

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)

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

I, Akira Nomoto, being duly sworn, state the following under penalty of perjury:

1. I am a partner of PwC Advisory LLC (“PwC LLC”).² I am authorized to make this fourth supplemental declaration (this “Fourth Supplemental Declaration”) on behalf of PwC LLC in support of the *Application of Debtors for Entry of an Order (I) Authorizing the Retention and Employment of PwC Advisory LLC Effective as of June 11, 2025 and (II) Granting Related Relief* [Docket No. 268] (the “Application”).

2. On June 11, 2025 (the “Petition Date”), each of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed a petition with this Court under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”). On July 11, 2025, the Debtors filed the Application to retain PwC LLC as advisor for the Debtors pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, rules 2014(a) and 2016(a) of the Federal

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 shall have the meaning as set forth in the Application or the Original Declaration (as defined herein), as applicable.



Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and rules 2014-1 and 2016-1 of the Local Rules for the United States Bankruptcy Court for the District of Delaware (the “Local Rules”).

3. My declaration in support of the Application (the “Original Declaration”) was attached to the Application as Exhibit B.

4. On August 5, 2025, the Debtors filed the *Supplemental Declaration of Akira Nomoto in Support of Application of Debtors for Entry of an Order (I) Authorizing the Retention and Employment of PwC Advisory LLC Effective as of June 11, 2025 and (II) Granting Related Relief* [Docket No. 476] (the “Supplemental Declaration”). On August 6, 2025, the Court entered the *Order (I) Authorizing the Retention and Employment of PwC Advisory LLC Effective as of June 11, 2025 and (II) Granting Related Relief* [Docket No. 486] (the “Retention Order”).

5. On November 13, 2025, the Debtors filed the *Second Supplemental Declaration of Akira Nomoto in Support of Application of Debtors for Entry of an Order (I) Authorizing the Retention and Employment of PwC Advisory LLC Effective as of June 11, 2025 and (II) Granting Related Relief* [Docket No. 1211] (the “Second Supplemental Declaration”).

6. On February 10, 2026, the Debtors filed the *Third Supplemental Declaration of Akira Nomoto in Support of Application of Debtors for Entry of an Order (I) Authorizing the Retention and Employment of PwC Advisory LLC Effective as of June 11, 2025 and (II) Granting Related Relief* [Docket No. 1652] (the “Third Supplemental Declaration”).

7. In connection with the Application, I submit this Fourth Supplemental Declaration on behalf of PwC LLC to provide additional disclosures as required under the Retention Order. Unless otherwise stated in this Fourth Supplemental Declaration, I have personal knowledge of the facts set forth herein.

Additional Disclosures

8. Paragraph 7 of the Retention Order states:

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

9. Paragraph 8 of the Retention Order states:

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

10. PwC LLC's Engagement Letter, as approved by the Retention Order, covered services rendered by PwC LLC through September 30, 2025. Since filing the Application, the Debtors and PwC LLC entered into an addendum to the Engagement Letter dated October 24, 2025, attached as Exhibit A to the Second Supplemental Declaration (the "First Addendum") to extend the time for which PwC LLC will provide services to Debtor Marelli Holdings Co., Ltd. through January 31, 2026.

11. Pursuant to the First Addendum, PwC LLC agreed to a reduced Monthly Fixed Fee and, accordingly, will incur a Monthly Fixed Fee of JPY 12,500,000 for the Professional Services rendered in October 2025 through January 2026. Additionally, the First Addendum extended the period in which PwC LLC may be paid a Milestone Fee after PwC LLC's termination from six (6) months to twelve (12) months.

12. Since filing the Second Supplemental Declaration, the Debtors and PwC LLC entered into an addendum to the Engagement Letter dated January 31, 2026, attached as Exhibit A to the Third Supplemental Declaration (the “Second Addendum”) to: (a) extend the time for which PwC LLC will provide the services listed in the Application to Debtor Marelli Holdings Co., Ltd. through June 30, 2026; (b) include additional services as set forth therein; and (c) shorten the due date for payment of invoices.

13. Since filing the Third Supplemental Declaration, the Debtors and PwC LLC entered into an addendum to the Engagement Letter dated April 10, 2026, attached hereto as Exhibit A (the “Third Addendum”) to include additional services as set forth below.

