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)

SIXTH 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 sixth supplemental declaration (this "Sixth 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. On May 5, 2026, the Debtors filed the *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* [Docket No. 2055] (the "Fourth Supplemental Declaration").

8. On September 2, 2026, the Debtors filed the *Fifth 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. 2588] (the "Fifth Supplemental Declaration").

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

Additional Disclosures

10. 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.

11. 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.

12. 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.

13. Pursuant to the First Addendum, PwC LLC agreed to a reduced Monthly Fixed Fee and, accordingly, incurred 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.

14. 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 provided 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. Under the Second Addendum, PwC LLC incurred a monthly fixed fee of JPY 12,500,000 in February 2026, JPY 25,000,000 from March 2026 through May 2026, and JPY 12,500,000 in June 2026, for services rendered pursuant to Provisions 2.1(f) and 2.1(g) of the Engagement Letter. Additionally, for the Professional Services set forth in Section 2.1(h) of the Engagement Letter, PwC LLC incurred a fixed fee of JPY 30,000,000, invoiced in two installments as follows: (a) JPY 15,000,000 four (4) weeks after the Commencement Date (as defined in the Second Addendum) and (b) JPY 15,000,000 eight (8) weeks after the Commencement Date.

15. Since filing the Third Supplemental Declaration, the Debtors and PwC LLC entered into an addendum to the Engagement Letter dated April 10, 2026, attached as Exhibit A

to the Fourth Supplemental Declaration (the "Third Addendum") to include additional services, pursuant to which PwC LLC would liaise with certain parties to coordinate and communicate on the business segment due diligence report prepared by PwC LLC and respond to questions and requests in connection with ongoing business negotiations, as set forth in Provision 2.1(i) of the Engagement Letter for a fixed fee of JPY 5,000,000.

16. Since filing the Fourth Supplemental Declaration, the Debtors and PwC LLC entered into an addendum to the Engagement Letter dated May 1, 2026, attached as Exhibit A to the Fifth Supplemental Declaration (the "Fourth Addendum") to (a) extend the time for which PwC LLC will provide services to Debtor Marelli Holdings Co., Ltd. through October 31, 2026; (b) extend the period of certain Advisory Services; (c) include additional fee arrangements as set forth below; (d) clarify that the term "Successful Completion of the Rescheduling Process" includes, in the case of a chapter 11 proceeding, the entry of an order by the Bankruptcy Court confirming the chapter 11 plan pursuant to section 1129 of the Bankruptcy Code (the "Confirmation Order"); and (e) set forth the timing for invoicing and payment of the Milestone Fee where the Successful Completion of the Rescheduling Process occurs through the entry of the Confirmation Order.

17. Pursuant to the Fourth Addendum, the period of the Advisory Services set forth in Provision 2.1(i) of the Engagement Letter was extended to May 31, 2026, and the period of the Advisory Services set forth in Provisions 2.1(f) and 2.1(g) of the Engagement Letter was extended through October 31, 2026. For Advisory Services under Provision 2.1(i), PwC LLC incurred a fixed fee of JPY 5,000,000 for the term from May 1, 2026 to May 31, 2026. For Advisory Services under Provisions 2.1(f) and 2.1(g), PwC LLC incurred a monthly fixed fee of

JPY 12,500,000 for July 2026 and JPY 25,000,000 per month for August 2026 through October 2026 (together with the fees for services under Provision 2.1(i), the "Fourth Addendum Fees").

18. Pursuant to the Fourth Addendum, the definition of "Successful Completion of the Rescheduling Process" set forth in the Engagement Letter is clarified to include, in the case of a chapter 11 proceeding, the entry of the Confirmation Order. The Fourth Addendum further provides that, notwithstanding the payment terms otherwise applicable to the Milestone Fee under the Engagement Letter, where the Successful Completion of the Rescheduling Process occurs through the entry of the Confirmation Order, PwC LLC will invoice the Milestone Fee following approval by this Court of PwC LLC's fee application, and the Debtors shall pay the Milestone Fee prior to the effective date of the chapter 11 plan.

