IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	Chapter 11
MARELLI AUTOMOTIVE LIGHTING USA LLC[1] Debtors.	Case No. 25-11034 (CTG) (Jointly Administered) Objection Deadline: September 1, 2026 at 4:00 p.m. (ET) Hearing Date: TBD (Ref. Nos. 2510, 2511, 2512 & 2513)

RESERVATION OF RIGHTS OF CUSTOMER BMW MANUFACTURING CO., LLC AS TO DEBTORS' DISCLOSURE STATEMENT FOR THE JOINT PLAN OF REORGANIZATION OF MARELLI AUTOMOTIVE LIGHTING USA LLC AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE

BMW Manufacturing Co., LLC, for itself and its subsidiaries and affiliates ("BMW") by its undersigned counsel files this Reservation of Rights (the "Reservation of Rights") in connection with the above-captioned debtors' (the "Debtors") proposed *Disclosure Statement For The Joint Plan Of Reorganization Of Marelli Automotive Lighting USA LLC And Its Debtor Affiliates Pursuant To Chapter 11 Of The Bankruptcy Code* (Docket No. 2511) (the "Disclosure Statement") and *Debtors Motion for Entry of an Order Approving (I) the Adequacy of the Disclosure Statement, (II) the Solicitation and Voting Procedures, (III) the Form of Ballot and Notices in Connection Therewith, and (IV) Certain Dates with Respect Thereto* (Docket No. 2512) (the "Motion to Approve Disclosure Statement").

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

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BACKGROUND

1. On June 11, 2026, each of the Debtors filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code").

2. Upon information and belief, the Debtors are operating their businesses and managing their properties as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

3. BMW, on the one hand, and the Debtors, on the other, are parties to various purchase agreements, development agreements, supply contracts, award letters, nominations, international purchasing conditions, release requests, purchase orders and related agreements and contracts issued by BMW to one or more of the Debtors and accepted by one or more of the Debtors (together with any replacement, substitute and other agreements or documents referenced or incorporated by reference therein, the "BMW Executory Contracts").

4. On August 3, 2026, the Debtors filed the Disclosure Statement and Motion to Approve Disclosure Statement. Also, on August 3, 2026, the Debtors filed the *Joint Plan of Reorganization of Marelli Automotive Lighting USA LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (Docket No. 2510) (the "Plan").

5. BMW is one of the proposed parties to an OEM Accommodation Agreement, as defined in the Disclosure Statement.

6. As of this filing, BMW has not reached an agreement on the terms of an OEM Accommodation Agreement with the Debtors. Additionally, the Debtors have neither assumed nor rejected any of the BMW Executory Contracts.

7. BMW is under no obligation to reach any such OEM Accommodation Agreement with the Debtors.

RESERVATION OF RIGHTS

8. BMW expressly reserves all of its rights under the BMW Executory Contracts, post-petition contracts with one or more of the Debtors, and with respect to the Disclosure Statement and Plan, including, without limitation, the right to (a) only enter into an OEM Accommodation Agreement that is acceptable to BMW in its sole and absolute discretion; (b) supplement or amend this Reservation of Rights and to assert any additional issues with respect to the Disclosure Statement and any proposed assumption and assignment of the Executory Contracts on any and all grounds; (c) assert any and all additional issues in connection with any proposed cure amount for the BMW Executory Contracts, and amend or supplement any objections thereto; (d) assert any nonmonetary defaults under the BMW Executory Contracts; (e) assert any rights for indemnification or contribution or setoff against the Debtors arising under the BMW Executory Contracts; (f) assert any additional objections to the assumption and assignment of the BMW Executory Contracts; (g) assert any objections to the Plan; (h) assert any additional objections including, but not limited to, those under 11 USC § 1129, 11 USC § 365 and other applicable provisions of the Bankruptcy Code.

Respectfully submitted,

Dated: September 1, 2026

MORGAN, LEWIS & BOCKIUS LLP

By: */s/ Jody C. Barillare*

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Counsel for BMW Manufacturing Co., LLC

CERTIFICATE OF SERVICE

I certify that on this 1st day of September 2026, a true and correct copy of the foregoing Reservation of Rights was sent via ECF Noticing to all parties receiving ECF Notices in this chapter 11 case.

/s/ Jody C. Barillare
Jody C. Barillare, Esq.

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