

**Restructuring Support Agreement**

*Execution Version*

THIS RESTRUCTURING SUPPORT AGREEMENT AND THE DOCUMENTS ATTACHED HERETO COLLECTIVELY DESCRIBE A PROPOSED RESTRUCTURING OF THE COMPANY PARTIES (AS DEFINED HEREIN) THAT WILL BE EFFECTUATED ON THE TERMS AND CONDITIONS SET FORTH IN THE RESTRUCTURING TERM SHEET (AS DEFINED HEREIN).

THIS RESTRUCTURING SUPPORT AGREEMENT IS NOT AN OFFER, SOLICITATION, OR ACCEPTANCE WITH RESPECT TO ANY SECURITIES OR A SOLICITATION OF ACCEPTANCES OF A CHAPTER 11 PLAN WITHIN THE MEANING OF SECTION 1125 OF THE BANKRUPTCY CODE. ANY SUCH OFFER OR SOLICITATION WILL COMPLY WITH ALL APPLICABLE SECURITIES LAWS AND/OR PROVISIONS OF THE BANKRUPTCY CODE. NOTHING CONTAINED IN THIS RESTRUCTURING SUPPORT AGREEMENT SHALL BE AN ADMISSION OF FACT OR LIABILITY OR, UNTIL THE OCCURRENCE OF THE AGREEMENT EFFECTIVE DATE ON THE TERMS DESCRIBED HEREIN, DEEMED BINDING ON ANY OF THE PARTIES HERETO.

THIS RESTRUCTURING SUPPORT AGREEMENT DOES NOT PURPORT TO SUMMARIZE ALL OF THE TERMS, CONDITIONS, REPRESENTATIONS, WARRANTIES, AND OTHER PROVISIONS WITH RESPECT TO THE RESTRUCTURING TRANSACTIONS DESCRIBED HEREIN, WHICH RESTRUCTURING TRANSACTIONS WILL BE SUBJECT TO THE COMPLETION OF DEFINITIVE DOCUMENTS INCORPORATING THE TERMS SET FORTH HEREIN AND THE CLOSING OF ANY RESTRUCTURING TRANSACTIONS SHALL BE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN SUCH DEFINITIVE DOCUMENTS AND THE APPROVAL RIGHTS OF THE PARTIES SET FORTH HEREIN AND IN SUCH DEFINITIVE DOCUMENTS.

***RESTRUCTURING SUPPORT AGREEMENT***

This RESTRUCTURING SUPPORT AGREEMENT (including all exhibits, annexes, and schedules hereto in accordance with Section 13.02 of this Agreement and as may be amended, supplemented, or otherwise modified from time to time in accordance with Section 12, this “**Agreement**”) is made and entered into as of June 11, 2025 (the “**Execution Date**”), by and among the following parties (each of the following described in sub-clauses (i) through (v) of this preamble, collectively, the “**Parties**” and each, a “**Party**”):<sup>1</sup>

- i. Marelli Holdings Co., Ltd. (“**Marelli**”), and each of its affiliates listed on **Exhibit A** to this Agreement that have executed and delivered counterpart signature pages to this Agreement to counsel to the Ad Hoc Group of Senior Lenders, counsel to the Consenting Senior Bank Lenders (as of the Agreement Effective Date), and counsel to the Consenting Equity Sponsor (each as defined below), as identified in Section 13.10 (the Entities in this clause (i), collectively, the “**Company Parties**”);
- ii. the undersigned non-affiliated holders (or beneficial holders or otherwise) of, or nominees, investment advisors, sub-advisors, sub-participants or managers of funds

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<sup>1</sup> Capitalized terms used but not defined in the preamble and recitals to this Agreement have the meanings ascribed to them in Section 1 of this Agreement.

