2026 |
| 94 | Jipocar | Marelli Automotive Lighting Jihlava (Czech Republic) S.R.O. | Jihlava Jipocar Hall E 3W | CZJL-3W1S | Hall E, Střítěž u Jihlavy 3, Jihlava, Czechia, 588 11 | \$0 | 1/7/2026 |
| 95 | Jipocar | Marelli Automotive Lighting Jihlava (Czech Republic) S.R.O. | Jihlava Jipocar Hall I 3W | CZJL-3W3 | Hall I, Střítěž u Jihlavy 3, Jihlava, Czechia, 588 11 | \$0 | 1/7/2026 |
| 96 | JOSEF POHANKA | Marelli Automotive Lighting Jihlava (Czech Republic) S.R.O. | Jihlava -Tchibo Warehouse | CZJL-W1 | Pávovská 75, Jihlava, Czechia, 586 01 | \$0 | 1/7/2026 |
| 97 | Kugel Nagel | Marelli Sosnowiec Poland Sp.z.o.o. | K+N Kecskemét Warehouse | HUKK-3W1 | Daimler út 6, Kecskemét , Hungary, 6000 | \$0 | 1/7/2026 |
| 98 | Lahser Holdings LLC | Marelli North America, Inc. | Southfield Office & Eng | USSF-O | 26555 Northwestern Highway, Southfield, USA, 48033 | \$0 | 1/7/2026 |
| 99 | Lcj Invest, Uzavřený Investiční Fond, A.S., Hvězdova 1716/2b, Nusle, 14000 Praha 4 | Marelli Automotive Lighting Jihlava (Czech Republic) S.R.O. | Jihlava Jipocar Hall D Plant ('OES') | CZJL-P3 | Hall D, Střítěž u Jihlavy 3, Jihlava, Czechia, 588 11 | \$0 | 1/7/2026 |
| 100 | Lcj Invest, Uzavřený Investiční Fond, A.S., Hvězdova 1716/2b, Nusle, 14000 Praha 4 | Marelli Automotive Lighting Jihlava (Czech Republic) S.R.O. | Jihlava Jipocar Hall F Module Plant | CZJL-P2 | Hall F, Střítěž u Jihlavy 3, Jihlava, Czechia, 588 11 | \$0 | 1/7/2026 |
| 101 | Le Cygne Sportif Group a.s. | Marelli Automotive Lighting Jihlava (Czech Republic) S.R.O. | Jihlava Hruskove Dvory Warehouse III | CZJL-3W6 | Hruskove Dvory 47, Jihlava, Czechia, 586 01 | \$0 | 1/7/2026 |
| 102 | Lessors of Carrer Edison, 28-36, Sant Esteve Sesrovires, Spain, 08635 | Marelli España S.A. | Seat BERGE Warehouse | ESSE-3W | Carrer Edison, 28-36, Sant Esteve Sesrovires, Spain, 08635 | \$0 | 1/7/2026 |
| 103 | LXP Enterprises | Marelli North America, Inc. | Lewisburg DC | USLB-P | 201/633 Garrett Pkwy, Lewisburg, TN, USA, 37091 | \$0 | 1/7/2026 |
| 104 | M. PREYMESSER LOGISTIKA | Marelli Sosnowiec Poland Sp.z.o.o. | Skoda Kvasiny Warehouse | CZKV-3W | Lipovka 130, Rychnov nad Kněžnou, Kvasiny, Czechia, 516 01 | \$0 | 1/7/2026 |
| 105 | MA.GI.CAR 3000 S.r.l | Marelli Aftermarket Italy S.p.a. | Caqliari Warehouse | ITCG-3W | Via del Fangario 3, Caqliari, Italy, 09028 | \$0 | 1/7/2026 |
| 106 | Magenta Participações S.A. | Marelli Cofap do Brasil Ltda | Sao Paulo Office | BRSP-O | Av. Brigadeiro Faria Lima, 201 - 10º Andar - salas 101 & 102, Sao Paulo, Brazil, 05426-100 | \$0 | 1/7/2026 |
| 107 | Maksimum Sp. Z.o.o. Holding S.K. | Marelli Aftermarket Poland Sp. z o.o. | Katowice Office | POKW-O | plac Pod Lipami 5, Katowice, Poland, 40-476 | \$0 | 1/7/2026 |
| 108 | Marcelo and Maria Eduarda Goncalves Fonseca / José Higino de Sousa | Marelli Cofap do Brasil Ltda | Recife Office | BRRC-O | Rua Ribeiro de Brito 573 - Salas 204 & 205, Recife, Brazil, 51021-310 | \$0 | 1/7/2026 |
| 109 | Meraí | Marelli España S.A. | MERAI Warehouse | ESLL-W2 | America 13 / Polígono Industrial CanTàpies,CarreteraC-251,Km11,5, Llinars del Vallés, Spain, 08450 | \$0 | 1/7/2026 |
| 110 | Millbrook Proving Ground Limited | Marelli Automotive Systems UK Limited | Millbrook - Technology Centre | GBMB-E | Ground Floor VEC, Millbrook Proving Ground, Millbrook, United Kingdom, MK45 2JQ | \$0 | 1/7/2026 |
| 111 | Mitsubishi UFJ Trust and Banking Corporation | Marelli Corporation | Tokai Plant | JPTK-P | 3-32 Aza- iwata, Makihira-cho, Okazaki-city, Aichi Japan, 444-3624 | \$0 | 1/7/2026 |
| 112 | Mitsubishi UFJ Trust and Banking Corporation | Marelli Corporation | Tokai Plant | JPTK-P | 3-32 Aza- iwata, Makihira-cho, Okazaki-city, Aichi Japan, 444-3624 | \$0 | 1/7/2026 |

Marelli Holdings Co., Ltd.Master Lease Assumption Schedule
(\$ in actuals)

| Ref. | Counterparty | Debtor | Description | Site Code | Property Address | Proposed Cure Amount (USD) | Assumption Date |
|------|--|--|---|-----------|--|----------------------------|-----------------|
| 113 | Miyako sangyo | Marelli Kyushu Corporation | Miyako Sangyo (Shiraishi) | JPFK-3W | 2220-19 Yohara, Kanda-machi, Miyako-gun, Japan, 800-0323 | \$0 | 1/7/2026 |
| 114 | Miyako sangyo | Marelli Kyushu Corporation | Miyako Sangyo (Tagawa) | JPTA-3W | 4003-1 Natsuyoshi, Tagawa-shi, Japan, 825-0004 | \$0 | 1/7/2026 |
| 115 | MR. MICHAEL STOLL | Marelli Germany GmbH | ELT Reutlingen Warehouse | DERE-W2 | Tübinger Strasse 77, Reutlingen, Germany, 72762 | \$0 | 1/7/2026 |
| 116 | NBV Neckarsulmer Bürovermietungs GmbH | Marelli Aftermarket Germany GmbH | Neckarsulm Office | DENU-O | Heinz-Nixdorf-Strasse 4, Neckarsulm, Germany, 74172 | \$0 | 1/7/2026 |
| 117 | Nignbo Yuantian Supply Chain Management Co., LTD | Marelli Automotive Components (WUHU) Co Ltd | Sinotrans Logistics Ningbo CO.,Ltd. | CNNB-3W1 | Zhongyi Ecological Park, Yuyao City, Ningbo, Zhejiang Province, Ningbo, China, 315402 | \$0 | 1/7/2026 |
| 118 | Nissan | Marelli Mexicana, S.A. de C.V. | CIVAC Nissan- On-/In site | MXCV-P | Av. Centenario, Civac, Jiutepec, Cuernavaca, Morelos Mexico, 62500 | \$0 | 1/7/2026 |
| 119 | Nissan | Marelli Mexicana, S.A. de C.V. | Nissan Plant A2 - On/In site | MXAG-P5 | Carretera Panamericana Sur Km. 112, Aguascalientes, Aguascalientes Mexico, 20290 | \$0 | 1/7/2026 |
| 120 | Nissan | Marelli Mexicana, S.A. de C.V. | Nissan Plant A1 - On/In site | MXAG-P4 | KM 75, Carretera Federal a Lagos de Moreno, Aguascalientes, Aguascalientes Mexico, 20290 | \$0 | 1/7/2026 |
| 121 | Nissan | Marelli Mexicana, S.A. de C.V. | CIVAC Nissan- On-/In site | MXCV-P | Av. Centenario, Civac, Jiutepec, Cuernavaca, Morelos Mexico, 62500 | \$0 | 1/7/2026 |
| 122 | NISSAN | Marelli North America, Inc. | Nissan Smyrna Plant - On/In site | USSM-P | 983 Nissan Drive, Smyrna, TN USA, 37167 | \$0 | 1/7/2026 |
| 123 | NISSAN | Marelli Automotive Systems UK Limited | Nissan Sunderland Plant - On/In site | GBSL-P1 | Washington Road, Nissan Motor Manufacturing UK Sunderland Plant, Sunderland, Tyne and Wear United Kingdom, SR5 3NS | \$0 | 1/7/2026 |
| 124 | NISSAN DO BRASIL AUTOMOVEIS LTDA | Marelli do Brasil Industria e Comercio Ltda | Resende Plant - On/In site | BRRS-P | Av. Nissan 1500 – Polo Industrial Resende, Resende, RJ Brazil, 27537-800 | \$0 | 1/7/2026 |
| 125 | Nissan Motor Co., Ltd. | Marelli Corporation | Tochigi Nissan Plant - On/In site | JPTC-P | 2500 Kamikamou, Kaminokawa, Tochigi Japan, 329-0692 | \$0 | 1/7/2026 |
| 126 | Nissan Motor Co., Ltd. | Marelli Corporation | Nissan Oppama Plant - On/In site | JPOP-P2 | 1, Natsushima-cho, Yokosuka, Kanagawa Japan, 237-0061 | \$0 | 1/7/2026 |
| 127 | Nissan Motor Co., Ltd. / Nissan Shatai Co., Ltd. | Marelli Kyushu Corporation, Marelli Corporation | Kanda Nissan Plant - On/In site | JPKA-P | Nissan Motor Kyusyu, 1-3, Shinjima-cho, Kanda-machi, Kanda, Fukuoka Japan, 800-0395 | \$0 | 1/7/2026 |
| 128 | Nissan Motor Co., Ltd. / Nissan Shatai Co., Ltd. | Marelli Kyushu Corporation, Marelli Corporation | Kanda Nissan Plant - On/In site | JPKA-P | Nissan Motor Kyusyu, 1-3, Shinjima-cho, Kanda-machi, Kanda, Fukuoka Japan, 800-0395 | \$0 | 1/7/2026 |
| 129 | Nissan North America | Marelli North America, Inc. | Nissan Canton Plant - On/In site | USCT-P | 300 Nissan Drive, Canton, MS USA, 39046 | \$0 | 1/7/2026 |
| 130 | Nissan Shatai Co., Ltd. | Marelli Corporation | Nissan Shatai Shonan - On/In site | JPSS-P | 1-3, Nagatoro, Hiratsuka-shi, Hiratsuka, Kanagawa Japan, 254-0021 | \$0 | 1/7/2026 |
| 131 | NLO Shanghai | Marelli International Trading (Shanghai) Co., Ltd | NLO 1 Shanghai (Bonded warehouse , for imported products) | CNSH-3W1 | No.58, Fasai Road , Waigaoqiao Free Trade Zone,Pudong District, Shanghai, China, 201208 | \$0 | 1/7/2026 |
| 132 | Obec Kechnec | Marelli Kechnec Slovakia s.r.o., Marelli Kechnec Slovakia s.r.o. | Kechnec Land/Parking | SKKN-L | Parcel 508/143 and 508/145, Priemyselny Park Kechnec, Perinska cesta 275 / 292, Kechnec, Slovakia, 04458 | \$0 | 1/7/2026 |
| 133 | Ohio Logistics Ltd. | Marelli North America, Inc. | Bowling Green Plant | USBG-P | 2371 Woodstream Drive, Bowling Green, OH USA, 43402 | \$0 | 1/7/2026 |
| 134 | Orix JREIT Inc. | Marelli Corporation, Marelli Yokohama K.K. | Hamamatsu Office | JPHM-O1 | Hamamatsu Act Tower 20F, 111-2, Itaya-machi, Naka-ku, Hammamatsu, Japan, 430-7790 | \$0 | 1/7/2026 |
| 135 | PALAUZA | Marelli España S.A. | Palencia Plant | ESPL-P | Av. De la Comunidad Europea 43, Palencia, Spain, 34004 | \$0 | 1/7/2026 |
| 136 | PECEF TECHINCA | Marelli Ploiesti Romania S.R.L. | Pecef Ploiesti Warehouse | ROPL-3W1 | Pompeloz street nr. 4, Prahova, Ploiesti, Romania, 100410 | \$0 | 1/7/2026 |
| 137 | PIEMONTE LOCATIVA S/A | Marelli Sistemas Automotivos Industria e Comercio Brasil Ltda | Contagem Plant 1 | BRCG-P | Av. João Cesar de Oliveira, 6261 - Galpao 2, Contagem, MG Brazil, 32040-000 | \$0 | 1/7/2026 |
| 138 | PUJOL-BACHS | Marelli España S.A. | Pujol Bachs Martin, Llinars Warehouse | ESLL-W1 | Poligono Industrial G-2 Collsabadell, Ronda de Collsabadell, n 4, Llinars del Vallés, Spain, 08450 | \$0 | 1/7/2026 |
| 139 | PW Fund B, LP | Marelli Automotive Lighting USA LLC | El Paso Warehouse | USEP-3W | 12112-12124 Rojas Drive, Suite 200 and 900, El Paso, Texas, USA, 79936 | \$0 | 1/7/2026 |
| 140 | Red Car Group S.r.l. | Marelli Aftermarket Italy S.p.a. | Calenzano Firense Warehouse | ITCZ-3W | Via di Prato, 80, Calenzano, Italy, 50041 | \$0 | 1/7/2026 |
| 141 | Red Car S.r.l. | Marelli Aftermarket Italy S.p.a. | Redcar Roma Warehouse | ITRO-3W | Via Taurianova 92B, Roma, Italy, 00178 | \$0 | 1/7/2026 |
| 142 | Redwood (Light Industrial) Propco S.A.R.L. | Marelli Automotive Systems UK Limited | Washington - Plant, Warehouse & Office | GBWS-P | Bentall Business Park, Glover Road, Washington, Tyne and Wear United Kingdom, NE37 3JD | \$0 | 1/7/2026 |
| 143 | Redwood (Light Industrial) Propco S.A.R.L. | Marelli Automotive Systems UK Limited | Washington - Plant, Warehouse & Office | GBWS-P | Bentall Business Park, Glover Road, Washington, Tyne and Wear United Kingdom, NE37 3JD | \$0 | 1/7/2026 |
| 144 | Robert Bosch GmbH | Marelli Germany GmbH | Reutlingen Welle 2 - Office & Eng. | DERE-O | Ludwig-Erhard-Straße 4, Reutlingen, Germany, 72760 | \$0 | 1/7/2026 |

