Docket #3027 Date Filed: 11/16/2026

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
MARELLI AUTOMOTIVE LIGHTING USA LLC, *et al.*,[1]	)	Case No. 25-11034 (CTG)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket No. 2851**

NOTICE OF FILING OF PLAN SUPPLEMENT

PLEASE TAKE NOTICE THAT on October 20, 2026, the United States Bankruptcy Court for the District of Delaware (the "Court") entered an order [Docket No. 2870] (the "Disclosure Statement Order") (a) authorizing Marelli Automotive Lighting USA LLC and its affiliated debtors and debtors in possession (collectively, the "Debtors") to solicit acceptances for the *Amended Joint Plan of Reorganization of Marelli Automotive Lighting USA LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 2851] (as modified, amended, or supplemented from time to time, the "Plan");[2] (b) approving the *Disclosure Statement for the Amended Joint Plan of Reorganization of Marelli Automotive Lighting USA LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 2852] (as modified, amended, or supplemented from time to time, the "Disclosure Statement") as containing "adequate information" pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages (the "Solicitation Packages"); and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

PLEASE TAKE FURTHER NOTICE THAT as contemplated by the Plan and the Disclosure Statement Order, the Debtors hereby file the Plan Supplement with the Court. The Plan Supplement contains the following documents each as defined in the Plan: (a) the New Stockholders' Agreement; (b) the Exit Facility Documents; (c) the Schedule of Rejected Executory Contracts and Unexpired Leases; (d) the Schedule of Retained Causes of Action List; (e) the New Organizational Documents; (f) the OEM Accommodation Agreements; (g) the Restructuring Transactions Memorandum; (h) the identities of the members of the New Board, as applicable, and the officers of the Reorganized Debtors, if any, including information required to be disclosed in accordance with section 1129(a)(5) of the Bankruptcy Code, to the

[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 not otherwise defined herein shall have the same meanings ascribed to them in the Plan, Disclosure Statement, or Disclosure Statement Order, as applicable.

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extent known; and (i) any and all other documentation necessary to effectuate the Restructuring Transactions or that is contemplated under the Plan.

PLEASE TAKE FURTHER NOTICE that these documents remain subject to continuing negotiations in accordance with the terms of the Plan and the Restructuring Support Agreement and the final versions may contain material differences from the versions filed herewith. For the avoidance of doubt, the parties to the Restructuring Support Agreement have not consented to such documents as being in final form and reserve all rights in that regard. Such parties reserve all of their respective rights with respect to such documents and to amend, modify, or supplement the Plan Supplement and any of the documents contained therein through the Effective Date in accordance with the terms of the Plan and the Restructuring Support Agreement. To the extent material amendments or modifications are made to any of these documents, the Debtors will file a redline version with the Court prior to the hearing to consider confirmation of the Plan.

PLEASE TAKE FURTHER NOTICE that the Plan Supplement is integral to, part of, and incorporated by reference into the Plan. Please note, however, these documents have not yet been approved by the Court. If the Plan is confirmed, the documents contained in the Plan Supplement (including any amendments, modifications, or supplements thereto) will be approved by the Court pursuant to the order confirming the Plan.

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Court will consider Confirmation of the Plan will commence on **December 8, 2026 at 10:00 a.m., (prevailing Eastern Time)**, or as soon thereafter as counsel may be heard (the "Confirmation Hearing") before the Honorable Craig T. Goldblatt, United States Bankruptcy Judge, 824 North Market Street, Fifth Floor, Wilmington, DE 19801.

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the Plan is **November 23, 2026 at 4:00 p.m. (prevailing Eastern Time)** (the "Plan Objection Deadline"). Any objection to the Plan must: (a) be in writing; (b) conform to the Bankruptcy Rules, the Local Rules, and any orders of the Court; (c) state, with particularity, the legal and factual basis for and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and (d) be filed with the Court (contemporaneously

with a proof of service) and served upon the following parties so as to be **actually received** on or before the Plan Objection Deadline:

<table>
<tr><th colspan="2">Co-Counsel to the Debtors</th></tr>
<tr><td>Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 10022
Attn: Joshua A. Sussberg, Nicholas M. Adzima, and Evan Swager

-and-

333 West Wolf Point Plaza
Chicago, Illinois 60654
Attn: Ross M. Kwasteniet and Spencer A. Winters</td><td>Pachulski Stang Ziehl & Jones LLP
919 North Market Street, 17th Floor
P.O. Box 8705
Wilmington, Delaware 19899 (Courier 19801)
Attn: Laura Davis Jones, Timothy P. Cairns, and Edward A. Corma</td></tr>
<tr><th colspan="2">Co-Counsel to the Ad Hoc Group of Senior Lenders</th></tr>
<tr><td>Akin Gump Strauss Hauer & Feld LLP
2001 K Street NW, Washington, D.C., 20006
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One Bryant Park
New York, New York 10036
Attn: Ira S. Dizengoff and Anna Kordas</td><td>Cole Schotz P.C.
500 Delaware Avenue, Suite 600,
Wilmington, Delaware 19801
Attn: Justin R. Alberto and Stacy L. Newman</td></tr>
<tr><th colspan="2">United States Trustee</th></tr>
<tr><td colspan="2">Office of the United States Trustee for the District of Delaware
844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801
Attn: Jane Leamy</td></tr>
</table>

<table>
<tr><th>Counsel to Mizuho Bank, Ltd, in all capacities other than as Administrative Agent and Prepetition Emergency Loan Agent</th><th>Counsel to Mizuho Bank, Ltd., in its capacity as the Administrative Agent and Prepetition Emergency Loan Agent</th></tr>
<tr><td>Davis Polk & Wardwell LLP
450 Lexington Avenue
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Attn: Timothy Graulich, Richard J. Steinberg, and Kevin L. Winiarski</td><td>Young Conaway Stargatt & Taylor, LLP
1000 North King Street
Wilmington, Delaware 19801
Attn: Robert S. Brady and Andrew L. Magaziner</td></tr>
<tr><th colspan="2">Counsel to the DIP Agent</th></tr>
<tr><td colspan="2">Mayer Brown LLP
1221 Avenue of the Americas
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Attn: Jason Elder</td></tr>
<tr><th colspan="2">Co-Counsel to the Committee</th></tr>
<tr><td>Paul Hastings LLP
200 Park Avenue
New York, New York 10166
Attn: Kristopher M. Hansen, Gabriel E. Sasson, and Daniel Ginsberg</td><td>Morris James LLP
3205 Avenue North Blvd., Suite 100,
Wilmington, Delaware 19803
Attn: Eric J. Monzo and Jason S. Levin</td></tr>
<tr><th colspan="2">Counsel to the Sponsors</th></tr>
<tr><td colspan="2">Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, New York 10019-6064
Attn: Brian S. Hermann and Jacob A. Adlerstein</td></tr>
</table>

PLEASE TAKE FURTHER NOTICE THAT if you would like to **obtain a copy of the Disclosure Statement, the Plan, or related documents at no additional cost**, you should contact Kurtzman Carson Consultants LLC dba Verita Global, the Debtors' claims, noticing and solicitation agent in the chapter 11 cases (the "Claims, Noticing, and Solicitation Agent"), by: (a) calling 877-606-7509 (USA or Canada) or +1 310-751-2626 (International) and asking for a member of the Solicitation Team; (b) submitting an inquiry to www.veritaglobal.net/Marelli/inquiry; or (c) writing to Marelli Ballot Processing Center c/o KCC dba Verita, 100 N. Pacific Coast Highway, Suite 100, El Segundo, CA 90245. You may also obtain copies of any pleadings filed with the Court for free by visiting the Debtors' restructuring website, www.veritaglobal.net/Marelli, or the Court's website at https://www.deb.uscourts.gov/ in accordance with the procedures and fees set forth therein.