or discretionary accounts that hold Senior Loan Claims (held directly or indirectly, including by participation, swap or other derivative transaction) that have executed and delivered counterpart signature pages to this Agreement, a Joinder, or a Transfer Agreement to counsel to the Company Parties (the Entities in this clause (ii), collectively, the “**Consenting Senior Lenders**”);<sup>2</sup>

- iii. the holders of the Emergency Loan Claims that have executed and delivered counterpart signature pages to this Agreement, a Joinder, or a Transfer Agreement to counsel to the Company Parties (the Entities in this clause (iii), collectively, the “**Consenting Emergency Lenders**,” and together with the Consenting Senior Lenders, the “**Consenting Lenders**”);
- iv. the Plan Sponsors (as defined herein); and
- v. the undersigned direct or indirect holder of Interests in the Company Parties in its capacity as such (the “**Consenting Equity Sponsor**”).

For the avoidance of doubt, neither Deutsche Bank AG, London Branch (except solely in its capacity as a Consenting Senior Lender), nor the Tranche A DIP Lenders, in their capacity as such, are Parties to this Agreement.

#### **RECITALS**

**WHEREAS**, the Company Parties and the Consenting Stakeholders have in good faith and at arm’s-length negotiated or been apprised of certain restructuring and recapitalization transactions, with respect to the Company Parties’ business and capital structure on the terms set forth in this Agreement and as specified in the non-binding restructuring term sheet attached hereto as **Exhibit B** (as may be amended, supplemented or otherwise modified from time to time in accordance with the terms of this Agreement, and including any exhibits and schedules thereto, the “**Restructuring Term Sheet**,” and the transactions described in this Agreement and the Restructuring Term Sheet, the “**Restructuring Transactions**”);

**WHEREAS**, the Company Parties intend to market the transactions contemplated by the Restructuring Term Sheet pursuant to the procedures attached as **Exhibit 3** thereto (the “**Marketing Procedures**”);

**WHEREAS**, the Company Parties intend to implement and consummate the Restructuring Transactions, including through the commencement by the Debtors of voluntary cases under chapter 11 of the Bankruptcy Code in the Bankruptcy Court (the cases commenced, the “**Chapter 11 Cases**”); and

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<sup>2</sup> For the avoidance of doubt, this Agreement, and the terms, conditions, commitments, obligations, covenants, representations, and rights hereunder, shall not bind or otherwise be applicable to a Consenting Senior Bank Lender other than in the capacity set forth on the signature page appended hereto of each such Consenting Senior Bank Lender.

**WHEREAS**, the Parties have agreed to take certain actions in support of the Restructuring Transactions on the terms and conditions set forth in this Agreement and the Restructuring Term Sheet;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Party, intending to be legally bound hereby, agrees as follows:

## ***AGREEMENT***

### **Section 1. *Definitions and Interpretation.***

1.01. **Definitions.** The following terms shall have the following definitions:

**“Ad Hoc Group of Senior Lenders”** means the ad hoc group of Holders of Senior Loan Claims and DIP Lenders represented by the Ad Hoc Group Advisors.

**“Ad Hoc Group Advisors”** means: (i) Akin Gump Strauss Hauer & Feld LLP, as counsel to the Ad Hoc Group of Senior Lenders; (ii) Houlihan Lokey Capital, Inc., as investment bankers to the Ad Hoc Group of Senior Lenders; (iii) AlixPartners, LLP, as financial advisors to the Ad Hoc Group of Senior Lenders; and (iv) other professionals or consultants retained by the Ad Hoc Group of Senior Lenders from time to time, in connection with the Restructuring Transactions, regardless of whether such advisor was retained prior to or following the Petition Date.

**“Adjusted Liquidity”** has the meaning set forth in Section 6.02(i) of this Agreement.

**“Affiliate”** has the meaning set forth in section 101(2) of the Bankruptcy Code as if such Entity was a debtor in a case under the Bankruptcy Code.