14. Pursuant to the Third Addendum, in addition to the services listed in the Application and Second Addendum, PwC LLC will liaise with certain parties to coordinate and communicate on the business segment due diligence report prepared by PwC LLC. Additionally, PwC LLC will respond to questions and requests in connection with ongoing business negotiations. A detailed overview of the additional services is provided in Article 1 of the Third Addendum. PwC LLC will incur a fixed fee of JPY 5,000,000, to be invoiced at the end of May 2026 for such services (the “Third Addendum Fees”).

15. I understand that, pursuant to section 330(a)(3)(F) of the Bankruptcy Code, PwC LLC must explain the basis for the requested increases to its fees during these chapter 11 cases. The Third Addendum provides for additional services to be provided. As such, the Third Addendum Fees will reasonably compensate PwC LLC for such services. PwC LLC believes that the Third Addendum Fees are consistent with, and typical of, compensation arrangements charged by professional services firms of similar caliber and experience for engagements of similar size and complexity, both in and out of bankruptcy. PwC LLC further believes that the

Third Addendum Fees are market-based and reasonable considering PwC LLC's knowledge and experience, and the Debtors have agreed to pay the Third Addendum Fees.

16. Since filing the Third Supplemental Declaration, the Debtors have provided PwC LLC with a list of additional parties in interest (attached hereto as **Schedule 1**). PwC LLC has continued to search its electronic database of representations for connections to parties in interest in these chapter 11 cases using the same method as outlined in the Original Declaration, Supplemental Declaration, Second Supplemental Declaration, and Third Supplemental Declaration. A list of additional current relationships that PwC LLC has identified is attached as **Schedule 2**, to supplement the **Schedule 2** previously attached to the Original Declaration, Supplemental Declaration, Second Supplemental Declaration, and Third Supplemental Declaration.

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

- a. One or more of the PwC Japan Entities provide services in matters unrelated to the chapter 11 cases to certain of the Debtors' creditors and other Potential Parties in Interest or their affiliates listed on **Schedule 2**.
- b. As part of its diverse practice, the PwC Japan Entities appear in numerous cases, proceedings, and transactions that involve many different professionals, including attorneys, accountants, and financial consultants who may represent the Debtors, creditors, and/or Potential Parties in Interest in these chapter 11 cases.
- c. One or more of the PwC Japan Entities have in the past performed, and may in the future perform, in matters unrelated to these chapter 11 cases, assurance, tax, consulting, and/or financial advisory services for other professionals, including attorneys, accountants, and financial consultants who may represent the Debtors, creditors, and Potential Parties in Interest in these chapter 11 cases.
- d. One or more of the PwC Japan Entities may in the past, may currently, or may in the future be represented, in matters unrelated to these chapter 11 cases, by various attorneys, and law firms, some of whom may be involved in these chapter 11 cases.

- e. One or more of the PwC Japan Entities may perform services for clients that relate to the Debtors merely because such clients may be creditors or counterparties to transactions with the Debtors and whose assets and liabilities may thus be affected by the Debtors' status. The disclosures set forth herein do not include specific identification of such services.
- f. Certain Potential Parties in Interest may be adverse to and/or involved in litigation matters with one or more of the PwC Japan Entities in connection with matters unrelated to these chapter 11 cases.

18. I do not believe that the ordinary course relationships identified herein impair PwC LLC's ability to objectively perform the contracted-for professional services during these chapter 11 cases, consistent with the professional standards applicable to such services. Further, I do not believe these representations preclude PwC LLC from meeting the disinterestedness standard under the Bankruptcy Code.

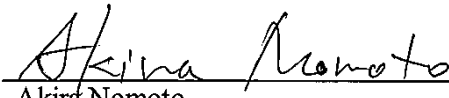
PwC LLC's Disinterestedness

19. Based on the conflicts searches conducted to date and described herein, to the best of my knowledge and insofar as I have been able to ascertain, (a) PwC LLC is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and does not hold or represent an interest adverse to the Debtors' estates and (b) PwC LLC has no connection to the Debtors, their creditors, or other parties in interest, except as may be disclosed herein or in the Original Declaration, Supplemental Declaration, Second Supplemental Declaration or Third Supplemental Declaration.