ARTICLE VIII OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND ARTICLE VIII.F CONTAINS A THIRD-PARTY RELEASE. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, CONTACT THE CLAIMS, NOTICING, AND SOLICITATION AGENT.

[*Remainder of page intentionally left blank*]

Dated: November 16, 2026
Wilmington, Delaware

/s/ Laura Davis Jones

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IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE,

PLEASE CALL 877-606-7509 (USA OR CANADA) OR +1 310-751-2626 (INTERNATIONAL),

OR SUBMIT AN INQUIRY VIA WWW.VERITAGLOBAL.NET/MARELLI/INQUIRY.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
MARELLI AUTOMOTIVE LIGHTING USA LLC, *et al.*,[1]	)	Case No. 25-11034 (CTG)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket No. 2851**

PLAN SUPPLEMENT FOR THE DEBTORS' AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION[2]

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[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 meanings ascribed to such terms in the Plan.

Exhibit A

New Stockholders Agreement

[*To Be Filed*]

Exhibit B

Exit Facility Documents

[*To Be Filed*]

Exhibit C

Schedule of Rejected Executory Contracts and Unexpired Leases[1]

Pursuant to Article V.A of the Plan, except as otherwise provided in the Plan or otherwise agreed to by the Debtors and the counterparty to an Executory Contract or Unexpired Lease, all Executory Contracts or Unexpired Leases not previously assumed, assumed and assigned, or rejected in the Chapter 11 Cases shall be deemed assumed by the Reorganized Debtors, effective as of the Effective Date, in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, other than: (1) those that are identified on the Schedule of Rejected Executory Contracts and Unexpired Leases; (2) those that have been previously rejected by a Final Order; or (3) those that are the subject of a motion to reject Executory Contracts or Unexpired Leases that is pending on the Confirmation Date or which the requested effective date of such rejection is after the Effective Date.

Certain documents, or portions thereof, contained or to be contained in this **Exhibit C** and the Plan Supplement remain subject to continued review and comment by the Debtors, the Required Plan Sponsors, and other interested parties in accordance with the consent rights set forth in the Plan and the Restructuring Support Agreement. The respective rights of the Debtors, the Required Plan Sponsors, and such other interested parties are expressly reserved, subject to the terms and conditions set forth in the Plan and the Restructuring Support Agreement, to alter, amend, modify, or supplement the Plan Supplement and any of the documents contained therein in accordance with the terms of the Plan, or by order of the Bankruptcy Court; *provided* that if any document in this Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the Confirmation Hearing, the Debtors will file a redline of such document with the Bankruptcy Court.

[1] The inclusion of a contract on this list does not constitute an admission as to the executory or non-executory nature of the contract, or as to the existence or validity of any claims held by the counterparty or counterparties to such contract. The Debtors reserve all rights with respect to assumption, assumption and assignment, or rejection of any contract included on this list.

Schedule A

Schedule of Rejected Executory Contracts and Unexpired Leases

[*To Be Filed*]

Exhibit D

Schedule of Retained Causes of Action List

Certain documents, or portions thereof, contained or to be contained in this **Exhibit D** and the Plan Supplement remain subject to continued review and comment by the Debtors, the Required Plan Sponsors, and other interested parties in accordance with the consent rights set forth in the Plan and the Restructuring Support Agreement. The respective rights of the Debtors, the Required Plan Sponsors, and such other interested parties are expressly reserved, subject to the terms and conditions set forth in the Plan and the Restructuring Support Agreement, to alter, amend, modify, or supplement the Plan Supplement and any of the documents contained therein in accordance with the terms of the Plan, or by order of the Bankruptcy Court; *provided* that if any document in this Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the Confirmation Hearing, the Debtors will file a redline of such document with the Bankruptcy Court.

Article IV.P of the Plan provides as follows:

> Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled under this Plan or a Final Order, in accordance with section 1123(b) of the Bankruptcy Code, the Debtors or Reorganized Debtors, as applicable shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action (including all Avoidance Actions), whether arising before or after the Petition Date, including any actions specifically enumerated in the Plan Supplement, and such rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date. **No Entity may rely on the absence of a specific reference in this Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Debtors or the Reorganized Debtors will not pursue any and all available Causes of Action against it. The Debtors or the Reorganized Debtors, as applicable, expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in this Plan.** Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled under this Plan or pursuant to a Bankruptcy Court order, the Debtors or Reorganized Debtors, as applicable, expressly reserve all Causes of Action for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or Consummation. In accordance with section 1123(b)(3) of the Bankruptcy Code, except as otherwise provided herein, any Causes of Action that a Debtor may hold against any Entity shall vest in the Reorganized Debtors. The applicable Reorganized Debtor, through its authorized agents or representatives, shall retain and may exclusively enforce any and all such Causes of Action. The Reorganized Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action,

and to decline to do any of the foregoing without the consent or approval of any third party or further notice to, or action, order, or approval of the Bankruptcy Court.

Notwithstanding and without limiting the generality of Article IV.P of the Plan, the Debtors expressly reserve all Causes of Action that are not expressly released under the Plan (including pursuant to Article VIII thereof), including the following types of Causes of Action; *provided* that no claim or Cause of Action against any Released Party shall be so reserved or retained unless it is specifically included in this Schedule of Retained Causes of Action List, and any such claims or Causes of Action against any Released Party not specifically included in this Schedule of Retained Causes of Action List shall be deemed released and waived by the Debtors and the Reorganized Debtors as of the Effective Date pursuant to Article VIII of the Plan and any related provisions of the Confirmation Order:

I. Claims Related to Insurance Policies.

Unless otherwise released by the Plan, the Debtors and the Reorganized Debtors, as applicable, expressly reserve all Causes of Action based in whole or in part upon any and all insurance contracts and insurance policies to which any Debtor or Reorganized Debtor is a party or pursuant to which any Debtor or Reorganized Debtor has any rights whatsoever, regardless of whether such contract or policy is specifically identified in the Plan, this Plan Supplement, or any amendments thereto, including, without limitation, Causes of Action against insurance carriers, reinsurance carriers, insurance brokers, underwriters, occurrence carriers, or surety bond issuers relating to coverage, indemnity, contribution, reimbursement, or any other matters. Without limiting the generality of the foregoing, the Debtors and the Reorganized Debtors, as applicable, expressly reserve all Causes of Action against the Entities identified in **Schedule B(i)** attached hereto.

II. Claims Related to Taxes, Fees, and Tax or Fee Refunds or Credits.

Unless otherwise released under the Plan, the Debtors and the Reorganized Debtors, as applicable, expressly reserve all claims and Causes of Action against or related to all entities that owe or that may in the future owe money related to tax or fee refunds, credits, overpayments, recoupments, offsets, or other claims that may be due and owing to the Debtors or the Reorganized Debtors, as applicable. Furthermore, the Debtors and the Reorganized Debtors, as applicable, expressly reserve all Causes of Action against or related to all entities who assert or may assert that the Debtors owe tax obligations to them.

III. Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation.

Unless otherwise released by the Plan, the Debtors and the Reorganized Debtors, as applicable, expressly reserve all Causes of Action against or related to all Entities that are party to or that may in the future become party to litigation, arbitration, or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal or judicial or non-judicial, regardless of whether such Entity is specifically identified in the Plan, this Plan Supplement, or any amendments thereto. Without limiting the generality of the foregoing, the

Debtors and the Reorganized Debtors, as applicable, expressly reserve all Causes of Action against the Entities identified in **Schedule B(ii)** attached hereto.