**“Agreement”** has the meaning set forth in the preamble to this Agreement and, for the avoidance of doubt, includes all the exhibits, annexes, and schedules hereto in accordance with **Section 13.02** hereof (including the DIP Term Sheet, and the Plan Release, Injunction, and Exculpation Provisions attached to the Restructuring Term Sheet).

**“Agreement Effective Date”** means the date on which the conditions set forth in **Section 2** have been satisfied or waived by the appropriate Party or Parties in accordance with this Agreement.

**“Agreement Effective Period”** means, with respect to a Party, the period from the Agreement Effective Date (or, in the case of any Consenting Stakeholder that becomes a Party hereto after the Agreement Effective Date, as of the date such Consenting Stakeholder becomes a Party hereto) to the Termination Date applicable to that Party.

**“Alternative Restructuring Proposal”** means any written or oral plan, inquiry, proposal, offer, bid, term sheet, discussion, or agreement with respect to a sale, disposition, new-money investment, restructuring, reorganization, merger, amalgamation, acquisition, consolidation, dissolution, debt investment, equity investment, liquidation, asset sale, share issuance, tender offer,

recapitalization, plan of reorganization, share exchange, business combination, joint venture, debt incurrence (including, without limitation, any debtor-in-possession financing or exit financing) or similar transaction involving any one or more Company Parties (including, for the avoidance of doubt, a transaction premised on a sale of assets under section 363 of the Bankruptcy Code) or the debt, equity, or other interests in any one or more Company Parties that is an alternative to one or more of the Restructuring Transactions.

**“Bankruptcy Code”** means title 11 of the United States Code, 11 U.S.C. §§ 101–1532, as amended.

**“Bankruptcy Court”** means the United States Bankruptcy Court for the District of Delaware.

**“Bankruptcy Rules”** means the Federal Rules of Bankruptcy Procedure and the local rules and general orders of the Bankruptcy Court, as in effect on the Petition Date, if applicable, together with all amendments and modifications thereto subsequently made applicable to the Chapter 11 Cases.

**“Business Day”** means any day other than a Saturday, Sunday, “legal holiday” (as defined in Bankruptcy Rule 9006(a)), or other day on which commercial banks in the State of New York are closed for business as a result of federal, state, or local holiday. When a period of days under this Agreement ends on a day that is not a Business Day, then such period shall be extended to the specified hour of the next Business Day.

**“Cash Management Bank”** has the meaning set forth in the Cash Management Motion.

**“Cash Management Motion”** means the *Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Continue to Operate Their Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, (C) Maintain Existing Business Forms, and (D) Perform Intercompany Transactions and (II) Granted Related Relief*, filed with the Bankruptcy Court in the Chapter 11 Cases substantially contemporaneously with the Agreement Effective Date.

**“Cash Management System”** has the meaning set forth in the Cash Management Motion.

**“Cash Test Date”** has the meaning set forth in Section 6.02(i) of this Agreement.

**“Causes of Action”** means any claims, interests, damages, remedies, causes of action, demands, rights, actions, controversies, proceedings, agreements, suits, obligations, liabilities, accounts, defenses, offsets, powers, privileges, licenses, liens, indemnities, guaranties, and franchises of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, disputed or undisputed, liquidated or unliquidated, secured or unsecured, assertable, directly or derivatively, matured or unmatured, suspected or unsuspected, whether arising before, on, or after the Petition Date, in contract, tort, law, equity, or otherwise. Causes of Action also include: (a) all rights of setoff, counterclaim, or recoupment and claims under contracts or for breaches of duties imposed by law or in equity; (b) any claim based on or relating to, or in any manner arising from, in whole or in part, tort, breach of contract, breach of fiduciary duty, violation of state or federal law or breach

of any duty imposed by law or in equity, including securities laws, negligence, and gross negligence; (c) the right to object to or otherwise contest Claims or Interests; (d) claims pursuant to section 362 or chapter 5 of the Bankruptcy Code; (e) such claims and defenses as fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code; and (f) any avoidance actions arising under chapter 5 of the Bankruptcy Code or under similar local, state, federal, or foreign statutes and common law, including fraudulent transfer laws.