19. Since filing the Fifth Supplemental Declaration, the Debtors and PwC LLC entered into an addendum to the Engagement Letter dated October 31, 2026, attached hereto as **Exhibit A** (the "Fifth Addendum") to (a) extend the time for which PwC LLC will provide services to Debtor Marelli Holdings Co., Ltd. through November 30, 2026; and (b) include additional fee arrangements as set forth below.

20. Pursuant to the Fifth Addendum, the period of the Advisory Services set forth in Provisions 2.1(f) and (g) of the Engagement Letter has been extended to November 30, 2026. For Advisory Services under Provisions 2.1(f) and 2.1(g) rendered from November 1, 2026 through November 30, 2026, PwC LLC will incur a monthly fixed fee of JPY 25,000,000 (the "Fifth Addendum Fees").

21. PwC LLC believes that the Fifth 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 Fifth Addendum Fees are market-based and reasonable considering PwC LLC's knowledge and experience, and the Debtors have agreed to pay the Fifth Addendum Fees. As such, the Fifth Addendum Fees will reasonably compensate PwC LLC for such services.

PwC LLC's Disinterestedness

22. Since filing the Fifth 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, Third Supplemental Declaration, Fourth Supplemental Declaration and Fifth Supplemental Declaration. PwC LLC has not identified any additional relationships that require disclosure beyond those previously disclosed.

23. 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, Third Supplemental Declaration, Fourth Supplemental Declaration or Fifth Supplemental Declaration.

24. 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

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: November 9, 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, the Addendum to the Advisory Service Agreement dated February 9, 2026, the Addendum to the Advisory Service Agreement dated April 30, 2026, and the Addendum to the Advisory Service Agreement dated August 31, 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 (Extension of Term)
The Term set out in Article 5 of the Agreement shall be extended as follows:

[Before Amendment]
PwC will perform the Advisory Services from November 1, 2024 to October 31, 2026 (such period, the "Service Period"). Any extension of the Service Period shall be determined upon consultation between the parties.

[After Amendment]
PwC will perform the Advisory Services from November 1, 2024 to November 30, 2026 (such period, the "Service Period"). Any extension of the Service Period shall be determined upon consultation between the parties.

Article 2 (Change in the Scope of Services)
In accordance with Article 1 (Extension of Term) of this Addendum, the period of performing each scope of the Advisory Services set out in Provision 2.1 (f) and 2.1 (g) of the Agreement shall also be extended as follows:

[Before Amendment]

(f) **For the period from July 1, 2025 to October 31, 2026:**
Support the Client for Successful Completion of the Rescheduling Process (which, for the purposes of the Scope of the Advisory Service from July 1, 2025 to October 31, 2026, refers to the successful completion of the Chapter 11 process), including but not limited to the following:
  (1) Advice on business and repayment plan acceptable to Japanese banks
  (2) Support for consultations / Q&A coordination with major banks
  (3) Support for the examination and implementation of communication strategies with each bank to obtain consent, etc.

(g) **For the period from July 1, 2025 to October 31, 2026:**
In relation to the above, support the Client to conduct necessary explanations to and negotiations with key stakeholders, including but not limited to the following:
  (1) Advice on negotiations with Mizuho, DBJ, other Japanese lenders, SVP, Deutsche Bank / MBK consortium, Nissan, main suppliers, etc.
  (2) Review and provide comments for revisions to the materials prepared by the Client or other advisors.

*Limitations on support provided by PwC

(1) The above assumes that the Client or other advisors besides PwC will prepare the cash flow, business plan and repayment plan that are necessary and sufficient for the internal approval of the Japanese lenders.

(2) Support of preparing the cash flow, business plan and repayment plan for the negotiations with the Japanese lenders is not included in the Advisory Service.