IV. Claims Related to Contracts, Leases, Accounts Receivable, and Accounts Payable.

Unless otherwise released by the Plan, the Debtors and the Reorganized Debtors, as applicable, expressly reserve all Causes of Action against or related to all Entities that owe or that may in the future owe money to the Debtors or Reorganized Debtors, regardless of whether such Entity is expressly identified in the Plan, this Plan Supplement, or any amendments thereto. Furthermore, the Debtors and the Reorganized Debtors, as applicable, expressly reserve all Causes of Action against or related to all Entities who assert or may assert that the Debtors or Reorganized Debtors, as applicable, owe money to them. The Debtors or Reorganized Debtors, as applicable, also expressly reserve Causes of Action based in whole or in part upon any and all contracts, leases, joint operating agreements, and similar instruments, to which any of the Debtors or Reorganized Debtors is a party or pursuant to which any of the Debtors or Reorganized Debtors has any rights whatsoever (regardless of whether such contract or lease is specifically identified in the Plan, this Plan Supplement, or any amendments thereto), including without limitation all contracts and leases that are assumed pursuant to the Plan or were previously assumed by the Debtors. Such Causes of Actions mentioned herein shall be reserved regardless of whether such Person or Entity is expressly identified in the Plan, this Plan Supplement, or any amendments thereto. The claims and Causes of Action reserved include Causes of Action against vendors, customers, suppliers of goods and services, or any other parties: (a) for overpayments, back charges, duplicate payments, improper holdbacks, deductions owing or improper deductions taken, deposits, warranties, guarantees, indemnities, recoupment, or setoff; (b) for wrongful or improper termination, suspension of services or supply of goods, or failure to meet other contractual or regulatory obligations; (c) for failure to fully perform or to condition performance on additional requirements under contracts with any one or more of the Debtors before the assumption or rejection, if applicable, of such contracts; (d) for payments, deposits, holdbacks, reserves, or other amounts owed by any creditor, utility, supplier, vendor, insurer, surety, factor, lender, bondholder, lessor, or other party; (e) for any liens, including mechanics', artisans', materialmens', possessory, or statutory liens held by any one or more of the Debtors; (f) arising out of environmental or contaminant exposure matters against landlords, lessors, environmental consultants, environmental agencies, or suppliers of environmental services or goods; (g) for counter-claims and defenses related to any contractual obligations; (h) for any turnover actions arising under section 542 or 543 of the Bankruptcy Code; or (i) for unfair competition, interference with contract, or potential business advantage, breach of contract, infringement of intellectual property, or any business tort claims. Without limiting the generality of the foregoing, the Debtors and the Reorganized Debtors, as applicable, expressly reserve all Causes of Action against the Entities identified in **Schedule B(iii)** attached hereto.

V. Claims Related to Deposits, Adequate Assurance, and Other Collateral Postings.

Unless otherwise released by the Plan, the Debtors and the Reorganized Debtors, as applicable, expressly reserve all Causes of Action based in whole or in part upon any and all postings of a security deposit, adequate assurance payment, or any other type of deposit, prepayment, or collateral, regardless of whether such posting of security deposit, adequate

assurance payment, or any other type of deposit, prepayment or collateral is specifically identified herein.[1]

VI. Claims Related to Liens.

Unless otherwise released by the Plan, the Debtors and the Reorganized Debtors, as applicable, expressly reserve all Causes of Action based in whole or in part upon any and all liens regardless of whether such lien is specifically identified herein.

[1] For the avoidance of doubt, the Debtors reserve all rights with respect to any deposit provided in accordance with the *Final Order (I) Approving the Debtors' Proposed Adequate Assurance of Payment for Future Utility Services, (II) Prohibiting Utility Providers from Altering, Refusing, or Discontinuing Services, (III) Approving the Debtors' Proposed Procedures for Resolving Adequate Assurance Requests, and (IV) Granting Related Relief* [Docket No. 280] or otherwise provided as "adequate assurance of payment" (as that term is used by Section 366 of the Bankruptcy Code).

Schedule B(i)

Claims Related to Insurance Policies

[*To Be Filed*]

Schedule B(ii)

Claims Related to Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

[*To Be Filed*]

Schedule B(iii)

Claims Related to Contracts, Leases, Accounts Receivable, and Accounts Payable

[*To Be Filed*]

Exhibit E

New Organizational Documents

[*To Be Filed*]

Exhibit F

OEM Accommodation Agreements

[*To Be Filed*]

Exhibit G

Restructuring Transactions Memorandum

Certain documents, or portions thereof, contained or to be contained in this **Exhibit G** and the Plan Supplement remain subject to continued review and comment by the Debtors, the Required Plan Sponsors, and other interested parties in accordance with the consent rights set forth in the Plan and the Restructuring Support Agreement. The respective rights of the Debtors, the Required Plan Sponsors, and such other interested parties are expressly reserved, subject to the terms and conditions set forth in the Plan and the Restructuring Support Agreement, to alter, amend, modify, or supplement the Plan Supplement and any of the documents contained therein in accordance with the terms of the Plan, or by order of the Bankruptcy Court; *provided* that if any document in this Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the Confirmation Hearing, the Debtors will file a redline of such document with the Bankruptcy Court.

In accordance with Article IV of the Plan, the Debtors or Reorganized Debtors, as applicable, intend to implement and effectuate the following Restructuring Transactions. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Plan.

This Restructuring Transactions Memorandum is intended only as a draft summary of the Restructuring Transactions and represents a simplified and illustrative set of steps. For the avoidance of doubt, this **Exhibit G** reflects the Debtors' current intentions with respect to the Restructuring Transactions and the post-Effective Date organizational structure of the Reorganized Debtors. Nothing in this **Exhibit G** shall be viewed as the final version of the Restructuring Transactions, nor shall it limit or modify, in any way, any section of the Plan, the Plan Supplement or any related provisions in the Confirmation Order, or any authority or discretion granted to the Debtors and/or Reorganized Debtors thereby. The Debtors and their advisors will continue to review the Restructuring Transactions from a legal, operational, regulatory, and tax perspective.

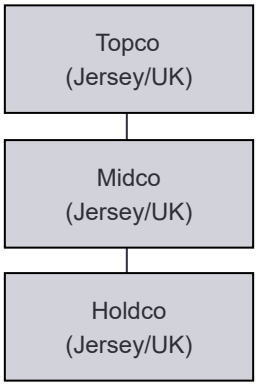
The Restructuring Transactions remain subject to continued review by the Debtors and other parties, as well as the Debtors receiving various regulatory approvals, and the Debtors reserve all rights to amend, revise, or supplement the Plan Supplement, including the Restructuring Transactions in this **Exhibit G**, subject to any limitations or applicable consent rights under the Plan or the Restructuring Support Agreement (including the consent rights of the Consenting Stakeholders), at any time prior to the Effective Date or any other such date as may be provided for by the Plan or by order of the Bankruptcy Court.

The Debtors currently anticipate that the Restructuring Transactions will occur pursuant to the following steps and in the following order, which may be subject to further changes.