20. PwC LLC will continue to review its files periodically during the pendency of these chapter 11 cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, PwC LLC will use reasonable efforts to identify such further developments and will promptly file an additional supplemental declaration, as required by Bankruptcy Rule 2014(a).

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

Dated: May 5, 2026



Akira Nomoto
Partner
PwC Advisory LLC

Exhibit A

Addendum to the Advisory Services Agreement

This Addendum to the Advisory Services Agreement dated December 23, 2024, the Addendum to the Advisory Services Agreement dated January 10, 2025, the Addendum to the Advisory Service Agreement dated January 21, 2025, the Addendum to the Advisory Service Agreement dated January 27, 2025, the Addendum to the Advisory Service Agreement dated April 16, 2025, the Addendum to the Advisory Service Agreement dated July 11, 2025, the Addendum to the Advisory Service Agreement dated October 24, 2025 and the Addendum to the Advisory Service Agreement dated February 9, 2026 (collectively, the "Agreement") is entered into by and between Marelli Holdings Co., Ltd. (the "Client") and PwC Advisory LLC ("PwC"). The parties agree as follows:

Article 1 (Change in the Scope of Services)

The following services in connection with the business segment diligence process shall be added to the Scope of Advisory Services set out in Provision 2.1 of the Agreement:

- (i) Liaise with Strategic Value Partners, LLC ("SVP") and Ernst & Young LLP ("EY") to coordinate and communicate on the business segment due diligence report prepared by PwC. This scope includes preparing any necessary updates and revisions to the report based on feedback and additional information received from SVP and EY. Additionally, PwC will respond to questions and requests raised by Nissan Motor Co., Ltd. ("Nissan"), in connection with ongoing business negotiations. All work under the scope set out in this Provision 2.1 (i) is expected to be completed by the end of April 2026.

Article 2 (Change in the Fees)

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

- (j) *Fixed Fee for the Advisory Services set out in Provision 2.1 (i) of the Agreement*
The Client agrees to pay PwC a fixed fee for the advisory services outlined in Provision 2.1 (i) of the Agreement. The fee is set at JPY 5,000,000, to be invoiced in the end of May 2026.

Article 3 (Surviving Articles)

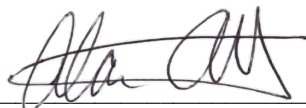
Other articles in the Agreement not affected by this Addendum shall remain in full force and effect.

Article 4 (Effective Date)

This Addendum shall be effective from April 10, 2026, regardless of the date it was executed, subject to and conditioned upon approval by the United States Bankruptcy Court.

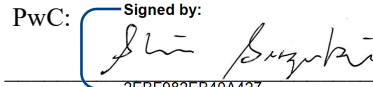
IN WITNESS WHEREOF, the parties hereto execute this Addendum by affixing their respective signatures and/or seals, manually or electronically, and each party retains the hard copy or the electronic record thereof.

Client:



Alanna Abrahamson

PwC: Signed by:



Shinsuke Suzuki

Executive Vice President & Chief Financial Officer
Marelli Holdings Co., Ltd.
2-19-4 Miyaharacho, Kita-ku, Saitama-city,
Saitama 331-0812, Japan

Date: 28/04/2026

Chief Executive Officer
PwC Advisory LLC
Otemachi Park Building
1-1-1 Otemachi, Chiyoda-ku
Tokyo 100-0004, Japan

Date: 30/04/2026

Schedule 1

SCHEDULE 1

List of Schedules

<u>Schedule</u>	<u>Category</u>
1(a)	CORE 2002 Parties
1(b)	Debtors
1(c)	Restructuring Professionals
1(d)	Taxing Authority-Governmental-Regulatory Agencies
1(e)	Vendors

SCHEDULE 1(a)