**“Chapter 11 Cases”** has the meaning set forth in the recitals to this Agreement.

**“Claim”** has the meaning ascribed to it in section 101(5) of the Bankruptcy Code.

**“Company Advisors”** means (a) Kirkland & Ellis LLP; (b) PJT Partners Inc.; (c) Alvarez and Marsal LLC; and (d) Selendy Gay PLLC, each in its capacity as advisor to the Company Parties.

**“Company Claims/Interests”** means any Claim against, or Interest in, a Company Party, including the Emergency Loan Claims and the Senior Loan Claims.

**“Company Parties”** has the meaning set forth in the recitals to this Agreement.

**“Confidentiality Agreement”** means an executed confidentiality agreement, including with respect to the issuance of a “cleansing letter” or other public disclosure of material non-public information agreement, with respect to any of the Company Parties.

**“Confirmation Order”** means the order of the Bankruptcy Court confirming the Plan.

**“Consenting Senior Bank Lenders”** means the Consenting Senior Lenders represented by the Consenting Senior Bank Lenders’ Advisors.

**“Consenting Senior Bank Lenders’ Advisors”** means (a) Davis Polk & Wardwell LLP, as restructuring counsel to Mizuho Bank, Ltd., solely in its capacity as Emergency Lender and Senior Lender, (b) Richards, Layton & Finger, P.A., as Delaware counsel to Mizuho Bank, Ltd., solely in its capacity as Emergency Lender and Senior Lender, (c) Nagashima Ohno & Tsunematsu, as Japanese counsel to Mizuho Bank, Ltd., (d) Anderson Mori & Tomotsune, as Japanese financing counsel to Mizuho Bank, Ltd., and (e) other professionals or consultants retained by the Consenting Senior Bank Lenders from time to time, in connection with the Restructuring Transactions, regardless of whether such advisor was retained prior to or following the Petition Date.

**“Consenting Equity Sponsor”** has the meaning set forth in the preamble to this Agreement.

**“Consenting Stakeholders”** means the Company Parties, the Consenting Lenders, the Consenting Senior Bank Lenders, the Plan Sponsors, and the Consenting Equity Sponsor.

**“Debtors”** means the Company Parties that commence Chapter 11 Cases.

**“Definitive Documents”** means the documents listed in Section 3.01 hereof.

“**DIP Agent**” means GLAS USA LLC (in such capacity, together with its successors and assigns).

“**DIP Claim**” means any Claim on account of the DIP Loans.

“**DIP Commitment Letters**” means the Super-Senior DIP Commitment Letter (as defined in the Senior DIP Term Sheet (as defined in the Restructuring Term Sheet) and the DIP Commitment Letter (as defined in the Junior DIP Term Sheet (as defined in the Restructuring Term Sheet).

“**DIP Credit Agreements**” means the Senior DIP Credit Agreement (as defined in the Senior DIP Term Sheet (as defined in the Restructuring Term Sheet) and the Junior DIP Credit Agreement (as defined in the Junior DIP Term Sheet (as defined in the Restructuring Term Sheet).

“**DIP Documents**” means all agreements, instruments, and other documents (including all exhibits, schedules, supplements, appendices, annexes, instructions and attachments thereto) that are utilized to implement or effectuate, or that otherwise relate to, debtor-in-possession financing (including the DIP Orders), which shall be (a) consistent in all material respects with the DIP Term Sheets and (b) otherwise acceptable to the Debtors and the Required DIP Lenders.

“**DIP Facilities**” has the meaning set forth in the Restructuring Term Sheet.

“**DIP Lenders**” means the lenders under the DIP Facilities.

“**DIP Loans**” means the term loans made under the DIP Credit Agreements.