Marelli Holdings Co., Ltd.Master Lease Assumption Schedule
(\$ in actuals)

| Ref. | Counterparty | Debtor | Description | Site Code | Property Address | Proposed Cure Amount (USD) | Assumption Date |
|------|---|--|---|-----------|--|----------------------------|-----------------|
| 145 | Robert Bosch GmbH, Reutlingen, Germany - Container: Grinbold-Jodag GmbH | Marelli Germany GmbH | Reutlingen Office & Eng | DERE-P | Tübinger Strasse 123, Reutlingen, Germany, 72762 | \$0 | 1/7/2026 |
| 146 | Rota Empreendimentos Imobiliaros Ltda | Marelli Sistemas Automotivos Industria e Comercio Brasil Ltda | Contagem Land 1 (Parking) | BRCG-L1 | Avenue João Cesar de Oliveira, 6261, Contagem, Brazil, 32040 | \$0 | 1/7/2026 |
| 147 | Rota Empreendimentos Imobiliaros Ltda | Marelli Sistemas Automotivos Industria e Comercio Brasil Ltda | Contagem Land 2 (Parking) | BRCG-L2 | Avenue João Cesar de Oliveira, 6261, Contagem, Brazil, 32040 | \$0 | 1/7/2026 |
| 148 | RYDER CAPITAL, S. DE R.L. DE C.V. | Marelli Toluca Mexico S. de R.L. de C.V. | Tepotzotlan Ryder Warehouse | MXTP-3W | Av. Circunvalacion # 10 Barrio Texcacoa, Tepotzotlan, Mexico, 54605 | \$0 | 1/7/2026 |
| 149 | SEIBU PROPERTIES CO., LTD. | Marelli Yokohama K.K. | Yokohama Office | JPYH-O | Shinyokohama Square Building 13F, 2-3-12, Shinyokohama, Kohoku-ku, Yokohama, Japan, 222-0033 | \$0 | 1/7/2026 |
| 150 | Servicios de Ingenieria y Proyectos Integrales S.A. de C.V. | Marelli Mexicana, S.A. de C.V. | PIVA Eng | MXAG-E | Circuito AG Oriente 134 C Parque industrial de Valle AG, Aguascalientes, Mexico, 20340 | \$0 | 1/7/2026 |
| 151 | Sevket Guvenc San.Tic. A.S. | Marelli Mako Turkey Elektrik Sanayi Ve Ticaret Anonim Sirketi | Mako Plant 2 | TRBR-P2 | Organize Sanayi Bölgesi Kirmizi Cadde 1.Sokak No.3, Nilüfer, Bursa, Türkiye, 16140 | \$0 | 1/7/2026 |
| 152 | SHANDONG FULU LOGISTICS CO., LTD. | Marelli Automotive Components (WUHU) Co Ltd | Shandong Fulu logistics Co., LTD | CNJH-3W1 | Room 270, Warehouse U3, Floor 1, A01, Proshijinyi International Logistics Park, Dongxiao Street, Jindong District, Jinhua City, Zhejiang Province, Jinhua, China, 321002 | \$0 | 1/7/2026 |
| 153 | Shanghai NLO Logistic Co., Ltd. | Marelli International Trading (Shanghai) Co., Ltd | NLO 2 Shanghai (non bonded warehouse, for domestic buy) | CNSH-3W2 | 1-15 ,No.1126 Logistics Ave. Pudong District, Shanghai, China, 201201 | \$0 | 1/7/2026 |
| 154 | Shanghai Waigaoqiao Free Trade Zone Xin Development Co., Ltd. | Marelli International Trading (Shanghai) Co., Ltd, Marelli (China) Co., Ltd, Marelli Automotive Components (WUHU) Co Ltd, Marelli R&D Co., Limited, Marelli China Holding Company, Marelli Engineering (Shanghai) Co., Limited | Jujin Shanghai Office | CNSH-O1 | JuJin Road, 685, Pudong, Shanghai, China, 200128 | \$0 | 1/7/2026 |
| 155 | Shimamura Corporation | Marelli Corporation, Marelli Holdings Co., Ltd. | New Saitama HQ | JPST-O2 | 2-19-4 Miyahara-cho, Kita-ku, Saitama, Japan, 331-0812 | \$0 | 1/7/2026 |
| 156 | Shimizu Warehouse | Marelli Yokohama K.K. | Shimizu Warehouse | JPSM-3W | 1836 Iwai, Iwata, Shizuoka, Japan, 438-0016 | \$0 | 1/7/2026 |
| 157 | Shinkai Kogyo | Marelli Yokohama K.K. | Shinkai Kogyo Shizuoka Warehouse | JPSZ-3W | 176-1, Nakase, Hamakita-ku, Shizuoka, Japan, 434-0012 | \$0 | 1/7/2026 |
| 158 | Siam Auto Parts | Marelli (Thailand) Co., Ltd | Bangplee Plant (SCAL) | THBP-P | 61/2 Moo 1 Bangna-Tard., Km21, Srisajarakea-yai Bangsaonthong, SamutPrakan, , Thailand, 10540 | \$0 | 1/7/2026 |
| 159 | SIT Logistic | Marelli Automotive Lighting Italy S.p.A. | SIT Log. Melfi Warehouse | ITMF-3W1 | Zona Industriale San Nicola di Melfi, Melfi, Italy, 85025 | \$0 | 1/7/2026 |
| 160 | SK HOUSING CORPORATION | Marelli Corporation | Hiroshima Office | JPHS-O1 | 7F Sankyo Hiroshima Bldg., 3-25 Komachi, Naka-ku, Hiroshima, Japan, 730-0041 | \$0 | 1/7/2026 |
| 161 | Suzuka Inter | Marelli Yokohama K.K. | Suzuka Inter Mie Warehouse | JPME-3W | 1506-3,Kaishita Kokubu-cho, Suzuka, Japan, 5130836 | \$0 | 1/7/2026 |
| 162 | Suzuyio | Marelli Corporation | Suzuyo Higashimatsuyama Warehouse | JPST-3W | 296-1, Shingou, Higashimatsuyama-shi, Saitama, Japan, 355-0071 | \$0 | 1/7/2026 |
| 163 | Tanger Automotive City TAC | MARELLI MOROCCO LLC SARL | Tanger Plant | MATG-P | Lot N°146/147/148, Zone Franche Tanger Automotive City, La Ville Nouvelle Cherafate, Jouamaa, Tangier, Fahs-Anjra Morocco, 90000 | \$0 | 1/7/2026 |
| 164 | TFY | Marelli Automotive Lighting France SAS | Cuy Warehouse | FRCY-3W | 4 rue de Bourgne, ZA du Parc, Cuy, France, 89140 | \$0 | 1/7/2026 |
| 165 | thyssenkrupp Supply Chain Services NA, Inc., | Marelli Toluca Mexico S. de R.L. de C.V. | Toledo 3P Warehouse | USTO-3W | 1212 E Alexis Rd., Toledo, USA, 43623 | \$0 | 1/7/2026 |
| 166 | TOFAŞ TURK OTOMOBIL FABRIKASI A.Ş. | Marelli Aftermarket Italy S.p.A. | Istanbul Office | TRIS-O | Esentepe Mah. Büyükdere Cad. No: 145 IC Kapi No: 14 Sisli (Tofas Han), Istanbul, Türkiye, 34394 | \$0 | 1/7/2026 |
| 167 | VIMADES S.R.L. | Magneti Marelli Argentina S.A., Magneti Marelli Conjuntos de Escape S.A., Magneti Marelli Repuestos S.A. | Buenos Aires Office | ARBA-O2 | Calle Manuela Sáenz, n°. 323, oficina 412, Piso 4, CABA, Buenos Aires, Argentina | \$0 | 1/7/2026 |
| 168 | WeWorks | Marelli Europe S.p.A. | Milan Mqmt. Office | ITML-O | via Meravigli 2, Milano, Italy, 20121 | \$415,112 | 1/7/2026 |
| 169 | WUHU YINHU INDUSTRIAL CO., LTD. | Marelli Automotive Components (Wuhu) Co Ltd, Marelli Automotive Lighting (Foshan) Co. Ltd | Wuhu Plant | CNWU-P1 | No. 5 Shangzha Road, Qiaobei Industrial Zone, Wuhu Economic & Technological Development Area, Wuhu, Anhui China, 241008 | \$0 | 1/7/2026 |
| 170 | WUHU YINHU INDUSTRIAL CO., LTD. | Marelli Automotive Components (WUHU) Co Ltd | Wuhu Plant 2 (SMT) | CNWU-P2 | Baoshun road and Yongfeng road crossing of Daqiao Town, Qiaobei Industrial Park, Jiujiang District, Wuhu, Anhui China, 241008 | \$0 | 1/7/2026 |
| 171 | Xinjin Industry Co.,LTD | Marelli Powertrain (Hefei) Co Ltd | Xinjin 2 Shanghai Warehouse | CNSH-3W5 | No.1378, xingxian road, jiating district, Shanghai, China, 200000 | \$0 | 1/7/2026 |