Pre-Emergence steps

1

Formation of Acquisition Entities

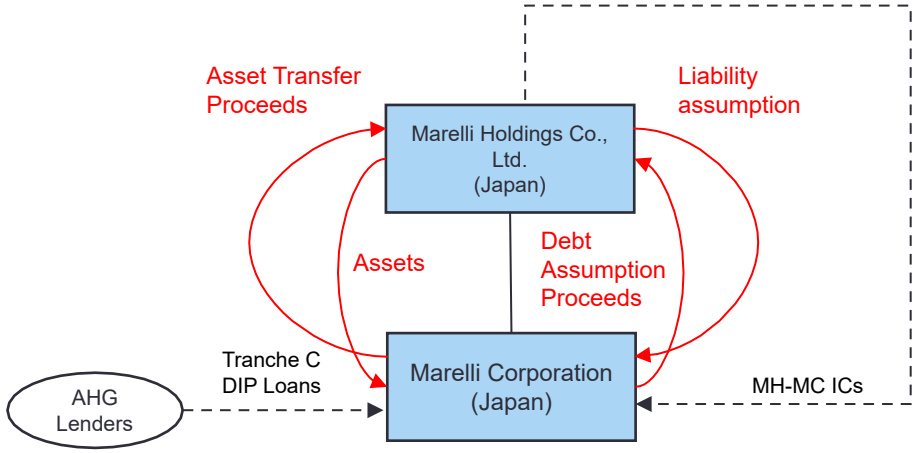


Steps

1. Prior to the Effective Date:
   A. [Topco] will be incorporated as a new Jersey corporation ("**Topco**"), with nominal share capital.
   B. Topco will incorporate [Midco], a Jersey corporation ("**Midco**"), with nominal share capital.
   C. Midco will incorporate [Holdco], a Jersey corporation ("**Holdco**"), with nominal share capital.

Note: A trust will form these acquisition entities prior to the Effective Date. The AHG Lenders own these entities upon emergence.

Transfer of Marelli Holdings' assets and liabilities



Steps

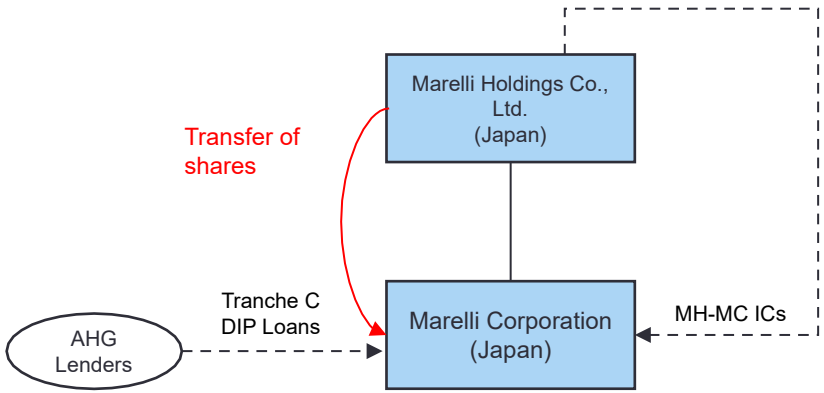
2. Prior to the Effective Date:

   A. All assets of Marelli Holdings Co., Ltd. ("**MH**"), other than i) the shares in Marelli Corporation ("**MC**") and ii) intercompany receivables / payables between MH and MC, will be sold by MH to MC for cash consideration (the "**Asset Transfer Proceeds**").

   B. MC will assume all liabilities of MH (including the Tranche C DIP Loan), other than the Emergency Loans and all Senior Loans for cash consideration (the "**Debt Assumption Proceeds**").

   C. The Asset Transfer Proceeds will be netted with the Debt Assumption Proceeds, and any remaining Debt Assumption Proceeds will be treated as a repayment of an equal amount of outstanding intercompany loans owed by MC to MH ("**MH-MC ICs**").

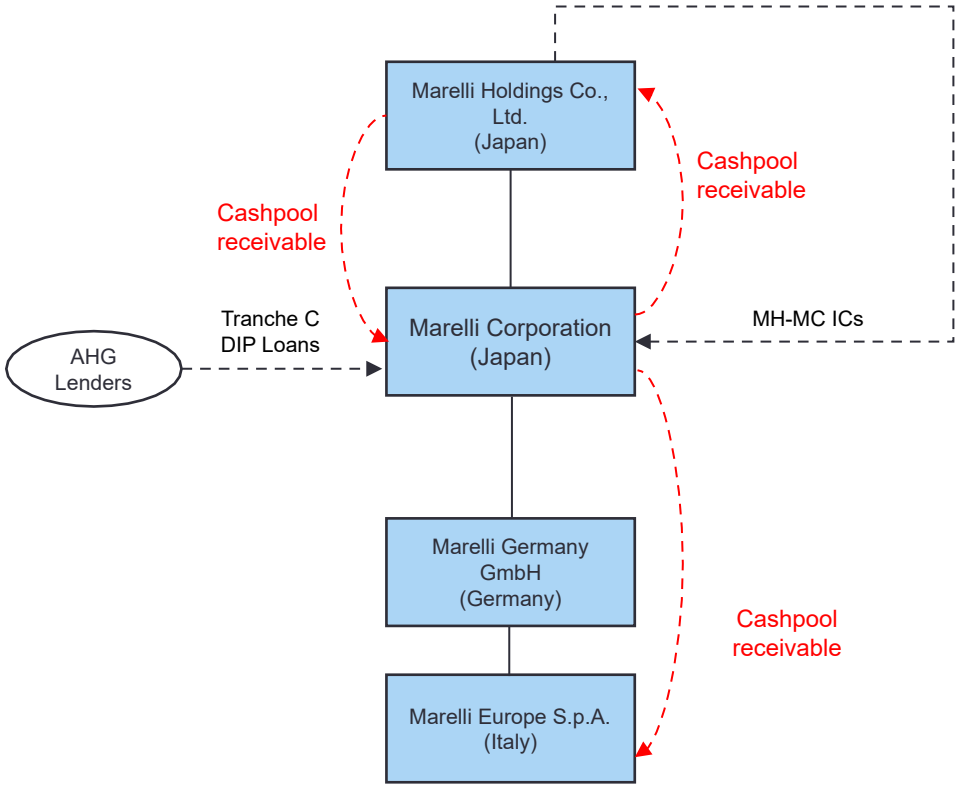
Repurchase of Marelli Corporation shares



Steps

3. Prior to the Effective Date, MC repurchases a portion of its shares from MH for no consideration and holds such stock as treasury shares.