“**DIP Motion**” means the motion filed with the Bankruptcy Court seeking entry of the DIP Orders.

“**DIP Orders**” means, collectively, the Interim DIP Order and the Final DIP Order.

“**DIP Term Sheets**” has the meaning set forth in the Restructuring Term Sheet.

“**Disclosure Statement**” means the related disclosure statement with respect to the Plan.

“**Disclosure Statement Order**” means the order entered by the Bankruptcy Court approving the adequacy of the Disclosure Statement.

“**Emergency Lenders**” means the holders of, or nominees, investment advisors, sub-advisors, or managers of discretionary accounts that hold, from time to time, Emergency Loan Claims.

“**Emergency Loan Agreement**” means that certain money consumption and loan agreement, dated as of May 20, 2020, and as amended from time to time, by and among Marelli Holdings Co., Ltd., as borrower, those lenders party thereto, and Mizuho Bank, Ltd., as lender, security agent, and facility agent, as may be further amended, restated, amended and restated, or otherwise supplemented from time to time.

“**Emergency Loan Claims**” means any Claim on account of the Emergency Loans, including, for the avoidance of doubt, all accrued and unpaid interest, premiums, fees, and all other obligations, amounts, and expenses arising under or in connection with the Emergency Loan Agreement before or after the Petition Date, through the earlier of (a) the date of repayment in full of the Emergency Loan Claims, or (b) the Plan Effective Date.

“**Emergency Loans**” means the term loans made under the Emergency Loan Agreement.

“**Entity**” shall have the meaning set forth in section 101(15) of the Bankruptcy Code.

“**Execution Date**” has the meaning set forth in the preamble to this Agreement.

“**Exit Financing**” means an exit financing facility on terms acceptable to the Required Plan Sponsors.

“**Extended DIP Budget**” means cash flow budget reflecting projected cash flows through the period of nine (9) months following entry of the Interim DIP Order.

“**Final DIP Order**” means the order entered by the Bankruptcy Court approving the DIP Facilities on a final basis.

“**First Day Pleadings**” means the “first day” pleadings that the Company Parties determine are necessary or desirable to file.

“**Forecast Period**” has the meaning set forth in Section 6.02(i) of this Agreement.

“**General Unsecured Claims**” has the meaning set forth in the Restructuring Term Sheet.

“**Governmental Authority**” means any U.S. or non-U.S. federal, state, municipal, or other government, or other department, commission, board, bureau, agency, public authority, or instrumentality thereof, or any other U.S. or non-U.S. court or arbitrator, including, for the avoidance of doubt, the United States Trustee.

“**Interests**” means, collectively, the shares (or any class thereof), common stock, limited liability company interests, and any other equity, ownership, or profits interests of any Company Party, and options, warrants, rights, or other securities or agreements to acquire or subscribe for, or which are convertible into the shares (or any class thereof) of, common stock, limited liability company interests, or other equity, ownership, or profits interests of any Company Party (in each case whether or not arising under or in connection with any employment agreement).

“**Interim DIP Order**” means the order entered by the Bankruptcy Court approving the DIP Facilities on an interim basis.

“**Joinder**” means a joinder to this Agreement substantially in the form attached to this Agreement as **Exhibit D** providing, among other things, that such newly joining Person signatory thereto is bound by the terms of this Agreement. For the avoidance of doubt, any party that executes a Joinder shall be a “Party” under this Agreement in the capacity specified in such Joinder as provided therein.

“**Law**” means any federal, state, local, or foreign law (including common law), statute, code, ordinance, rule, regulation, order, ruling, or judgment, in each case, that is validly adopted, promulgated, issued, or entered by a Governmental Authority of competent jurisdiction (including the Bankruptcy Court).

“**Marketing Procedures**” has the meaning set forth in the preamble to this Agreement.

“**Milestones**” has the meaning set forth in the Restructuring Term Sheet.