Marelli Holdings Co., Ltd.

Master Lease Assumption Schedule
 (\$ in actuals)

| Ref. | Counterparty | Debtor | Description | Site Code | Property Address | Proposed Cure Amount (USD) | Assumption Date |
|------|---------------------------------------|--|----------------------------------|-----------|--|----------------------------|-----------------|
| 172 | Yichang Guangxun Logistics Co., LTD | Marelli Automotive Components (WUHU) Co Ltd | GaC Yichang Warehouse | CNYC-3W | 99 Xianfeng Road, Xiaoting District, Yichang, China, 443007 | \$0 | 1/7/2026 |
| 173 | Yizheng Saic Saike Logistics Co., LTD | Marelli Automotive Electronics (Guangzhou) Co. Ltd | Yizheng Saic Zhengzhou Warehouse | CNZZ-3W | No. 139 Longfei Nan Street Jiulong Town Zhongmou Xian, Zhengzhou, China, 0 | \$0 | 1/7/2026 |

Exhibit B

Assumption Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

| | | |
|--------------------------------------|---|--|
| In re: |) | |
| |) | Chapter 11 |
| |) | |
| MARELLI AUTOMOTIVE LIGHTING USA LLC, |) | Case No. 25-11034 (CTG) |
| <i>et al.</i> , ¹ |) | |
| Debtors. |) | (Jointly Administered) |
| |) | |
| |) | Hearing Date: January 7, 2026 at 11:30 a.m. (ET) |
| |) | Obj Deadline: December 31, 2025 at 4:00 p.m. (ET) |

NOTICE OF ASSUMPTION OF CERTAIN UNEXPIRED LEASES

PARTIES RECEIVING THIS NOTICE SHOULD LOCATE THEIR NAMES AND THEIR LEASES ON SCHEDULE 1 ATTACHED HERETO AND READ THE CONTENTS OF THIS NOTICE CAREFULLY.

PLEASE TAKE NOTICE that, on December 23, 2025 the above-captioned debtors and debtors in possession (collectively, the “Debtors” and together with their non-debtor affiliates, the “Company”) filed the *Debtors’ Omnibus Motion for Entry of an Order (I) Authorizing the Debtors to Assume Certain Unexpired Leases, (II) Authorizing the Assumption Notice Related Thereto, and (III) Granting Related Relief* [Docket No. [●]] (the “Motion”)² with the United States Bankruptcy Court for the District of Delaware (the “Court”).

PLEASE TAKE FURTHER NOTICE that, pursuant to the Motion and by this written notice (this “Assumption Notice”), the Debtors hereby notify you that they have determined, in the exercise of their business judgment, to assume each Lease set forth on **Schedule 1** attached hereto effective as of the date (the “Assumption Date”) set forth in **Schedule 1**, or such other date

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

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

as the Debtors, the Ad Hoc Group of Senior Lenders, and the counterparty or counterparties to any such Lease agree.

PLEASE TAKE FURTHER NOTICE that, the Debtors reserve all rights that they may have under applicable law with respect to each of the Leases and as described in the Motion, including to: (1) amend **Schedule 1** at any time prior to the hearing; (2) adjourn the determination with regard to specific Leases at any time prior to the Court's hearing to consider the relief requested by this motion; and (3) seek authority to reject any of the Leases prior to entry of an order of the Court approving assumption of the Leases. In light of the foregoing, the Debtors reserve the right to amend Schedule 1 in instances where certain landlords or lessors to Leases fail to agree to proposed concessions or reach revised terms under the Leases.

PLEASE TAKE FURTHER NOTICE that, the proposed cure amount under each Lease is set forth in **Schedule 1** attached hereto. If a written objection to the proposed cure amount is not timely filed, then the cure amount shall be binding on all parties and no amount in excess thereof shall be paid for cure purposes. Any party seeking to object to the proposed assumption of any of the Leases must file and serve a written objection so that such objection is filed with the Court on the docket of the Debtors chapter 11 cases no later than **4:00 p.m. (prevailing Eastern Time) on December 31, 2025** and promptly serve such objection on the following parties: (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, Kirkland & Ellis LLP, 333 West Wolf Point Plaza, Chicago, Illinois 60654, Attn.: Spencer A. Winters, P.C. (spencer.winters@kirkland.com), and Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Nicholas M. Adzima (nicholas.adzima@kirkland.com) and Evan Swager (evan.swager@kirkland.com); (c) co-counsel

to the Debtors, Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, P.O. Box 8705, Wilmington, Delaware 19899 (Courier 19801), Attn.: Laura Davis Jones (ljones@pszjlaw.com), Timothy P. Cairns (tcairns@pszjlaw.com), and Edward A. Corma (ecorma@pszjlaw.com); (d) the U.S. Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn.: Jane Leamy (Jane.M.Leamy@usdoj.gov) and Timothy J. Fox, Jr. (timothy.fox@usdoj.gov); (e) counsel to the DIP Agent, Mayer Brown LLP, 1221 Avenue of the Americas, New York, New York 10020-1001, Attn.: Jason Elder (jason.elder@mayerbrown.com); (f) counsel to Mizuho Bank, Ltd., in all capacities other than as Prepetition Agent, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017, Attn.: Timothy Graulich (timothy.graulich@davispolk.com) and Richard J. Steinberg (richard.steinberg@davispolk.com); (g) counsel to Mizuho Bank, Ltd., in its capacity as Prepetition Agent, Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Wilmington, Delaware 19801, Attn.: Robert S. Brady (rbrady@ycst.com) and Andrew L. Magaziner (amagaziner@ycst.com); (h) counsel to the Ad Hoc Group of Senior Lenders, (i) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036, Attn: Ira S. Dizengoff (idizengoff@akingump.com) and Anna Kordas (akordas@akingump.com), (ii) Akin Gump Strauss Hauer & Feld LLP, 2001 K Street NW, Washington, D.C. 20006, Attn.: Scott Alberino (salberino@akingump.com), Kate Doorley (kdoorley@akingump.com), and Alexander F. Antypas (aantypas@akingump.com); and (iii) Cole Schotz P.C., 500 Delaware Avenue, Suite 600, Wilmington, DE 19801, Attn: Justin R. Alberto (jalberto@coleschotz.com) and Stacy L. Newman (snewman@coleschotz.com); (i) counsel to the Sponsors, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019-6064, Attn.: Brian S. Hermann (bhermann@paulweiss.com) and Jacob Adlerstein (jadlerstein@paulweiss.com); and

(j) co-counsel to the Committee, (i) Paul Hastings LLP, 200 Park Avenue, New York, New York 10166. Attn.: Kristopher M. Hansen (krishansen@paulhastings.com), Jonathan D. Canfield (joncanfield@paulhastings.com), Gabriel E. Sasson (gabesasson@paulhastings.com), and Xue (Annie) Yu (xueyu@paulhastings.com), and (ii) Morris James LLP, 3205 Avenue North Blvd., Suite 100, Wilmington, Delaware 19801. Attn.: Eric J. Monzo (emonzo@morrisjames.com), Jason S. Levin (jlevin@morrisjames.com), and Siena B. Cerra (scerra@morrisjames.com).

PLEASE TAKE FURTHER NOTICE that if an objection to the assumption of any Lease is timely filed and not withdrawn or resolved, a hearing will be held on **January 7, 2026 at 11:30 a.m. Eastern Time** before the Honorable Craig T. Goldblatt, United States Bankruptcy Judge for the District of Delaware, 824 Market Street, Courtroom #7, Third Floor, Wilmington, Delaware 19801. Only objections made in writing and timely filed will be considered by the Court at such hearing. If such objection is overruled or withdrawn, such Lease or Leases shall be assumed as of the Assumption Date set forth in **Schedule 1** or such other date as the Debtors, the Ad Hoc Group of Senior Lenders, and the counterparty or counterparties to such Lease agree in writing (email being sufficient) or as ordered by the court; *provided, however*, that no Lease shall be deemed assumed absent entry of an order approving the Motion.