CORE 2002 Parties

Alabama, State of, Attorney General	Nebraska, State of, Attorney General
Alaska, State of, Attorney General	Nevada, State of, Attorney General
Arizona, State of, Attorney General	New Hampshire, State of, Attorney General
Arkansas, State of, Attorney General	New Jersey, State of, Attorney General
Brown Borkowski & Morrow	New Mexico, State of, Attorney General
California, State of, Attorney General	New York, State of, Attorney General
Colorado, State of, Attorney General	North Carolina, State of, Attorney General
Columbia, District of, Attorney General	North Dakota, State of, Attorney General
Connecticut, State of, Attorney General	Ohio, State of, Attorney General
Delaware, State of, Attorney General	Oklahoma, State of, Attorney General
Delaware, State of, Department of Justice	Oregon, State of, Attorney General
Delaware, State of, Secretary of State	Pennsylvania, Commonwealth of, Attorney General
Delaware, State of, State Treasury	Puerto Rico, Territory of, Attorney General
Delaware, State of, US Attorney	Rhode Island, State of, Attorney General
Delaware, State of, US Trustee	South Carolina, State of, Attorney General
Florida, State of, Attorney General	South Dakota, State of, Attorney General
Fox Rothschild LLP	Tennessee, State of, Attorney General
Georgia, State of, Attorney General	Tennessee, State of, Department of Revenue
Gibbons PC	Texas, State of, Attorney General
Guam, Government of, Attorney General	United States, Government of, Internal Revenue Service
Hawaii, State of, Attorney General	United States, Government of, Securities & Exchange Commission
Idaho, State of, Attorney General	Utah, State of, Attorney General
Illinois, State of, Attorney General	Vermont, State of, Attorney General
Indiana, State of, Attorney General	Virgin Islands, Territory of, Attorney General
Iowa, State of, Attorney General	Virginia, State of, Attorney General
Kansas, State of, Attorney General	Washington, State of, Attorney General
Kentucky, Commonwealth of, Attorney General	West Virginia, State of, Attorney General
Lori Lapin Jones PLLC	Wisconsin, State of, Attorney General
Louisiana, State of, Attorney General	Wyoming, State of, Attorney General
Maine, State of, Attorney General	
Maryland, State of, Attorney General	
Massachusetts, Commonwealth of, Attorney General	
Mayer Brown	
Michigan, State of, Attorney General	
Minnesota, State of, Attorney General	
Mississippi, State of, Attorney General	
Missouri, State of, Attorney General	
Montana, State of, Attorney General	

SCHEDULE 1(b)

Debtors

Marelli Iwashiro Co. Ltd.

SCHEDULE 1(c)

Restructuring Professionals

Verita Global LLC

SCHEDULE 1(d)

Taxing Authority-Governmental-Regulatory Agencies

Brazil, Government of, Estate Revenue
Office
Brazil, Government of, Federal Revenue
Office
Hiroshima Prefecture
HM Revenue & Customs
Morocco, Government of, Ministry of The
Economy & Finance
New Delhi, City of (India) Central Board of
Excise & Customs
Nihonmatsu, City of (Japan)
Phaya Thai, City of (Thailand), Revenue
Department
Ploiesti, City of (Romania), Customs Office
Slovakia, Government of, Tax Office For
Selected Taxpayers
Usa, City of (Japan)

SCHEDULE 1(e)

Vendors

CNC Logistics S de RL de CV
Daeha Enterprise
Formin AS
Grānges Aluminum (Shanghai) Co. Ltd.
GSP Automotive Group Wenzhou Co. Ltd.
Gureak Lanean SA
Integrated Microelectronics Bulgaria
Kaplam OtomotāV Plas.San.Ve TāC.A.Āž
Lek Sun Manufacturing SDN Bhd
Lcj Invest, Uzavā Enā Investiā□Nā- Fon
Leoni Wiring Systems UK Ltd.
Marel Industria E Comercio Do Brasil
Rosenberger Hochfrequenztechnik GmbH &
Co. KG
Vema GmbH & Co. KG

Schedule 2

Schedule 2

Relationship with Potential Parties in Interest¹

Aichi Prefecture
Asian Stanley International Co. Ltd.
Dorsey & Whitney LLP
Hiroshima Prefecture
JP Morgan Securities Japan Co. Ltd.

[Confidential]
Saitama Prefecture
Shizuoka Prefecture
Tochigi Prefecture

¹ The bolded entities were previously listed in the Schedule 1 attached to the Original Declaration [Docket No. 268], the Second Supplemental Declaration [Docket No. 1211], or the Third Supplemental Declaration [Docket No. 1652]. PwC LLC has since identified relationships as set forth in the Fourth Supplemental Declaration with such entities that were not previously disclosed.