“**New Common Stock**” has the meaning set forth in the Restructuring Term Sheet.

“**New Organizational Documents**” means the new organizational documents of the Reorganized Debtors, to be entered into on the Plan Effective Date, including certificates of incorporation, limited liability agreements, stockholders or shareholders agreements, operating agreements, equity subscription or purchase agreements, charters or by-laws, which shall be consistent in all material respects with this Agreement and the applicable terms of the Restructuring Term Sheet and otherwise in form and substance acceptable to the Required Plan Sponsors and the Company Parties.

“**New Stockholders Agreement**” means that certain stockholders’ agreement that will govern certain matters related to the governance of Reorganized Debtors and the New Common Stock, which shall be consistent in all material respects with the Restructuring Term Sheet and otherwise in form and substance acceptable to the Required Plan Sponsors and the Company Parties.

“**OEM Parties**” means each of (i) Stellantis N.V., (ii) Nissan Motor Co., Ltd., (iii) Volkswagen AG, (iv) Mercedes-Benz Group AG, and (v) Bayerische Motoren Werke AG.

“**Parties**” has the meaning set forth in the preamble to this Agreement.

“**Permitted Transferee**” means each transferee of any Company Claims/Interests who meets the requirements of Section 8.01 of this Agreement.

“**Person**” means an individual, an entity, a partnership, a joint venture, a limited liability company, a corporation, a trust, an unincorporated organization, a group, a Governmental Authority, or any legal entity or association.

“**Petition Date**” means the first date any of the Company Parties commences a Chapter 11 Case.

“**Plan**” has the meaning set forth in the recitals to this Agreement.

“**Plan Effective Date**” means the occurrence of the effective date of the Plan according to its terms.

“**Plan Releases**” means customary mutual releases by the Parties to be included in the Plan in form and substance reasonably acceptable to the Company Parties, the Required Ad Hoc

Lenders, the Required Consenting Senior Bank Lenders, to the extent not previously satisfied in full, the Required Consenting Emergency Lenders, and the Consenting Equity Sponsor.

**“Plan Sponsors”** means the Ad Hoc Group of Senior Lenders until entry of the Interim DIP Order and the DIP Lenders holding Tranche B Loans and Tranche C Loans (and/or commitments for such loans) subsequent to the entry of the Interim DIP Order.

**“Plan Supplement”** means the compilation of documents and forms of documents, schedules, and exhibits to the Plan that will be filed by the Debtors with the Bankruptcy Court.

**“Prepetition Agent”** means Mizuho Bank, Ltd., in its capacity as agent under the Senior Loan Agreement and in its capacity as security agent and facility agent under the Emergency Loan Agreement.

**“Proceeding”** means any action, claim, complaint, petition, suit, arbitration, mediation, alternative dispute resolution procedure, hearing, audit, examination, investigation or other proceeding by or before any Governmental Authority.

**“Qualified Marketmaker”** means an entity that (a) holds itself out to the public or the applicable private markets as standing ready in the ordinary course of business to purchase from customers and sell to customers Company Claims/Interests (or enter with customers into long and short positions in Company Claims/Interests), in its capacity as a dealer or market maker in Company Claims/Interests and (b) is, in fact, regularly in the business of making a market in claims against issuers or borrowers (including debt securities or other debt).

**“Reorganized Debtor”** means a Debtor, or any successor or assign thereto, by merger, consolidation, or otherwise, on and after the Plan Effective Date.

**“Required Ad Hoc Group Lenders”** means, as of the relevant date, at least two (2) unaffiliated members of the Ad Hoc Group of Senior Lenders collectively holding (directly or indirectly, including by participation, swap or other derivative transaction)<sup>3</sup> at least 75% of outstanding principal amount of Senior Loans held by all members of the Ad Hoc Group of Senior Lenders.