Dated: December [●], 2025
Wilmington, Delaware

/s/DRAFT

PACHULSKI STANG ZIEHL & JONES LLP

Laura Davis Jones (DE Bar No. 2436)
Timothy P. Cairns (DE Bar No. 4228)
Edward A. Corma (DE Bar No. 6718)
919 North Market Street, 17th Floor
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KIRKLAND & ELLIS INTERNATIONAL LLP

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-and-

Ross M. Kwasteniet, P.C. (admitted *pro hac vice*)
Spencer A. Winters, P.C. (admitted *pro hac vice*)
333 West Wolf Point Plaza
Chicago, Illinois 60654
Telephone: (312) 862-2000
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Email: ross.kwasteniet@kirkland.com
spencer.winters@kirkland.com

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

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

Schedule 1
Assumed Leases

Marelli Holdings Co., Ltd.Master Lease Assumption Schedule
(\$ in actuals)

| Ref. | Counterparty | Debtor | Description | Site Code | Property Address | Proposed Cure Amount (USD) | Assumption Date |
|------|--|---|--|-----------|---|----------------------------|-----------------|
| 1 | Administradora de Bens Sul S/A - Paraná | Marelli Cofap do Brasil Ltda | Curitiba Office | BRCU-O | Rua Sta Catarina 65, Agua Verde - salas 302 and 303a, Curitiba, Brazil, 80610-090 | \$0 | 1/7/2026 |
| 2 | ALITRANS | Marelli Aftermarket Italy S.p.a. | Lodi San Martin in Strada (Alitrans) Warehouse | ITSS-3W | Strada Provinciale 17, San Martino in Strada, Italy, 26817 | \$0 | 1/7/2026 |
| 3 | ANJI ZHIXING LOGISTICS (FUJIAN) CO., LTD. | Marelli Automotive Electronics (Guangzhou) Co. Ltd | Anji Fuzhou Warehouse | CNFZ-3W | No.2 Jianshe Road Saic industrial district, Ningde City, Fuzhou, China, 352100 | \$0 | 1/7/2026 |
| 4 | ANJI ZHIXING LOGISTICS (FUJIAN) CO., LTD. | Marelli Automotive Electronics (Guangzhou) Co. Ltd | Anji-CEVA Shanghai Warehouse | CNSH-3W4 | NO.388 YITIAN RD, NANHUI XINCHENG Town, PUDONG District, Shanghai, China, 201306 | \$0 | 1/7/2026 |
| 5 | ANTUNEZ S.R.L. | Magneti Marelli Conjuntos de Escape S.A. | Cordoba Plant | ARCO-P | Avenida Velez Sarsfield 4889, Cordoba, CP Argentina, 5016 | \$0 | 1/7/2026 |
| 6 | Atrium Starohájska s.r.o. | Marelli Global Business Services Europe s.r.o. | GBS - Atrium | SKTR-O1 | Starohájská ulica 1, Trnava, Slovakia, 91701 | \$0 | 1/7/2026 |
| 7 | Banco Actinver, S.A. | Marelli Toluca Mexico S. de R.L. de C.V. | Tech Center Mexico City | MXMX-E | Avenida Profesora Eulalia Guzmán 185, Atlampa, Cuauhtemoc, Mexico City, Mexico, 06450 | \$0 | 1/7/2026 |
| 8 | BANCO ACTINVER, S.A. INSTITUCION DE BANCA MULTIPLE, GRUPO FINANCIER ACTINVER, AS TRUSTEE OF TRUST 2304 | Marelli Toluca Mexico S. de R.L. de C.V. | Toluca Plant | MXTO-P | Av. De la industria Automotriz 7 MZ-4 LT-3, Col. Emiliano Zapata Lerma, Toluca, Lerma, Mexico Mexico, 52004 | \$0 | 1/7/2026 |
| 9 | BANCO ACTINVER, S.A. INSTITUCION DE BANCA MULTIPLE, GRUPO FINANCIER ACTINVER, AS TRUSTEE OF TRUST 2304 | Marelli Toluca Mexico S. de R.L. de C.V. | Toluca Plant | MXTO-P | Av. De la industria Automotriz 7 MZ-4 LT-3, Col. Emiliano Zapata Lerma, Toluca, Lerma, Mexico Mexico, 52004 | \$0 | 1/7/2026 |
| 10 | Banco Activer , Institucion de Banca Multiple, Grupo Financiero Actinver | Marelli Toluca Mexico S. de R.L. de C.V. | Toluca Toolshop | MXTO-E | AV. INDUSTRIA AUTOMOTRIZ - MZ. 4, LT. 2 Y 3, PARQUE INDUSTRIAL EX - HACIENDA DOÑA ROSA, Toluca, Lerma, Mexico, 52004 | \$0 | 1/7/2026 |
| 11 | Banco Popolare di Milano | Marelli Europe S.p.A. | Corbetta Plant, Offices, Warehouse & R&D | ITCO-P | Viale Aldo Borletti 61/63, Corbetta, MI Italy, 20011 | \$0 | 1/7/2026 |
| 12 | Banco Popolare di Milano | Marelli Suspension Systems Italy S.p.A. | Rivalta Plant | ITRV-P | via Enrico Mattei 12, Rivalta, TO Italy, 10040 | \$0 | 1/7/2026 |
| 13 | Banco Popolare di Milano | Marelli Europe S.p.A. | Venaria Reale Offices and R&D | ITVR-P2 | Viale Carlo Emanuele II, 118/150, Venaria Reale, Italy, 10078 | \$0 | 1/7/2026 |
| 14 | BIELSKO LOGISTICS SP. Z O.O | Marelli Bielsko-Biala Poland Sp.zo.o. | Panattoni Bielsko Plant | POBB-P4 | Panattoni Park Bielsko-Biala III, - ul. Szklana 164, Bielsko-Biala, Poland, 43-300 | \$0 | 1/7/2026 |
| 15 | Bienes e Inmuebles Anber S.L. | Marelli España S.A. | Bienes e Inmuebles Anber Llinars Warehouse | ESLL-W3 | Polígono Industrial Collsabadell, Ronda Collsabadell 8, Llinars del Vallés, Spain, 08450 | \$0 | 1/7/2026 |
| 16 | BIENES E INMUEBLES ANBER, S.L. | Marelli España S.A., Marelli Aftermarket Spain S.L.U | Llinars del Valles Plant & Office | ESLL-P | Polígono Industrial G-2 Collsabadell, Ronda de Carrer Collsabadell, 1-3, 6, Llinars del Vallés, , Spain, 08450 | \$0 | 1/7/2026 |
| 17 | BISITE GLASSES CO.,LTD | Marelli Automotive Lighting (Foshan) Co. Ltd | Foshan Plant | CNFO-P | 16, Phoenix Avenue, Nanhai National Ecological Industrial Park, Danzao Town, Nanhai District, Foshan, Guangdong China, 528200 | \$0 | 1/7/2026 |
| 18 | CETL Cargo s.r.o. | Marelli Automotive Lighting Jihlava (Czech Republic) S.R.O. | Jihlava Hall Cetl | CZZD-3W | Pliška 659, Zdirec nad Doubravou, Zdirec nad Doubravou, Czechia, 58263 | \$0 | 1/7/2026 |
| 19 | CEVA | Marelli Aftermarket Italy S.p.a. | Mosezzo Warehouse | ITSP-3W1 | Via Rossini 10/C, Impianto 1, San Pietro Mosezzo, Italy, 28060 | \$0 | 1/7/2026 |
| 20 | CEVA | Marelli Aftermarket Poland Sp. z o.o. | Sosnowiec Warehouse | POSS-3W | ul. Inwestycyjna 11, Sosnowiec, Poland, 41-208 | \$0 | 1/7/2026 |
| 21 | CEVA | Marelli Kechnec Slovakia s.r.o. | GEFCO Kechnec Warehouse | SKKN-3W | PRIEMYSELNÝ PARK, PERÍNSKA CESTA 291 / 292, Kechnec, Slovakia, 044 58 | \$0 | 1/7/2026 |
| 22 | CEVA | Marelli Aftermarket Spain S.L.U | Ceva Ontigola Warehouse | ESOG-3W | Polígono Industrial Dehesa de la Plata, Nave 1, Ontigola, Spain, 45340 | \$0 | 1/7/2026 |
| 23 | CEVA | Magneti Marelli REPUESTOS S.A. | Ceva Logistics ElPato | AREP-3W | RUTA 36 KM 37,5, El Pato, Argentina, C1893 | \$0 | 1/7/2026 |
| 24 | CEVA | Marelli Aftermarket Italy S.p.a. | Pero Warehouse | ITPR-3W | 24, via G. d'Annunzio, Pero, Italy, 20016 | \$0 | 1/7/2026 |
| 25 | CEVA | Marelli Aftermarket Italy S.p.a. | Padova Warehouse | ITPV-3W | Via Nuova Zelanda 8, Padova, Italy, 35127 | \$0 | 1/7/2026 |
| 26 | CEVA | Marelli Aftermarket Germany GmbH | CEVA Pohlheim Warehouse | DEPH-3W | Am Pfahlgraben 4-10, Pohlheim, Germany, 35415 | \$0 | 1/7/2026 |
| 27 | CEVA | Marelli Aftermarket Italy S.p.a. | Lazzate Warehouse | ITLZ-3W | Via S. Lorenzo KM 133, Lazzate, Italy, 20824 | \$0 | 1/7/2026 |
| 28 | Changchun Xincheng Architectural Design Consulting Co., LTD | Marelli Automotive Components (WUHU) Co Ltd | Changchun Plant | CNCC-P | No.231 Hai'an Rd., New Industries Park, Changchun Economic and Technological Development Zone, Changchun, Jilin China, 130102 | \$0 | 1/7/2026 |
| 29 | CHINA POST WUHU BRANCH, ANHUI BRANCH OF CHINA POST EXPRESS LOGISTICS CO., LTD | Marelli International Trading (Shanghai) Co., Ltd | China Post Wuhu Warehouse | CNWU-3W | Intersection of Hongxing Road and Dongliang Road, Qiaobei Industrial Park, Wuhu Economic and Technological Dev. Zone, Wuhu, China, 241008 | \$0 | 1/7/2026 |
| 30 | CHRONO EXPRESS SRL | Marelli Automotive Lighting Italy S.p.A. | Multilog Venaria Warehouse | ITVR-3W | Viale Carlo Emanuele II, 190, Venaria Reale, Italy, 10078 | \$0 | 1/7/2026 |
| 31 | CMF ADMINISTRAÇÃO DE IMÓVEIS E EMPREENDIMENTOS LTDA. | Marelli Sistemas Automotivos Industria e Comercio Brasil Ltda | Contagem Riacho Warehouse | BRCG-W | Rua Sagitário 410 - do Distrito Industrial Riacho das Pedras, Contagem, Brazil, 32242-210 | \$0 | 1/7/2026 |
| 32 | Comprensorio Montano della Carnia | Marelli Automotive Lighting Italy S.p.A. | Tolmezzo Plant (A, B, C and D) | ITTM-P | Via dell'Industria 17, Tolmezzo, UD, Italy, 33028 | \$0 | 1/7/2026 |