Partial repayment of the MH-MC ICs



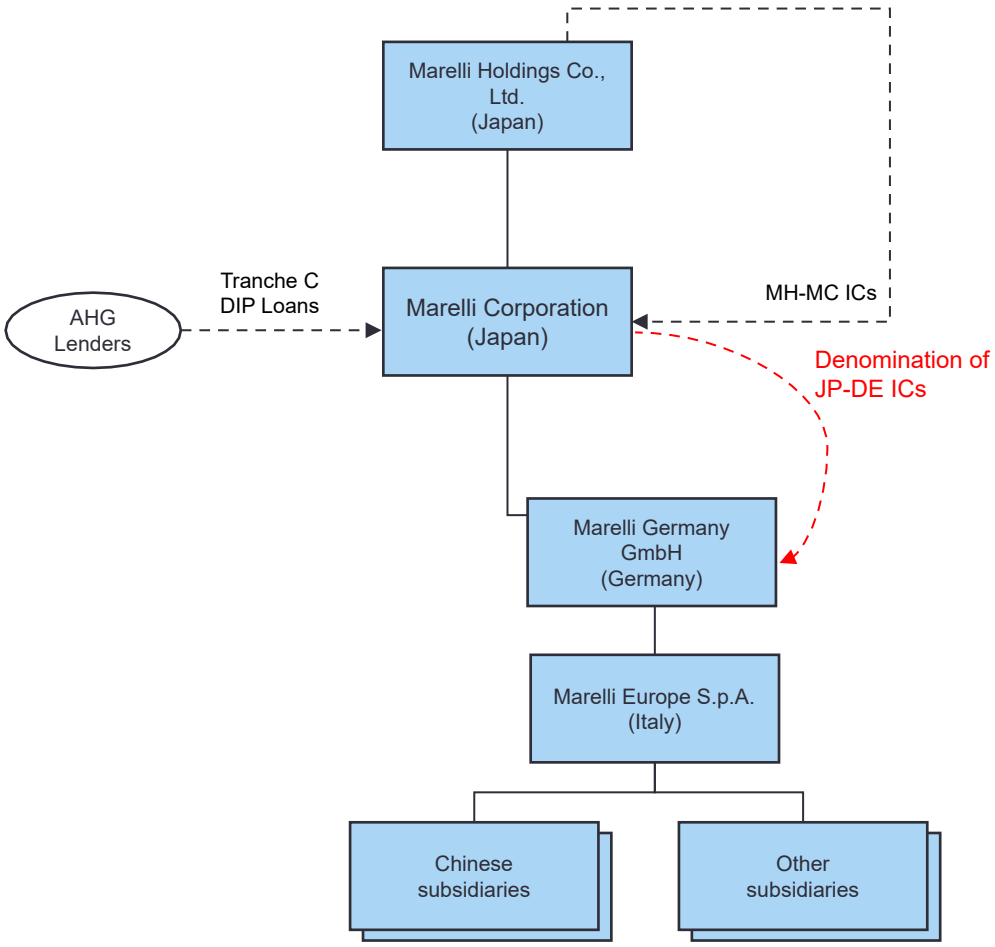
Steps

4. Prior to the Effective Date:

   A. MC repays a portion of the MH-MC ICs, using its existing cashpool receivable.

   B. MH contributes the cashpool receivable acquired in Step 4A in exchange for treasury shares in MC. MC increases its capital reserve by the amount of the cashpool receivable.

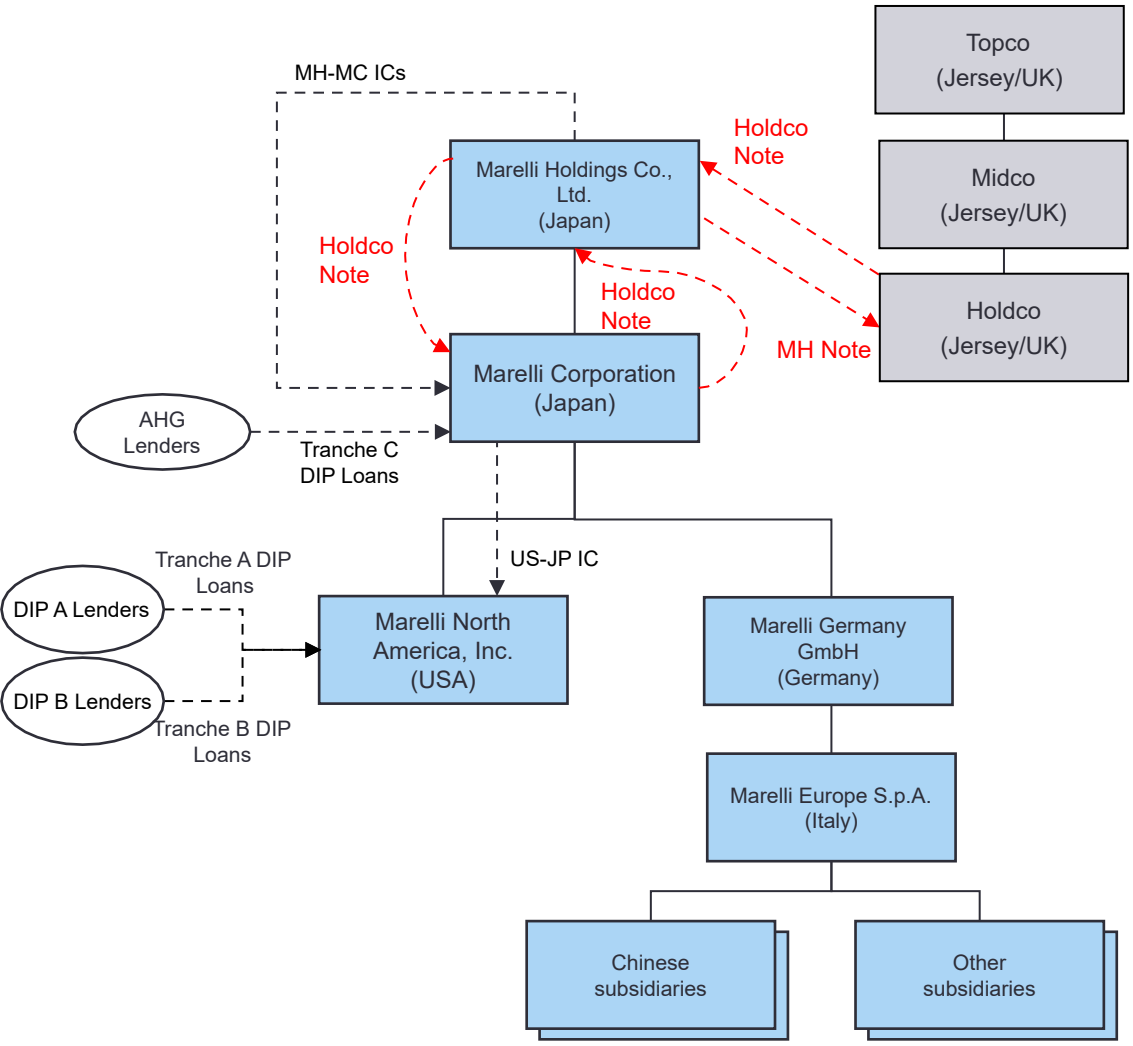
Modification of JP-DE ICs



Steps

5. Prior to the Effective Date, and at least one day prior to Step 11, the intercompany receivables / payables between MC and Marelli Germany GmbH ("**JP-DE ICs**") are modified to be JPY denominated.

Partial settlement of MH-MC ICs



Steps

6. Prior to the Effective Date, and at least one day prior to Step 11:

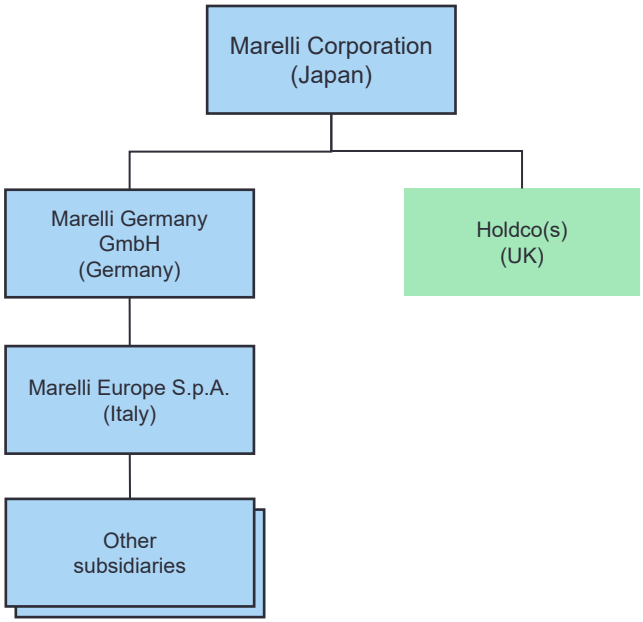
   A. MH issues a corporate bond (*shasai*), which is a bond issued pursuant to and governed by Japan's Companies Act, to Holdco for an amount equal to a portion of the principal balance of the MH-MC ICs (the "**MH Note**"), in exchange for a note in the same amount issued by Holdco (the "**Holdco Note**").

   B. MH contributes the Holdco Note acquired in Step 6A in exchange for an equal amount of treasury shares in MC. MC increases its capital reserve, instead of its registered share capital, by the amount of the Holdco Note.

   C. MC transfers the Holdco Note to MH in repayment of a portion of the MH-MC ICs, reducing the balance to an amount equal to the intended recovery to be provided to the Non-Participating Senior Lenders.