**“Required Consenting Emergency Lenders”** means, as of the relevant date, each Consenting Emergency Lender.

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<sup>3</sup> *Provided, however*, that if the counterparty to such participation, swap or other derivative transaction is also a Consenting Senior Lender, then such counterparty shall be deemed the holder of the relevant Senior Loans, unless otherwise set forth on the signature pages of the document governing the participation, swap or other derivative transaction, until the economic or beneficial interest is transferred from such counterparty to the grantor. For the avoidance of doubt, unless otherwise set forth on the signature pages hereto, Senior Loans held by a Consenting Senior Lender pursuant to a participation, swap or derivative transaction, in which Senior Loans such Consenting Senior Lender does not hold any economic or beneficial ownership, shall only be deemed to be Senior Loans bound by this Agreement and over which such Consenting Senior Lender has dispositive or voting power to the extent such counterparty sub-participant is a Consenting Senior Lender party to this Agreement.

**“Required Consenting Senior Bank Lenders”** means, as of the relevant date, Consenting Senior Bank Lenders holding at least 50.1% of the aggregate outstanding principal amount of Senior Loans held by all Consenting Senior Bank Lenders.

**“Required DIP Lenders”** has the meaning set forth in the DIP Orders.

**“Required Plan Sponsors”** means, at all times, at least two (2) unaffiliated holders of Tranche B Loans and Tranche C Loans holding at least 75% of each of the outstanding Tranche B Loans and Tranche C Loans.

**“Restructuring Expenses”** has the meaning set forth in the Restructuring Term Sheet.

**“Restructuring Transactions”** has the meaning set forth in the recitals to this Agreement.

**“Restructuring Transactions Memorandum”** has the meaning set forth in the Restructuring Term Sheet.

**“Rules”** means Rule 501(a)(1), (2), (3), and (7) of the Securities Act.

**“Second Day Pleadings”** means any “second day” pleadings that the Company Parties determine are necessary or desirable to file; *provided* that retention applications shall not be considered “second day” pleadings.

**“Securities Act”** means the Securities Act of 1933, as amended.

**“Senior Lender”** means the holders of, or nominees, investment advisors, sub-advisors, or managers of discretionary accounts that hold, from time to time, Senior Loan Claims.

**“Senior Loan Agreement”** means that certain Facility Agreement, dated as of March 23, 2017, and as amended from time to time, by and among Marelli Holdings Co., Ltd., as borrower, those lenders and arrangers party thereto, Mizuho Bank, Ltd., as Prepetition Agent, and KKR Capital Markets Japan Ltd., as the coordinator, as may be further amended, restated, amended and restated, or otherwise supplemented from time to time.

**“Senior Loan Claims”** means any Claim (whether held directly or indirectly, including by participation, swap or other derivative transaction) on account of the Senior Loan Agreement.

**“Senior Loans”** means the term and revolving loans made under the Senior Loan Agreement, including, for the avoidance of doubt, all accrued and unpaid interest, premiums, fees, and all other obligations, amounts, and expenses arising under or in connection with the Senior Loan Agreement before the Petition Date.

**“Solicitation Materials”** means, as applicable, any documents, forms, ballots, notices, and other materials provided in connection with the solicitation of votes on the Plan, as approved by the Bankruptcy Court pursuant to sections 1125 and 1126 of the Bankruptcy Code.

**“Superior Proposal”** has the meaning set forth in the Restructuring Term Sheet.

“**Termination Date**” means the date on which termination of this Agreement as to a Party is effective in accordance with Sections 11.01, 11.02, **Error! Reference source not found.** 11.02, 11.04, 11.05, and 11.06.

“**Termination Event**” means the occurrence of a termination event arising under Section 11.

“**Threshold**” has the meaning set forth in Section 6.02(i) of this Agreement.

“**Tranche A DIP Lenders**” means the holders of the Tranche A Loans under the Senior DIP Facility (as defined in the Restructuring Term Sheet), solely in their capacity as such.