Marelli Holdings Co., Ltd.Master Lease Assumption Schedule
(\$ in actuals)

| Ref. | Counterparty | Debtor | Description | Site Code | Property Address | Proposed Cure Amount (USD) | Assumption Date |
|------|---|---|--|-----------|---|----------------------------|-----------------|
| 33 | Comprensorio Montano della Carnia | Marelli Automotive Lighting Italy S.p.A. | Tolmezzo Plant (A, B, C and D) | ITTM-P | Via dell'Industria 17, Tolmezzo, UD, Italy, 33028 | \$0 | 1/7/2026 |
| 34 | CONE S.A. | Marelli Industria e Comercio de Componentes Automotivos Brasil Ltda | Cabo de Santo Agostinho Plant | BRCB-P | Rodovia BR 101 SUL - 2.220 - Condominio Logistico Plug & Play 3.2 - Galpao 03, Cabo de Santo Agostinho, PE Brazil, 54590-000 | \$0 | 1/7/2026 |
| 35 | Consorzio di Sviluppo Economico Locale di Tolmezzo | Marelli Automotive Lighting Italy S.p.A. | CIP Tolmezzo Warehouse 2 | ITTM-3W | Via del Pioppeto, 1, Tolmezzo, Italy, 33028 | \$0 | 1/7/2026 |
| 36 | CORSAR ACCIONES S.A. DE C.V. | Marelli Automotive Lighting Juarez Mexico S.A de C.V. | Juarez Plant 2A and 2B | MXCJ-P2A | Ave. del Charro 1620 and 1750, Col. Partido Romero Escobedo (2A) / Calle Omega No. 1651, Parque Industrial Magnaplex (2B), Ciudad de Juarez, Chihuahua, Mexico, 32330 | \$0 | 1/7/2026 |
| 37 | COSINT Consorzio per lo Sviluppo Industriale di Tolmezzo | Marelli Automotive Lighting Italy S.p.A. | Tolmezzo CSAT Toolshop & Warehouse | ITTM-RD | Via Candoni, 2 (T3-Edificio CSAT), Tolmezzo, UD Italy, 33028 | \$0 | 1/7/2026 |
| 38 | Cosma Group | Marelli Automotive Lighting Italy S.p.A. | Prato Carnico Warehouse | ITPC-3W | Zona Artig. Chiampeas, Prato Carnico, Italy, 33020 | \$0 | 1/7/2026 |
| 39 | CTP Property II, a.s. | Marelli Automotive Lighting Jihlava (Czech Republic) S.R.O. | Jihlava CTP Warehouse | CZJL-3W2 | Červený Kříž 311, Jihlava, Jihlava, Czechia, 586 01 | \$0 | 1/7/2026 |
| 40 | CTPark Katowice | Marelli Sosnowiec Poland Sp.z.o.o. | Katowice OES Plant | POKW-P | Krakowska 175, Katowice, Poland, 40-391 | \$0 | 1/7/2026 |
| 41 | CVR Immobiliare 2020 s.r.l. | Marelli Europe S.p.A. | Caivano Plant | ITCV-P | Zona Industriale ASI, Agglomerato Asi Pascarola, Caivano, NA Italy, 80023 | \$0 | 1/7/2026 |
| 42 | Dacheng storage and transportation Co., LTD | Marelli Powertrain (Hefei) Co Ltd | Wuhu Dacheng storage and transportation Co., LTD | CNWU-3W1 | 19 Changchun Road, Economic and Technological Development Zone, Wuhu City, Anhui Province, Wuhu, China, 241000 | \$0 | 1/7/2026 |
| 43 | Dalian Software Park Co. LTD | Marelli Business Service (Dalian) Co., Ltd | GBS Dalian | CNDL-O1 | Rm 601, Buidling 16, No. 269 Wu Yi Rd., Shahekou District, Dalian, China, 116023 | \$0 | 1/7/2026 |
| 44 | Davisa Desarrollos Inmobiliarios S.A. de CV | Marelli Toluca Mexico S. de R.L. de C.V. | Ramos Arizpe Plant | MXST-P2 | Av. Omicron #151-C, Parque Industrial Santa Maria, Ramos Arizpe, Saltillo, Coahuila Mexico, 25903 | \$0 | 1/7/2026 |
| 45 | Davisa Desarrollos Inmobiliarios S.A. de CV | Marelli Ride Dynamics Mexico S. de R.L. de C.V., Marelli Toluca Mexico S. de R.L. de C.V. | Derramadero Plant | MXST-P1 | Carretera Estatal 105 Derramadero Gral Cepeda Parras No. 895, Parque Industrial Sta Monica, Saltillo, Coahuila Mexico, 25300 | \$0 | 1/7/2026 |
| 46 | DB schenker | Marelli Automotive Lighting Jihlava (Czech Republic) S.R.O. | Schenker Bremen Warehouse | DEBR-3W | Wesser Ems-Strasse 2-4, Bremen, Germany, 28309 | \$0 | 1/7/2026 |
| 47 | Deutsche Bank México, S. A., | Marelli Automotive Lighting Juarez Mexico S.A de C.V. | Juarez Plant 1A, 1B, 1C and 1D | MXCJ-P1AB | Avenida Hermanos Escobar 6965 (1A, 1B & 1D) & 7151 (1C), Parque Industrial Omega, Ciudad de Juarez, Chihuahua, Mexico, 32315 | \$0 | 1/7/2026 |
| 48 | Dissay Chaveneau Bemis | Marelli Kechnec Slovakia s.r.o., Marelli Ploiesti Romania S.R.L. | Dissay Chaveneau Bemis Warehouse | FRFO-3W | Geodis Automotive Est, ZI DE L'AEROPARC, Fontaine, France, 90150 | \$0 | 1/7/2026 |
| 49 | DL Invest | Marelli Bielsko-Biala Poland Sp.zo.o. | Bielsko Plant Consortium Bldg 3d | POBB-P1 | ul. Michala Grażyńskiego 141, Bielsko-Biala, Poland, 43-346 | \$0 | 1/7/2026 |
| 50 | DL Invest | Marelli Bielsko-Biala Poland Sp.zo.o. | Bielsko Plant Bldg 41 | POBB-P2 | Węglowa 85, Bielsko-Biala, Poland, 43-346 | \$0 | 1/7/2026 |
| 51 | DMT | Marelli Toluca Mexico S. de R.L. de C.V. | Toluca DMT WH | MXTO-3W | Reforma No. 203, Colonia de Reforma, San Mateo Atenco, Toluca, Lerma, Mexico, 52120 | \$0 | 1/7/2026 |
| 52 | Donfeng Nissan Dalian Branch of Donfeng Automobile Co., Ltd | Marelli (Guangzhou) Corporation | Dalian DongFeng Nissan Plant - On/In site | CNDL-P | Donfeng Nissan Passenger Vehicle Company (Dalian Plant) - No. 8-23, Ruigang Road, Dalian Free Trade Zone, Jinzhou District, Dalian, Liaoning China, 116620 | \$0 | 1/7/2026 |
| 53 | Donfeng Nissan Dalian Branch of Donfeng Automobile Co., Ltd | Marelli (Guangzhou) Corporation | Dalian DongFeng Nissan Plant - On/In site | CNDL-P | Donfeng Nissan Passenger Vehicle Company (Dalian Plant) - No. 8-23, Ruigang Road, Dalian Free Trade Zone, Jinzhou District, Dalian, Liaoning China, 116620 | \$0 | 1/7/2026 |
| 54 | DongFeng Nissan | Marelli (Xiang Yang) Corporation | DongFeng Nissan (DFL) Xiangyang - On/In site | CNXY-P2 | Donfeng Nissan Passenger Vehicle Company (Xiangyang Plant), No. 5, Dongfeng Automobile Avenue, Xiangyang High-tech Zone, Xiangyang, Hubei China, 441058 | \$0 | 1/7/2026 |
| 55 | Ekol | Marelli Mako Turkey Elektrik Sanayi Ve Ticaret Anonim Sirketi | Ekol Bursa Warehouse | TRBR-3W | MINARELIÇAVUS MAHALLESİ, ALKANLAR SOKAK NO:14, 16140 NİLÜFER, Bursa, Türkiye, 16140 | \$0 | 1/7/2026 |
| 56 | Eternity Grand Logistic Public Company Limited | Marelli (Thailand) Co., Ltd | Chonburi Warehouse | THCB-3W | A.Panthong 700/616 M.4 T Ban Kao, Phan Thong District, Chonburi, Thailand, 20160 | \$0 | 1/7/2026 |
| 57 | Fausto Jose Passaglia / Ana Denise Carvalho Passagua | Marelli Copaf do Brasil Ltda | Goiana Office | BRGO-O | Av. Pires Fernandes,39 - salas 102 & 104 - Setor Aeroporto, Goiana, Brazil, 74070-030 | \$0 | 1/7/2026 |
| 58 | FBM Inc. | Marelli Corporation | Atsugi Office | JPAS-O | 3-1-1 Kotobuki-cho, Atsugi, Japan, 243-0003 | \$0 | 1/7/2026 |

Marelli Holdings Co., Ltd.Master Lease Assumption Schedule
(\$ in actuals)