   D. The MH Note is offset against the Holdco Note.

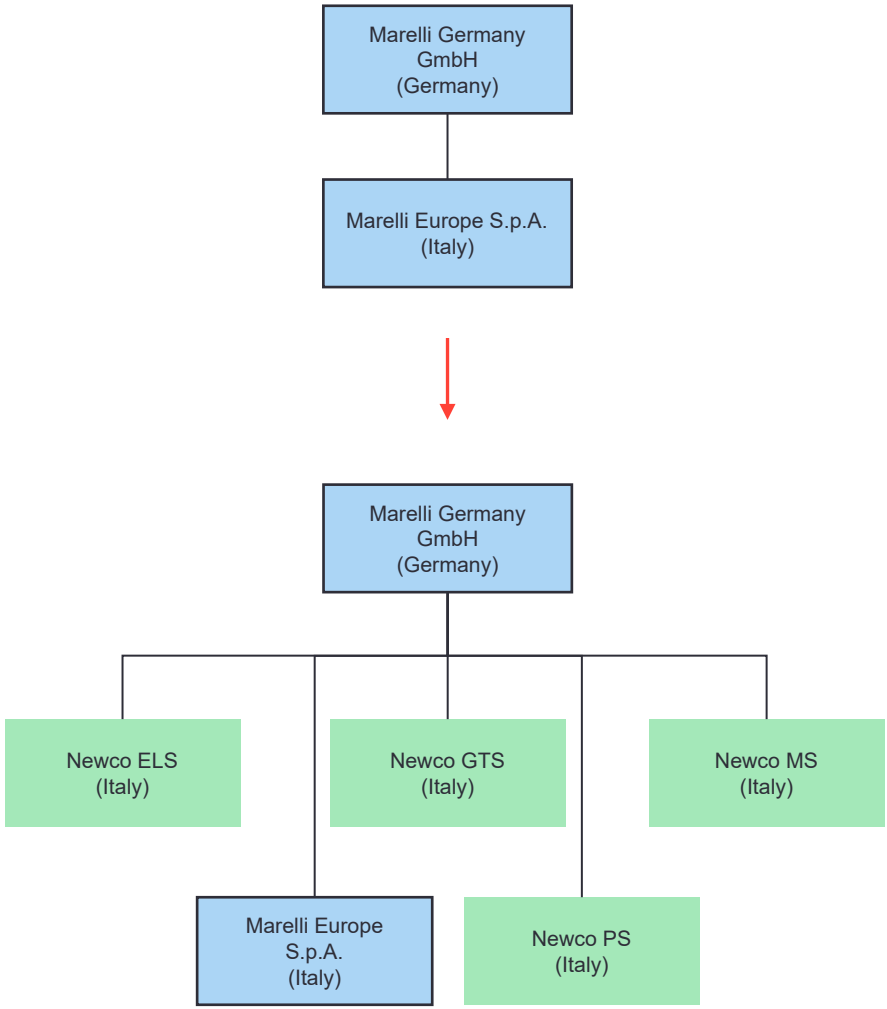
Incorporation of Divisional Holdcos



Steps

7. Prior to the Effective Date, MC (or one of its German or UK subsidiaries), will incorporate one or more UK tax resident companies, that will act as future divisional holding companies. Marelli Germany GmbH may transfer certain subsidiaries to such divisional holding companies.

Demerger of Marelli Europe SpA



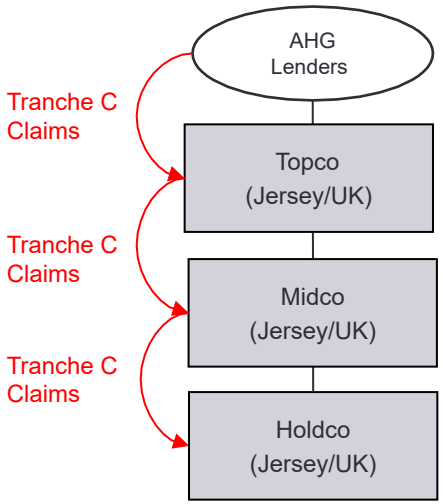
Steps

8. Prior to the Effective Date, Marelli Europe SpA will be demerged into 5 sister companies: Newco ELS (comprising the ELS business), Newco GTS (comprising the GTS business), Newco MS (comprising the MS business), Newco PS (comprising the PS business) and Marelli Europe SpA (comprising the HQ, Treasury, Finance and Holding business).

Emergence steps

2

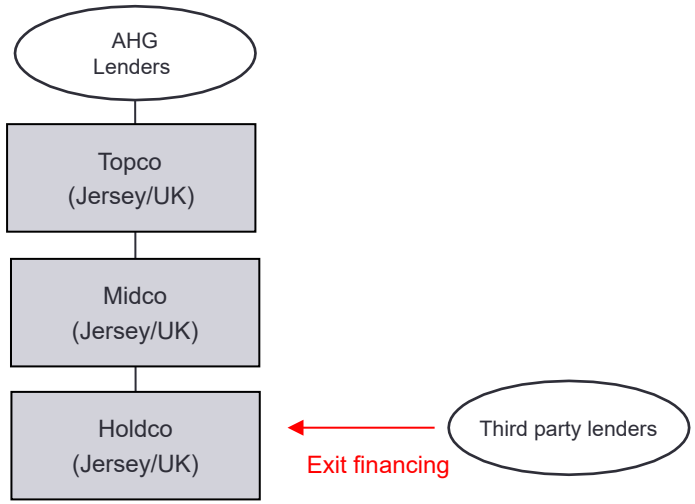
Transfer of Tranche C DIP



Steps

9. Prior to or on the Effective Date:
   A. The AHG Lenders contribute the Tranche C Roll-Up DIP Claims ("**Tranche C Claims**") to Topco in exchange for shares therein.
   B. Topco contributes the Tranche C Claims to Midco in exchange for shares therein.
   C. Midco contributes the Tranche C Claims to Holdco in exchange for shares therein.