[After Amendment]

(f) **For the period from July 1, 2025 to November 30, 2026:**
Support the Client for Successful Completion of the Rescheduling Process (which, for the purposes of the Scope of the Advisory Service from July 1, 2025 to November 30, 2026, refers to the successful completion of the Chapter 11 process), including but not limited to the following:

(1) Advice on business and repayment plan acceptable to Japanese banks

(2) Support for consultations / Q&A coordination with major banks

(3) Support for the examination and implementation of communication strategies with each bank to obtain consent, etc.

(g) **For the period from July 1, 2025 to November 30, 2026:**
In relation to the above, support the Client to conduct necessary explanations to and negotiations with key stakeholders, including but not limited to the following:

(1) Advice on negotiations with Mizuho, DBJ, other Japanese lenders, SVP, Deutsche Bank / MBK consortium, Nissan, main suppliers, etc.

(2) Review and provide comments for revisions to the materials prepared by the Client or other advisors.

*Limitations on support provided by PwC

(1) The above assumes that the Client or other advisors besides PwC will prepare the cash flow, business plan and repayment plan that are necessary and sufficient for the internal approval of the Japanese lenders.

(2) Support of preparing the cash flow, business plan and repayment plan for the negotiations with the Japanese lenders is not included in the Advisory Service.

Article 3 (Change in the Fees)
The following clause shall be added to the Fees set out in Provision 6.1 of the Agreement:

(m) Monthly Fixed Fee for the Advisory Services set out in Provision 2.1 (f) and (g) of the Agreement for the term from November 1, 2026 to November 30, 2026

The Client agrees to pay PwC a monthly fixed fee for the advisory services outlined in Provision 2.1 (f) and 2.1 (g) of the Agreement. The monthly fee is set at JPY 25,000,000 for November 2026. This fee is inclusive of all services described in Provision 2.1 (f) and 2.1 (g).

The Fixed Monthly Fee arrangement outlined in this Addendum shall remain in effect only up to November 30, 2026. Prior to this date, the Client and PwC shall engage in good faith negotiations to discuss the potential extension of the Service Period and any adjustments to the Monthly Fixed Fee. Any agreed-upon extensions or fee adjustments shall be documented in a subsequent written addendum to this Agreement.

As stipulated in Provision 13.4 of the Agreement, either party may terminate this Agreement by providing thirty (30) days' prior written notice to the other party. Notwithstanding Provision 13.7 of the Agreement, in the event of termination by the Client in accordance with Provision 13.4 of the Agreement, the Client shall be responsible for the payment of the full amount of the Fixed Monthly Fee for the month in which the effective termination date falls, regardless of the specific termination date within that month.

Article 4 (Surviving Articles)
Other articles in the Agreement not affected by this Addendum shall remain in full force and effect.

Article 5 (Effective Date)
This Addendum shall be effective from October 31, 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: Signed by: Roberto Fioroni 13CCB224C6644F3...

Roberto Fioroni
Chief Financial Officer
Marelli Holdings Co., Ltd.
2-19-4 Miyaharacho, Kita-ku, Saitama-city,
Saitama 331-0812, Japan

Date: 30 October 2026

PwC: Signed by: 5A781D6BA1504CD...

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

Date: 30 October 2026

Schedule 1

SCHEDULE 1

List of Schedules

Schedule	Category
1(a)	Director/Officer
1(b)	Banks/Lender/UCC Lien Parties/Administrative Agents
1(c)	Core 2002 Parties

SCHEDULE 1(a)

Director/Officer

Fioroni, Roberto
Henderson, Frederick A.
Nicholson, John
Redfern, Helen

SCHEDULE 1(b)

Banks/Lender/UCC Lien Parties/Administrative Agents

Steward Finance & Leasing Pvt. Ltd.

SCHEDULE 1(c)

Core 2002 Parties

Esbrook P.C.
FBT Gibbons LLP
Michigan, State of, Department of Attorney General, Labor Division
Morgan Lewis & Bockius LLP
Taft Stettinius & Hollister LLP