| Ref. | Counterparty | Debtor | Description | Site Code | Property Address | Proposed Cure Amount (USD) | Assumption Date |
|------|---|---|--|-----------|---|----------------------------|-----------------|
| 59 | FCA FIAT Chrysler Automoveis Brasil LTDA | Marelli Industria e Comercio de Componentes Automotivos Brasil Ltda, Marelli Sistemas Automotivos Industria e Comercio Brasil Ltda | Fiat Betim Warehouse/Sequencing | BRBT-W | Rod Fernão Dias, KM 429,GA 53,Paulo Camilo Pena, Betim, Brazil, 55900-000 | \$0 | 1/7/2026 |
| 60 | FCA REAL ESTATE SERVICES FRANCE | Marelli Automotive Lighting France SAS | Trappes Office & Eng | FRTR-O | Rue Albert Einstein 5/7, Trappes, France, 78190 | \$0 | 1/7/2026 |
| 61 | Feiliks Logistics (Asia) Limited | Marelli Automotive Electronics (Guangzhou) Co. Ltd | Feiliks Hongkong Warehouse | CNHK-3W | No.59 Ha Mei San Tsuen Road, Tin Shui Wei, NT, HongKong, China, 0 | \$0 | 1/7/2026 |
| 62 | Fergusons | Marelli Automotive Systems UK Limited | Ferguson Warehouse | GBFE-3W | Fergusons Unit 4B, Northumberland Business Park West, Cramlington Northumberland, Dudley, Annitsford, United Kingdom, NE23 7RH | \$0 | 1/7/2026 |
| 63 | FGVM Adm. Bens Próprios Ltda | Marelli Cofap do Brasil Ltda | Rio de Janeiro Office | BRRJ-O | Sala 102, Av. Bruxelas,185, Bonsucesso, Rio de Janeiro, Brazil, 21041-000 | \$0 | 1/7/2026 |
| 64 | FIAT AUTOMOVEIS LTDA | Marelli Industria e Comercio de Componentes Automotivos Brasil Ltda | Goiana Plant Warehouse SP3 | BRGO-P3 | Rodovia BR101 Km 13 ao 15 , Galpão SP3, Goiana, PE Brazil, 55900-000 | \$0 | 1/7/2026 |
| 65 | FIAT AUTOMOVEIS LTDA - SUPPLY PARK | Marelli Sistemas Automotivos Industria e Comercio Brasil Ltda, Marelli Industria e Comercio de Componentes Automotivos Brasil Ltda | Goiana Plant SP4 | BRGO-P4 | Rodovia BR101 Km 13 ao 15 , Galpão SP4, Goiana, PE Brazil, 55900-000 | \$0 | 1/7/2026 |
| 66 | FLEXIBLE WAREHOUSING SOLUTIONS, S. DE R.L. DE C.V | Marelli Automotive Lighting Juarez Mexico S.A de C.V. | K+N Juarez External Warehouse 2 | MXCJ-3W2 | Boulevard Independencia #8851, Colonia Lote Bravo, Ciudad de Juarez, Mexico, 32575 | \$0 | 1/7/2026 |
| 67 | Forum AutoVision der Wolfsburg AG (bldg. 5, rooms 027 and 033) | Marelli Germany GmbH | Wolfsburg Office (New 2024) | DEWB-O1 | Major-Hirst-Strasse 11, Wolfsburg, Germany, 38442 | \$0 | 1/7/2026 |
| 68 | FOSHAN RUITONG LOGISTICS CO., LTD. | Marelli Automotive Lighting (Foshan) Co. Ltd | Foshan Warehouse | CNFO-W | NO. 2, YINHAI AVENUE, NANHAI NATIONAL ECOLOGICAL INDUSTRY MODEL PARK, DANZAO TOWN, NANHAI DISTRICT, Foshan, China, 528200 | \$0 | 1/7/2026 |
| 69 | Futian-Rikun Storage & Transportation (Guangzhou) Co., Ltd. | Marelli Automotive Lighting (Foshan) Co. Ltd | FuTian-RiKun Guangzhou Warehouse | CNGZ-3W4 | No. 90, Shaning Road, Ning West Street, Zengcheng District, Guangzhou, China, 511130 | \$0 | 1/7/2026 |
| 70 | GBL Logistic | Marelli Automotive Lighting (Foshan) Co. Ltd | Warehouse (GBL LOGISTICS) | CNGZ-3W3 | No.81, Donglong Avenue, Hualong Town, Panyu District Guangzhou City, Guangzhou, China, 511300 | \$0 | 1/7/2026 |
| 71 | GEODIS | Marelli France S.a.s. | Dissay Chaveneau Bernis Warehouse | FRDY-3W | 10 rue des Erables, Dissay, France, 86130 | \$0 | 1/7/2026 |
| 72 | GP Günter Papenburg AG (Anderter Str. 99 C, 30559 Hannover) | Marelli Germany GmbH | Hannover Plant | DEHA-P | Springrad 8, Hannover, Germany, 30419 | \$0 | 1/7/2026 |
| 73 | Gruppo Constructor PEASA, S.A. C.V. | Marelli Global Business Services America S de RL de CV. | GBS Aguascalientes | MXAG-O | Nave 52, Desarrollo Especial Talleres F.F.C.C., Aguascalientes, Mexico, 20270 | \$0 | 1/7/2026 |
| 74 | Guangzhou Fengshen Automobile Co., Ltd | Marelli (Guangzhou) Corporation | Guangzhou MGZ, DFL Plant1 & Plant 2 and Warehouses, On/In-site | CNGZ-P4 | No. 8 Fengshen Road, Xin Hua Zhen, Dongfeng Nissan Passenger Vehicle Company (Huadu Plant), Huadu District, Guangzhou, Guangdong China, 510812 | \$0 | 1/7/2026 |
| 75 | Guangzhou Fengshen Automobile Co., Ltd. Zhengzhou Branch | Marelli (Guangzhou) Corporation | Zhengzhou DongFeng Nissan Plant - On/In site | CNZZ-P | Dongfeng Nissan Passenger Vehicle Company (Zhengzhou Plant) - 369 8th Avenue, Zhengzhou Economic and Technical Development Zone, Zhengzhou, Henan China, 450016 | \$0 | 1/7/2026 |
| 76 | GUANGZHOU HAITIAN PLASTIC CO., LTD. XIANGYANG BRANCH | Marelli (Xiang Yang) Corporation | Xiangyang Haitian 3PL Warehouse | CNXY-3W1 | No.11 Xinxing Rd. Automotive Industry Development Area, Xiangyang, China, 441004 | \$0 | 1/7/2026 |
| 77 | Guangzhou Nansha Plainvim Automobile Industrial Park Co., Ltd | Marelli Automotive Chassis System (Guangzhou) Co.,Ltd. | Nansha Plant B (MCG) | CNGZ-P3 | Bldg. B, Land #9, Nanjiang 3rd Road, Nansha District, Guangzhou, Guangdong China, 511462 | \$0 | 1/7/2026 |
| 78 | Guangzhou Yimeng Logistics Co., LTD | Marelli Automotive Components (WUHU) Co Ltd | Guangzhou Yimeng logistics Co., LTD _AL | CNSH-3W7 | No. 818 Haijie Road, Lingang New Area, Shanghai, Shanghai, China, 0 | \$0 | 1/7/2026 |
| 79 | Guangzhou Wei Da Property Co., Ltd. and Guangzhou Heng Shang Property Co., Ltd. | Marelli Automotive Electronics (Guangzhou) Co. Ltd, Marelli Automotive Components (WUHU) Co Ltd, Marelli Automotive Lighting (Foshan) Co. Ltd | Huadu Guangzhou Plant (MEG) | CNGZ-P2 | No. 2, Yong Li Road, Xin Ya Street, Huadu District, Guangzhou, Guangdong China, 510800 | \$0 | 1/7/2026 |
| 80 | HAUS- UND GRUNDSTUCKSVERWALTUNG FRITZ BENDER GMBH | Marelli Germany GmbH | Munich Office (Ismanning) | DEMU-O1 | Carl-Zeiss-Ring 11, Ismanning, Germany, 85737 | \$0 | 1/7/2026 |
| 81 | Hefei Gensho Logistics Co., LTD | Marelli Automotive Electronics (Guangzhou) Co. Ltd | GenSho Hefei Warehouse | CNHF-3W1 | NO.7210, YUNGU ROAD, JINGKAI DISTRICT, Hefei, China, 230601 | \$0 | 1/7/2026 |

Marelli Holdings Co., Ltd.Master Lease Assumption Schedule
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| Ref. | Counterparty | Debtor | Description | Site Code | Property Address | Proposed Cure Amount (USD) | Assumption Date |
|------|--|--|---|-----------|--|----------------------------|-----------------|
| 82 | Hefei STIP Co.Ltd | Marelli Powertrain (Hefei) Co Ltd | Hefei Plant | CNHF-P2 | No.108, Ningxi Road, Baiyan Science and Technology Park, High-tech Zone, Hefei, Anhui China, 231200 | \$0 | 1/7/2026 |
| 83 | Hi Logistic Inc. | Marelli Corporation | Shimotsuke Tochigi Warehouse | JPST-W1 | 144-1 Shimokoyama Shimotsuki-shi, Shimotsuke, Japan, 329-0502 | \$0 | 1/7/2026 |
| 84 | Highly Marelli | Marelli España S.A. | HMSP Monjos Barcelona (Marelli IT Hardware in Office) | ESEM-3P | C./Illes Balears, 5-7 Poligon Industrial Casa Nova, Sta Margarida els Monjos, Barcelona, Spain, 08730 | \$0 | 1/7/2026 |
| 85 | HRE Varginha Empreendimentos | Marelli Cofap do Brasil Ltda | Varginha Logistic Hub | BRVG-W | Avenida Porto Seco, 1540 = Condomínio Industrial e Tecnológico – Aeroporto – Varginha MG, Varginha, Brazil, 37031-090 | \$0 | 1/7/2026 |
| 86 | Ilmed Logistics and Technologies S.r.l. | Marelli Aftermarket Italy S.p.a. | LMED Avigliana Warehouse | ITAV-3W | Viale dei Mareschi 15, Avigliana, Italy, 10051 | \$0 | 1/7/2026 |
| 87 | Inmobiliaria Cuernavaca 2000 S.A. de C.V. | Marelli Mexicana, S.A. de C.V. | PIVA Warehouse | MXAG-W | Calle Cto Aguascalientes Nte 138, Aguascalientes, Mexico, 20906 | \$0 | 1/7/2026 |
| 88 | Inmobiliaria Rocal, S.A. de C.V. e La Poderosa Rocl del Norte | Marelli Automotive Lighting Juarez Mexico S.A de C.V. | Juarez 'Cuartel' Warehouse 2 | MXCJ-W | Av. Del Charro 1620, Col. Partido Escobedo, Ciudad de Juarez, Mexico, 32330 | \$0 | 1/7/2026 |
| 89 | INMOBILIARIA Z.C.5, S.A. DE C.V | Marelli Automotive Lighting Tepotzotlan Mexico S.de r.l. de C.v. | Tepotzotlan Ext Warehouse | MXTP-W | Av. 16 de Julio s/n, Colonia el Trebol, Tepotzotlan, Mexico, 54605 | \$0 | 1/7/2026 |
| 90 | INVERSIONES CABOET S.A | Marelli España S.A. | Barbera Plant and Warehouse | ESBV-P | Carrer Basilea 23, Barberá del Vallés, , Spain, 08210 | \$0 | 1/7/2026 |
| 91 | INVERSIONES CABOET S.A | Marelli España S.A. | Barbera Plant and Warehouse | ESBV-P | Carrer Basilea 23, Barberá del Vallés, , Spain, 08210 | \$0 | 1/7/2026 |
| 92 | Iulius Mall Cluj S.r.l. | Marelli Cluj Romania S.r.l. | Cluj Tech Center - New 2025 | ROCL-O1 | 53B Alexandru Vaida Voevod Str. (United Business Center – Iulius building, 4th floor, shopping center Iulius Mall), Cluj-Napoca, Romania, 400436 | \$0 | 1/7/2026 |
| 93 | Jilin Jingheng Logistics Co., LTD | Marelli Automotive Electronics (Guangzhou) Co. Ltd | Jilin Jingheng Logistics Co., Ltd | CNCC-3W2 | No. 666 Jiedada Road, Luyuan District, Changchun City, Jilin Province, Changchun, China, 130013 | \$0 | 1/7/2026 |
| 94 | Jipocar | Marelli Automotive Lighting Jihlava (Czech Republic) S.R.O. | Jihlava Jipocar Hall E 3W | CZJL-3W1S | Hall E, Střítěž u Jihlavy 3, Jihlava, Czechia, 588 11 | \$0 | 1/7/2026 |
| 95 | Jipocar | Marelli Automotive Lighting Jihlava (Czech Republic) S.R.O. | Jihlava Jipocar Hall I 3W | CZJL-3W3 | Hall I, Střítěž u Jihlavy 3, Jihlava, Czechia, 588 11 | \$0 | 1/7/2026 |
| 96 | JOSEF POHANKA | Marelli Automotive Lighting Jihlava (Czech Republic) S.R.O. | Jihlava -Tchibo Warehouse | CZJL-W1 | Pávovská 75, Jihlava, Czechia, 586 01 | \$0 | 1/7/2026 |
| 97 | Kugel Nagel | Marelli Sosnowiec Poland Sp.z.o.o. | K+N Kecskemét Warehouse | HUKK-3W1 | Daimler út 6, Kecskemét , Hungary, 6000 | \$0 | 1/7/2026 |
| 98 | Lahser Holdings LLC | Marelli North America, Inc. | Southfield Office & Eng | USSF-O | 26555 Northwestern Highway, Southfield, USA, 48033 | \$0 | 1/7/2026 |
| 99 | Lcj Invest, Uzavřený Investiční Fond, A.S., Hvězdova 1716/2b, Nusle, 14000 Praha 4 | Marelli Automotive Lighting Jihlava (Czech Republic) S.R.O. | Jihlava Jipocar Hall D Plant ('OES') | CZJL-P3 | Hall D, Střítěž u Jihlavy 3, Jihlava, Czechia, 588 11 | \$0 | 1/7/2026 |
| 100 | Lcj Invest, Uzavřený Investiční Fond, A.S., Hvězdova 1716/2b, Nusle, 14000 Praha 4 | Marelli Automotive Lighting Jihlava (Czech Republic) S.R.O. | Jihlava Jipocar Hall F Module Plant | CZJL-P2 | Hall F, Střítěž u Jihlavy 3, Jihlava, Czechia, 588 11 | \$0 | 1/7/2026 |
| 101 | Le Cygne Sportif Group a.s. | Marelli Automotive Lighting Jihlava (Czech Republic) S.R.O. | Jihlava Hruskove Dvory Warehouse III | CZJL-3W6 | Hruskove Dvory 47, Jihlava, Czechia, 586 01 | \$0 | 1/7/2026 |
| 102 | Lessors of Carrer Edison, 28-36, Sant Esteve Sesrovires, Spain, 08635 | Marelli España S.A. | Seat BERGE Warehouse | ESSE-3W | Carrer Edison, 28-36, Sant Esteve Sesrovires, Spain, 08635 | \$0 | 1/7/2026 |
| 103 | LXP Enterprises | Marelli North America, Inc. | Lewisburg DC | USLB-P | 201/633 Garrett Pkwy, Lewisburg, TN, USA, 37091 | \$0 | 1/7/2026 |
| 104 | M. PREYMESSER LOGISTIKA | Marelli Sosnowiec Poland Sp.z.o.o. | Skoda Kvasiny Warehouse | CZKV-3W | Lipovka 130, Rychnov nad Kněžnou, Kvasiny, Czechia, 516 01 | \$0 | 1/7/2026 |
| 105 | MA.GI.CAR 3000 S.r.l | Marelli Aftermarket Italy S.p.a. | Caqliari Warehouse | ITCG-3W | Via del Fangario 3, Caqliari, Italy, 09028 | \$0 | 1/7/2026 |
| 106 | Magenta Participações S.A. | Marelli Cofap do Brasil Ltda | Sao Paulo Office | BRSP-O | Av. Brigadeiro Faria Lima, 201 - 10º Andar - salas 101 & 102, Sao Paulo, Brazil, 05426-100 | \$0 | 1/7/2026 |
| 107 | Maksimum Sp. Z.o.o. Holding S.K. | Marelli Aftermarket Poland Sp. z o.o. | Katowice Office | POKW-O | plac Pod Lipami 5, Katowice, Poland, 40-476 | \$0 | 1/7/2026 |
| 108 | Marcelo and Maria Eduarda Goncalves Fonseca / José Higino de Sousa | Marelli Cofap do Brasil Ltda | Recife Office | BRRC-O | Rua Ribeiro de Brito 573 - Salas 204 & 205, Recife, Brazil, 51021-310 | \$0 | 1/7/2026 |
| 109 | Meraí | Marelli España S.A. | MERAI Warehouse | ESLL-W2 | America 13 / Polígono Industrial CanTàpies,CarreteraC-251,Km11,5, Llinars del Vallés, Spain, 08450 | \$0 | 1/7/2026 |
| 110 | Millbrook Proving Ground Limited | Marelli Automotive Systems UK Limited | Millbrook - Technology Centre | GBMB-E | Ground Floor VEC, Millbrook Proving Ground, Millbrook, United Kingdom, MK45 2JQ | \$0 | 1/7/2026 |
| 111 | Mitsubishi UFJ Trust and Banking Corporation | Marelli Corporation | Tokai Plant | JPTK-P | 3-32 Aza- iwata, Makihira-cho, Okazaki-city, Aichi Japan, 444-3624 | \$0 | 1/7/2026 |
| 112 | Mitsubishi UFJ Trust and Banking Corporation | Marelli Corporation | Tokai Plant | JPTK-P | 3-32 Aza-iwata, Makihira-cho, Okazaki-city, Aichi Japan, 444-3624 | \$0 | 1/7/2026 |