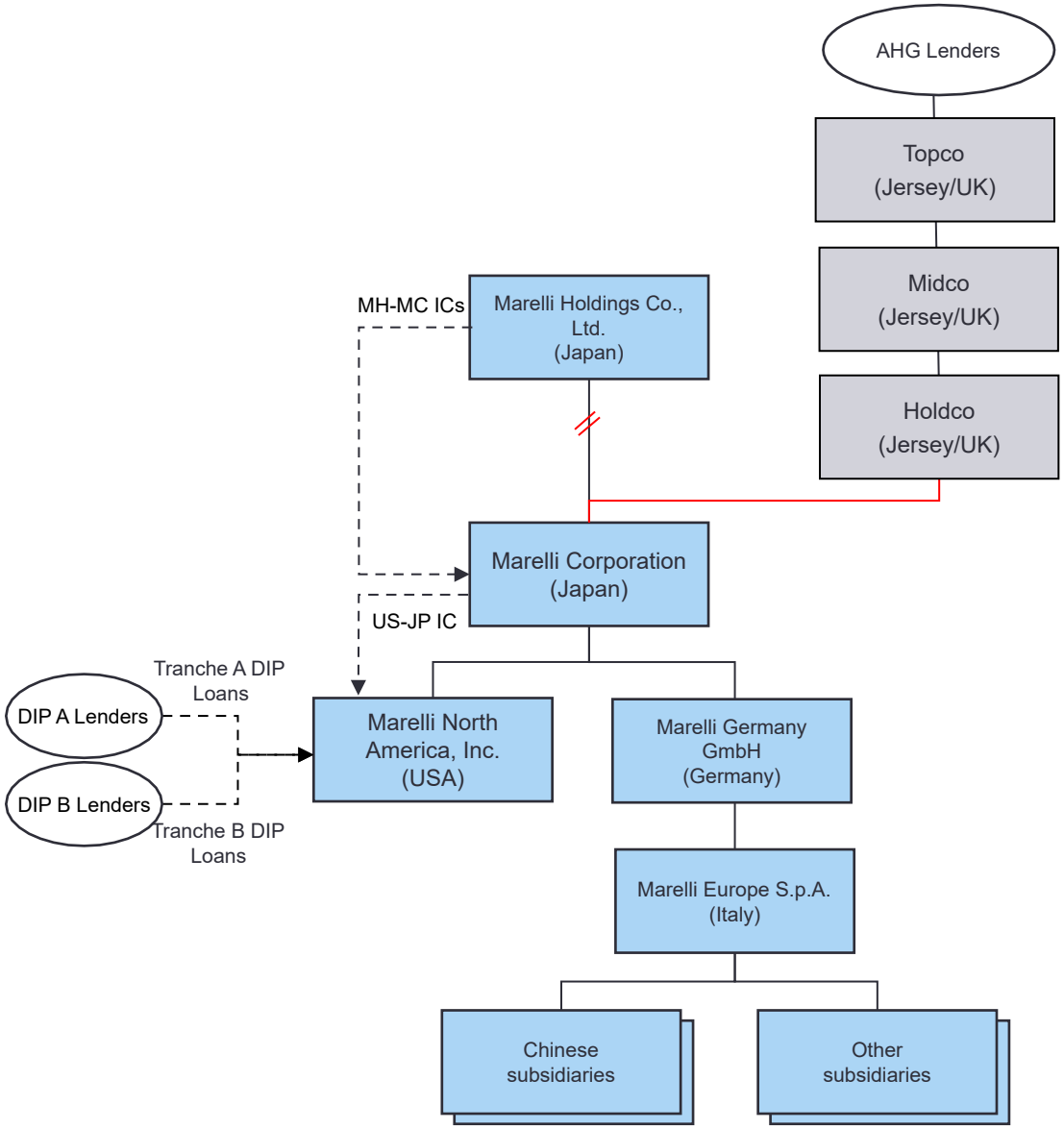
Exit financing



Steps

10. Prior to or on the Effective Date, external financing (the "**Exit financing**") will be drawn down by Holdco.

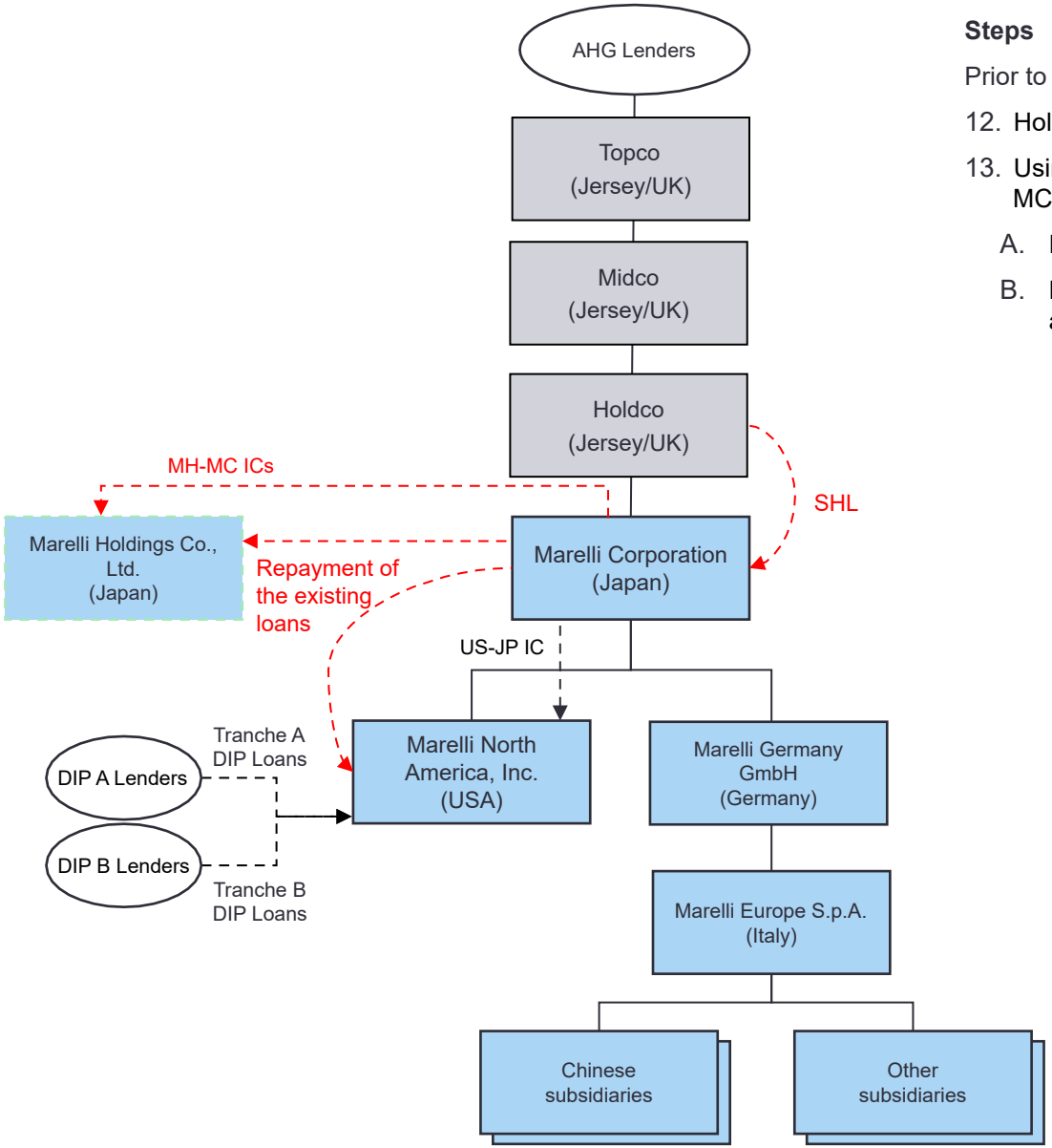
Acquisition of Marelli Corporation



Steps

11. Prior to or on the Effective Date and after the grant of formal approval by Japan's Ministry of Economy, Trade and Industry and regulators in other Foreign Direct Investment jurisdictions, Holdco acquires all shares (including treasury shares) of MC for $1.

Repayment of MH-MC and MC-MNA ICs

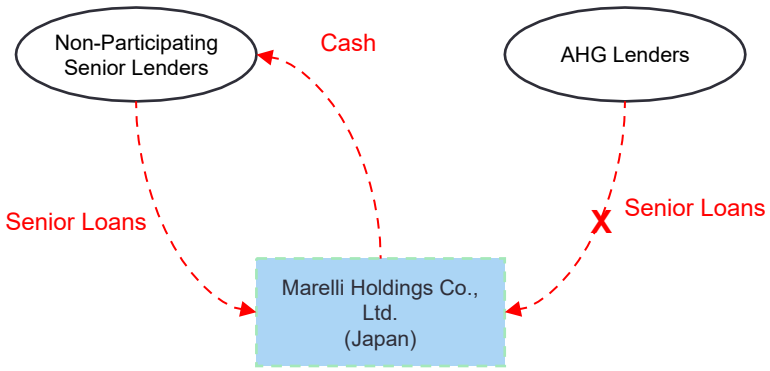


Steps

Prior to or on the Effective Date:

12. Holdco will advance a loan to MC for an amount to be determined (the "**SHL**").
13. Using the proceeds from the SHL and / or drawing down under the cashpool, MC will:
    A. Fully repay the outstanding MH-MC ICs; and
    B. Partially repay its intercompany loan to Marelli North America, Inc. ("**MNA,**" and such intercompany loan, the "**US-JP IC**").