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|------|--|--|---|-----------|--|----------------------------|-----------------|
| 113 | Miyako sangyo | Marelli Kyushu Corporation | Miyako Sangyo (Shiraishi) | JPFK-3W | 2220-19 Yohara, Kanda-machi, Miyako-gun, Japan, 800-0323 | \$0 | 1/7/2026 |
| 114 | Miyako sangyo | Marelli Kyushu Corporation | Miyako Sangyo (Tagawa) | JPTA-3W | 4003-1 Natsuyoshi, Tagawa-shi, Japan, 825-0004 | \$0 | 1/7/2026 |
| 115 | MR. MICHAEL STOLL | Marelli Germany GmbH | ELT Reutlingen Warehouse | DERE-W2 | Tübinger Strasse 77, Reutlingen, Germany, 72762 | \$0 | 1/7/2026 |
| 116 | NBV Neckarsulmer Bürovermietungs GmbH | Marelli Aftermarket Germany GmbH | Neckarsulm Office | DENU-O | Heinz-Nixdorf-Strasse 4, Neckarsulm, Germany, 74172 | \$0 | 1/7/2026 |
| 117 | Nignbo Yuantian Supply Chain Management Co., LTD | Marelli Automotive Components (WUHU) Co Ltd | Sinotrans Logistics Ningbo CO.,Ltd. | CNNB-3W1 | Zhongyi Ecological Park, Yuyao City, Ningbo, Zhejiang Province, Ningbo, China, 315402 | \$0 | 1/7/2026 |
| 118 | Nissan | Marelli Mexicana, S.A. de C.V. | CIVAC Nissan- On-/In site | MXCV-P | Av. Centenario, Civac, Jiutepec, Cuernavaca, Morelos Mexico, 62500 | \$0 | 1/7/2026 |
| 119 | Nissan | Marelli Mexicana, S.A. de C.V. | Nissan Plant A2 - On/In site | MXAG-P5 | Carretera Panamericana Sur Km. 112, Aguascalientes, Aguascalientes Mexico, 20290 | \$0 | 1/7/2026 |
| 120 | Nissan | Marelli Mexicana, S.A. de C.V. | Nissan Plant A1 - On/In site | MXAG-P4 | KM 75, Carretera Federal a Lagos de Moreno, Aguascalientes, Aguascalientes Mexico, 20290 | \$0 | 1/7/2026 |
| 121 | Nissan | Marelli Mexicana, S.A. de C.V. | CIVAC Nissan- On-/In site | MXCV-P | Av. Centenario, Civac, Jiutepec, Cuernavaca, Morelos Mexico, 62500 | \$0 | 1/7/2026 |
| 122 | NISSAN | Marelli North America, Inc. | Nissan Smyrna Plant - On/In site | USSM-P | 983 Nissan Drive, Smyrna, TN USA, 37167 | \$0 | 1/7/2026 |
| 123 | NISSAN | Marelli Automotive Systems UK Limited | Nissan Sunderland Plant - On/In site | GBSL-P1 | Washington Road, Nissan Motor Manufacturing UK Sunderland Plant, Sunderland, Tyne and Wear United Kingdom, SR5 3NS | \$0 | 1/7/2026 |
| 124 | NISSAN DO BRASIL AUTOMOVEIS LTDA | Marelli do Brasil Industria e Comercio Ltda | Resende Plant - On/In site | BRRS-P | Av. Nissan 1500 – Polo Industrial Resende, Resende, RJ Brazil, 27537-800 | \$0 | 1/7/2026 |
| 125 | Nissan Motor Co., Ltd. | Marelli Corporation | Tochigi Nissan Plant - On/In site | JPTC-P | 2500 Kamikamou, Kaminokawa, Tochigi Japan, 329-0692 | \$0 | 1/7/2026 |
| 126 | Nissan Motor Co., Ltd. | Marelli Corporation | Nissan Oppama Plant - On/In site | JPOP-P2 | 1, Natsushima-cho, Yokosuka, Kanagawa Japan, 237-0061 | \$0 | 1/7/2026 |
| 127 | Nissan Motor Co., Ltd. / Nissan Shatai Co., Ltd. | Marelli Kyushu Corporation, Marelli Corporation | Kanda Nissan Plant - On/In site | JPKA-P | Nissan Motor Kyusyu, 1-3, Shinjima-cho, Kanda-machi, Kanda, Fukuoka Japan, 800-0395 | \$0 | 1/7/2026 |
| 128 | Nissan Motor Co., Ltd. / Nissan Shatai Co., Ltd. | Marelli Kyushu Corporation, Marelli Corporation | Kanda Nissan Plant - On/In site | JPKA-P | Nissan Motor Kyusyu, 1-3, Shinjima-cho, Kanda-machi, Kanda, Fukuoka Japan, 800-0395 | \$0 | 1/7/2026 |
| 129 | Nissan North America | Marelli North America, Inc. | Nissan Canton Plant - On/In site | USCT-P | 300 Nissan Drive, Canton, MS USA, 39046 | \$0 | 1/7/2026 |
| 130 | Nissan Shatai Co., Ltd. | Marelli Corporation | Nissan Shatai Shonan - On/In site | JPSS-P | 1-3, Nagatoro, Hiratsuka-shi, Hiratsuka, Kanagawa Japan, 254-0021 | \$0 | 1/7/2026 |
| 131 | NLO Shanghai | Marelli International Trading (Shanghai) Co., Ltd | NLO 1 Shanghai (Bonded warehouse , for imported products) | CNSH-3W1 | No.58, Fasai Road , Waigaoqiao Free Trade Zone,Pudong District, Shanghai, China, 201208 | \$0 | 1/7/2026 |
| 132 | Obec Kechnec | Marelli Kechnec Slovakia s.r.o., Marelli Kechnec Slovakia s.r.o. | Kechnec Land/Parking | SKKN-L | Parcel 508/143 and 508/145, Priemyselny Park Kechnec, Perinska cesta 275 / 292, Kechnec, Slovakia, 04458 | \$0 | 1/7/2026 |
| 133 | Ohio Logistics Ltd. | Marelli North America, Inc. | Bowling Green Plant | USBG-P | 2371 Woodstream Drive, Bowling Green, OH USA, 43402 | \$0 | 1/7/2026 |
| 134 | Orix JREIT Inc. | Marelli Corporation, Marelli Yokohama K.K. | Hamamatsu Office | JPHM-O1 | Hamamatsu Act Tower 20F, 111-2, Itaya-machi, Naka-ku, Hammamatsu, Japan, 430-7790 | \$0 | 1/7/2026 |
| 135 | PALAUUSA | Marelli España S.A. | Palencia Plant | ESPL-P | Av. De la Comunidad Europea 43, Palencia, Spain, 34004 | \$0 | 1/7/2026 |
| 136 | PECEF TECHINCA | Marelli Ploiesti Romania S.R.L. | Pecef Ploiesti Warehouse | ROPL-3W1 | Pompeloz street nr. 4, Prahova, Ploiesti, Romania, 100410 | \$0 | 1/7/2026 |
| 137 | PIEMONTE LOCATIVA S/A | Marelli Sistemas Automotivos Industria e Comercio Brasil Ltda | Contagem Plant 1 | BRCG-P | Av. João Cesar de Oliveira, 6261 - Galpao 2, Contagem, MG Brazil, 32040-000 | \$0 | 1/7/2026 |
| 138 | PUJOL-BACHS | Marelli España S.A. | Pujol Bachs Martin, Llinars Warehouse | ESLL-W1 | Poligono Industrial G-2 Collsabadell, Ronda de Collsabadell, n 4, Llinars del Vallés, Spain, 08450 | \$0 | 1/7/2026 |
| 139 | PW Fund B, LP | Marelli Automotive Lighting USA LLC | El Paso Warehouse | USEP-3W | 12112-12124 Rojas Drive, Suite 200 and 900, El Paso, Texas, USA, 79936 | \$0 | 1/7/2026 |
| 140 | Red Car Group S.r.l. | Marelli Aftermarket Italy S.p.a. | Calenzano Firense Warehouse | ITCZ-3W | Via di Prato, 80, Calenzano, Italy, 50041 | \$0 | 1/7/2026 |
| 141 | Red Car S.r.l. | Marelli Aftermarket Italy S.p.a. | Redcar Roma Warehouse | ITRO-3W | Via Taurianova 92B, Roma, Italy, 00178 | \$0 | 1/7/2026 |
| 142 | Redwood (Light Industrial) Propco S.A.R.L. | Marelli Automotive Systems UK Limited | Washington - Plant, Warehouse & Office | GBWS-P | Bentall Business Park, Glover Road, Washington, Tyne and Wear United Kingdom, NE37 3JD | \$0 | 1/7/2026 |
| 143 | Redwood (Light Industrial) Propco S.A.R.L. | Marelli Automotive Systems UK Limited | Washington - Plant, Warehouse & Office | GBWS-P | Bentall Business Park, Glover Road, Washington, Tyne and Wear United Kingdom, NE37 3JD | \$0 | 1/7/2026 |
| 144 | Robert Bosch GmbH | Marelli Germany GmbH | Reutlingen Welle 2 - Office & Eng. | DERE-O | Ludwig-Erhard-Straße 4, Reutlingen, Germany, 72760 | \$0 | 1/7/2026 |