Repayment and cancellation of Senior Loans



Steps

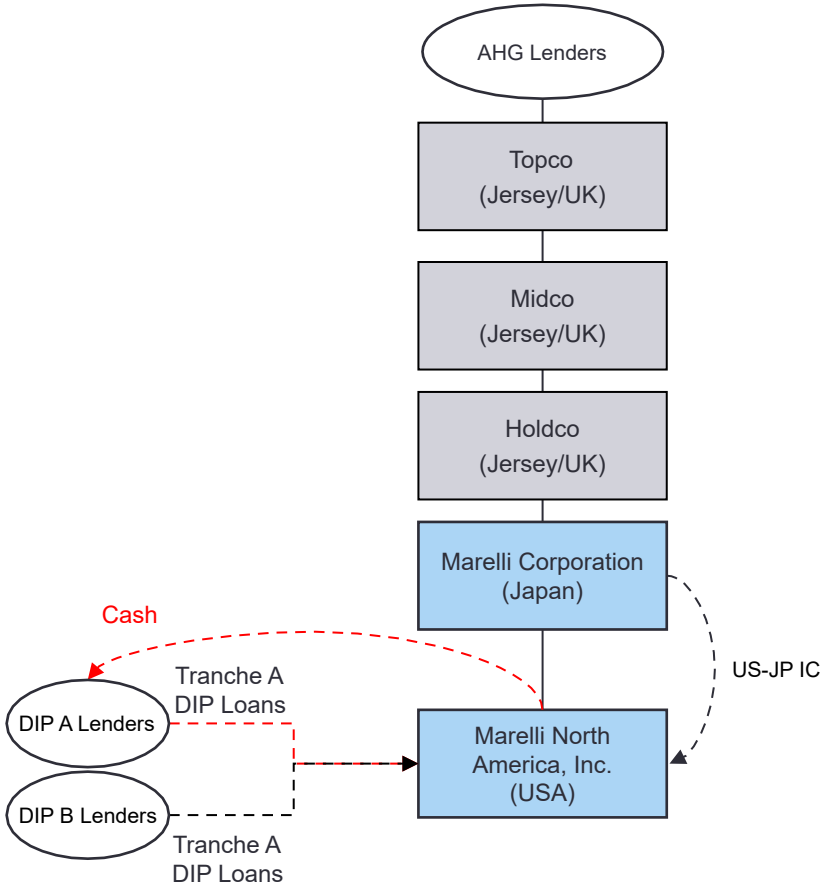
14. Prior to or on the Effective Date:

    A. MH uses the cash received in Step 13A to repay the Emergency Loan and a portion of the Senior Loans held by Non-Participating Senior Lenders.

    B. The Senior Loans held by the AHG Lenders are waived.

    C. Except to the extent the Senior Loans held by Non-Participating Senior Lenders have not yet received their full cash recovery in accordance with the Plan, the remaining Senior Loan Claims held by Non-Participating Senior Lender are waived.

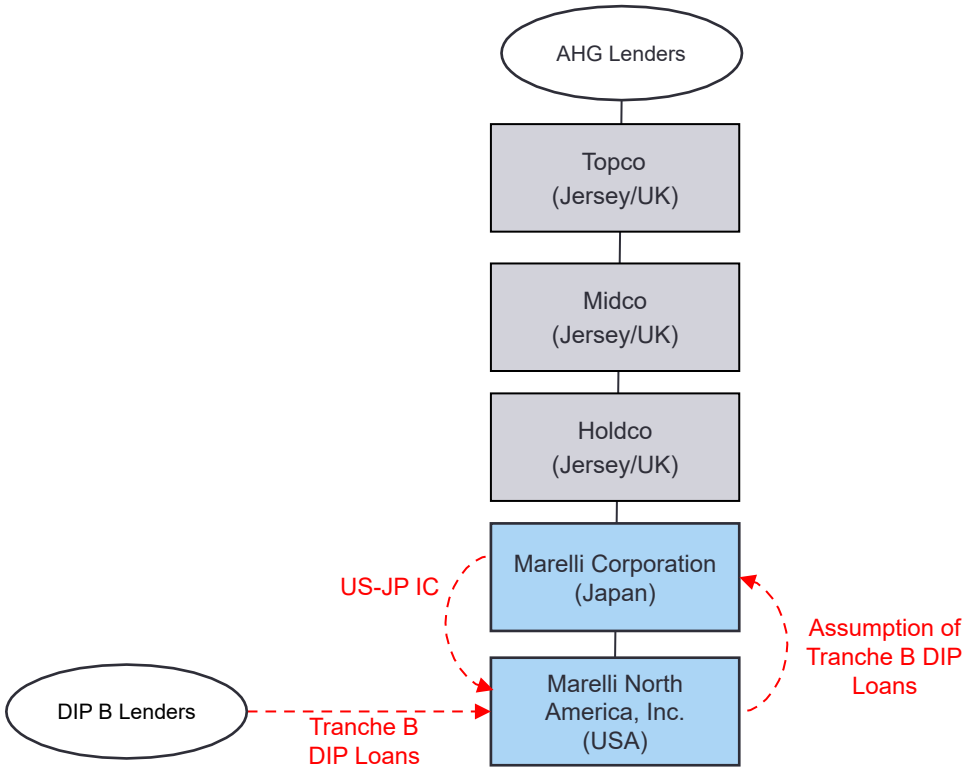
Repayment of DIP A Loans



Steps

15. Prior to or on the Effective Date, MNA repays the DIP A loans using the funds received in Step 13B.

Extinguishment of Tranche B DIP Loan



Steps

Prior to or on the Effective Date:

16. MC will assume the Tranche B DIP Loan liability from MNA in exchange for the repayment of the remainder of the US-JP IC.
17. The Holders of the Tranche B DIP Loans will receive consideration in settlement of the Tranche B DIP Loan Claims as provided in the Plan.

Dissolution / liquidation of Marelli Holdings

Steps

18. After the Effective Date, MH will commence voluntary dissolution / liquidation proceedings.



Exhibit H

Members of the New Board and the Officers of the Reorganized Debtors

Certain documents, or portions thereof, contained or to be contained in this **Exhibit H** and the Plan Supplement remain subject to continued review and comment by the Debtors, the Required Plan Sponsors, and other interested parties in accordance with the consent rights set forth in the Plan and the Restructuring Support Agreement. The respective rights of the Debtors, the Required Plan Sponsors, and such other interested parties are expressly reserved, subject to the terms and conditions set forth in the Plan and the Restructuring Support Agreement, to alter, amend, modify, or supplement the Plan Supplement and any of the documents contained therein in accordance with the terms of the Plan, or by order of the Bankruptcy Court; *provided* that if any document in this Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the Confirmation Hearing, the Debtors will file a redline of such document with the Bankruptcy Court.

On the Effective Date, the term of the current board of directors of the Debtors shall expire, and the directors for the initial term of the New Board shall be designated and appointed in accordance with the terms set forth in the New Organizational Documents and the New Stockholders Agreement, and as may be required under the laws and requirements of each applicable jurisdiction. The New Board will consist of the following members:

- ***Abraham Schot – Chair of the New Board***
- ***Additional directors to be appointed in accordance with the New Organizational Documents and the New Stockholders Agreement***

Those Persons who will serve as officers of the Reorganized Debtors are:

- ***Laurent Favre – Chief Executive Officer***
- ***Roberto Fioroni – Chief Financial Officer***
- ***Helen Redfern – Chief Human Resources Officer***
- ***John Nicholson – General Counsel***