Marelli Holdings Co., Ltd.Master Lease Assumption Schedule
(\$ in actuals)

| Ref. | Counterparty | Debtor | Description | Site Code | Property Address | Proposed Cure Amount (USD) | Assumption Date |
|------|---|--|---|-----------|--|----------------------------|-----------------|
| 145 | Robert Bosch GmbH, Reutlingen, Germany - Container: Grinbold-Jodag GmbH | Marelli Germany GmbH | Reutlingen Office & Eng | DERE-P | Tübinger Strasse 123, Reutlingen, Germany, 72762 | \$0 | 1/7/2026 |
| 146 | Rota Empreendimentos Imobiliaros Ltda | Marelli Sistemas Automotivos Industria e Comercio Brasil Ltda | Contagem Land 1 (Parking) | BRCG-L1 | Avenue João Cesar de Oliveira, 6261, Contagem, Brazil, 32040 | \$0 | 1/7/2026 |
| 147 | Rota Empreendimentos Imobiliaros Ltda | Marelli Sistemas Automotivos Industria e Comercio Brasil Ltda | Contagem Land 2 (Parking) | BRCG-L2 | Avenue João Cesar de Oliveira, 6261, Contagem, Brazil, 32040 | \$0 | 1/7/2026 |
| 148 | RYDER CAPITAL, S. DE R.L. DE C.V. | Marelli Toluca Mexico S. de R.L. de C.V. | Tepotzotlan Ryder Warehouse | MXTP-3W | Av. Circunvalacion # 10 Barrio Texcacoa, Tepotzotlan, Mexico, 54605 | \$0 | 1/7/2026 |
| 149 | SEIBU PROPERTIES CO., LTD. | Marelli Yokohama K.K. | Yokohama Office | JPYH-O | Shinyokohama Square Building 13F, 2-3-12, Shinyokohama, Kohoku-ku, Yokohama, Japan, 222-0033 | \$0 | 1/7/2026 |
| 150 | Servicios de Ingenieria y Proyectos Integrales S.A. de C.V. | Marelli Mexicana, S.A. de C.V. | PIVA Eng | MXAG-E | Circuito AG Oriente 134 C Parque industrial de Valle AG, Aguascalientes, Mexico, 20340 | \$0 | 1/7/2026 |
| 151 | Sevket Guvenc San.Tic. A.S. | Marelli Mako Turkey Elektrik Sanayi Ve Ticaret Anonim Sirketi | Mako Plant 2 | TRBR-P2 | Organize Sanayi Bölgesi Kirmizi Cadde 1.Sokak No.3, Nilüfer, Bursa, Türkiye, 16140 | \$0 | 1/7/2026 |
| 152 | SHANDONG FULU LOGISTICS CO., LTD. | Marelli Automotive Components (WUHU) Co Ltd | Shandong Fulu logistics Co., LTD | CNJH-3W1 | Room 270, Warehouse U3, Floor 1, A01, Proshijinyi International Logistics Park, Dongxiao Street, Jindong District, Jinhua City, Zhejiang Province, Jinhua, China, 321002 | \$0 | 1/7/2026 |
| 153 | Shanghai NLO Logistic Co., Ltd. | Marelli International Trading (Shanghai) Co., Ltd | NLO 2 Shanghai (non bonded warehouse, for domestic buy) | CNSH-3W2 | 1-15 ,No.1126 Logistics Ave. Pudong District, Shanghai, China, 201201 | \$0 | 1/7/2026 |
| 154 | Shanghai Waigaoqiao Free Trade Zone Xin Development Co., Ltd. | Marelli International Trading (Shanghai) Co., Ltd, Marelli (China) Co., Ltd, Marelli Automotive Components (WUHU) Co Ltd, Marelli R&D Co., Limited, Marelli China Holding Company, Marelli Engineering (Shanghai) Co., Limited | Jujin Shanghai Office | CNSH-O1 | JuJin Road, 685, Pudong, Shanghai, China, 200128 | \$0 | 1/7/2026 |
| 155 | Shimamura Corporation | Marelli Corporation, Marelli Holdings Co., Ltd. | New Saitama HQ | JPST-O2 | 2-19-4 Miyahara-cho, Kita-ku, Saitama, Japan, 331-0812 | \$0 | 1/7/2026 |
| 156 | Shimizu Warehouse | Marelli Yokohama K.K. | Shimizu Warehouse | JPSM-3W | 1836 Iwai, Iwata, Shizuoka, Japan, 438-0016 | \$0 | 1/7/2026 |
| 157 | Shinkai Kogyo | Marelli Yokohama K.K. | Shinkai Kogyo Shizuoka Warehouse | JPSZ-3W | 176-1, Nakase, Hamakita-ku, Shizuoka, Japan, 434-0012 | \$0 | 1/7/2026 |
| 158 | Siam Auto Parts | Marelli (Thailand) Co., Ltd | Bangplee Plant (SCAL) | THBP-P | 61/2 Moo 1 Bangna-Tard., Km21, Srisajarakea-yai Bangsaonthong, SamutPrakan, , Thailand, 10540 | \$0 | 1/7/2026 |
| 159 | SIT Logistic | Marelli Automotive Lighting Italy S.p.A. | SIT Log. Melfi Warehouse | ITMF-3W1 | Zona Industriale San Nicola di Melfi, Melfi, Italy, 85025 | \$0 | 1/7/2026 |
| 160 | SK HOUSING CORPORATION | Marelli Corporation | Hiroshima Office | JPHS-O1 | 7F Sankyo Hiroshima Bldg., 3-25 Komachi, Naka-ku, Hiroshima, Japan, 730-0041 | \$0 | 1/7/2026 |
| 161 | Suzuka Inter | Marelli Yokohama K.K. | Suzuka Inter Mie Warehouse | JPME-3W | 1506-3,Kaishita Kokubu-cho, Suzuka, Japan, 5130836 | \$0 | 1/7/2026 |
| 162 | Suzuyio | Marelli Corporation | Suzuyo Higashimatsuyama Warehouse | JPST-3W | 296-1, Shingou, Higashimatsuyama-shi, Saitama, Japan, 355-0071 | \$0 | 1/7/2026 |
| 163 | Tanger Automotive City TAC | MARELLI MOROCCO LLC SARL | Tanger Plant | MATG-P | Lot N°146/147/148, Zone Franche Tanger Automotive City, La Ville Nouvelle Cherafate, Jouamaa, Tangier, Fahs-Anjra Morocco, 90000 | \$0 | 1/7/2026 |
| 164 | TFY | Marelli Automotive Lighting France SAS | Cuy Warehouse | FRCY-3W | 4 rue de Bourgne, ZA du Parc, Cuy, France, 89140 | \$0 | 1/7/2026 |
| 165 | thyssenkrupp Supply Chain Services NA, Inc., | Marelli Toluca Mexico S. de R.L. de C.V. | Toledo 3P Warehouse | USTO-3W | 1212 E Alexis Rd., Toledo, USA, 43623 | \$0 | 1/7/2026 |
| 166 | TOFAŞ TURK OTOMOBIL FABRIKASI A.Ş. | Marelli Aftermarket Italy S.p.A. | Istanbul Office | TRIS-O | Esentepe Mah. Büyükdere Cad. No: 145 IC Kapi No: 14 Sisli (Tofas Han), Istanbul, Türkiye, 34394 | \$0 | 1/7/2026 |
| 167 | VIMADES S.R.L. | Magneti Marelli Argentina S.A., Magneti Marelli Conjuntos de Escape S.A., Magneti Marelli Repuestos S.A. | Buenos Aires Office | ARBA-O2 | Calle Manuela Sáenz, n°. 323, oficina 412, Piso 4, CABA, Buenos Aires, Argentina | \$0 | 1/7/2026 |
| 168 | WeWorks | Marelli Europe S.p.A. | Milan Mqmt. Office | ITML-O | via Meravigli 2, Milano, Italy, 20121 | \$415,112 | 1/7/2026 |
| 169 | WUHU YINHU INDUSTRIAL CO., LTD. | Marelli Automotive Components (Wuhu) Co Ltd, Marelli Automotive Lighting (Foshan) Co. Ltd | Wuhu Plant | CNWU-P1 | No. 5 Shangzha Road, Qiaobei Industrial Zone, Wuhu Economic & Technological Development Area, Wuhu, Anhui China, 241008 | \$0 | 1/7/2026 |
| 170 | WUHU YINHU INDUSTRIAL CO., LTD. | Marelli Automotive Components (WUHU) Co Ltd | Wuhu Plant 2 (SMT) | CNWU-P2 | Baoshun road and Yongfeng road crossing of Daqiao Town, Qiaobei Industrial Park, Jiujiang District, Wuhu, Anhui China, 241008 | \$0 | 1/7/2026 |
| 171 | Xinjin Industry Co.,LTD | Marelli Powertrain (Hefei) Co Ltd | Xinjin 2 Shanghai Warehouse | CNSH-3W5 | No.1378, xingxian road, jiating district, Shanghai, China, 200000 | \$0 | 1/7/2026 |

Marelli Holdings Co., Ltd.

Master Lease Assumption Schedule
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|------|---------------------------------------|--|----------------------------------|-----------|--|----------------------------|-----------------|
| 172 | Yichang Guangxun Logistics Co., LTD | Marelli Automotive Components (WUHU) Co Ltd | GaC Yichang Warehouse | CNYC-3W | 99 Xianfeng Road, Xiaoting District, Yichang, China, 443007 | \$0 | 1/7/2026 |
| 173 | Yizheng Saic Saike Logistics Co., LTD | Marelli Automotive Electronics (Guangzhou) Co. Ltd | Yizheng Saic Zhengzhou Warehouse | CNZZ-3W | No. 139 Longfei Nan Street Jiulong Town Zhongmou Xian, Zhengzhou, China, 0 | \$0 | 1/7/2026 |