“**Tranche A Loans**” has the meaning set forth in the Restructuring Term Sheet.

“**Tranche B Loans**” has the meaning set forth in the Restructuring Term Sheet.

“**Tranche C Loans**” has the meaning set forth in the Restructuring Term Sheet.

“**Transfer**” means to sell, resell, reallocate, use, pledge, assign, transfer, hypothecate, participate, donate or otherwise encumber or dispose of, directly or indirectly (including through derivatives, options, swaps, pledges, forward sales or other transactions); *provided, however*, that any pledge in favor of a bank or broker dealer at which a Consenting Stakeholder maintains an account, where such bank or broker dealer holds a security interest or other encumbrance over property in the account generally shall not be deemed a “Transfer” for any purposes hereunder.

“**Transfer Agreement**” means an executed form of the transfer agreement providing, among other things, that a transferee is bound by the terms of this Agreement and substantially in the form attached hereto as **Exhibit C**.

“**United States Trustee**” means the Office of the U.S. Trustee for the District of Delaware.

1.02. Interpretation. For purposes of this Agreement:

(a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender;

(b) capitalized terms defined only in the plural or singular form shall nonetheless have their defined meanings when used in the opposite form;

(c) unless otherwise specified, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions;

(d) unless otherwise specified, any reference herein to an existing document, schedule, or exhibit shall mean such document, schedule, or exhibit, as it may have been or may be amended, restated, supplemented, or otherwise modified from time to time; *provided* that any capitalized terms herein which

are defined with reference to another agreement, are defined with reference to such other agreement as of the date of this Agreement, without giving effect to any termination of such other agreement or amendments to such capitalized terms in any such other agreement following the Execution Date;

(e) unless otherwise specified, all references herein to “Sections” are references to Sections of this Agreement;

(f) the words “herein,” “hereof,” and “hereto” refer to this Agreement in its entirety rather than to any particular portion of this Agreement;

(g) captions and headings to Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of this Agreement;

(h) references to “shareholders,” “directors,” and/or “officers” shall also include “members” and/or “managers,” as applicable, as such terms are defined under the applicable limited liability company Laws;

(i) the use of “include” or “including” is without limitation, whether stated or not; and

(j) the phrase “counsel to the Consenting Stakeholders” refers in this Agreement to each counsel specified in Section 13.10 of this Agreement other than counsel to the Company Parties.

**Section 2. *Effectiveness of this Agreement.*** This Agreement shall become effective and binding upon each of the parties that has executed and delivered counterpart signature pages to this Agreement on the Agreement Effective Date, which is the date on which all of the following conditions have been satisfied or waived in accordance with this Agreement:

(a) each of the Company Parties shall have executed and delivered counterpart signature pages of this Agreement to counsel to each of the Parties;

(b) the following shall have executed and delivered counterpart signature pages of this Agreement:

(i) holders of at least 75% of Senior Loans;

(ii) Mizuho Bank, Ltd., in its capacity as holder of Emergency Loans;

(iii) the Plan Sponsors; and

(iv) the Consenting Equity Sponsor; and

(c) the Company Parties shall have paid in full to the counsel and financial advisors to the Consenting Stakeholders party hereto and the Prepetition Agent as of the Agreement Effective Date all fees and all expenses for which an invoice has been received by the Company Parties prior to the Agreement Effective Date.

**Section 3. *Definitive Documents.***

3.01. The Definitive Documents governing the Restructuring Transactions shall include the following:

- (a) the First Day Pleadings, the Second Day Pleadings and all orders sought pursuant thereto;
- (b) all motions, filings, documents, and agreements related to the DIP Facilities, including the DIP Term Sheets, the DIP Commitment Letters, the DIP Motion, the DIP Orders, the DIP Credit Agreements and the DIP Documents;
- (c) all motions, filings, documents, and agreements related to the Plan, including without limitation, the Disclosure Statement, the Disclosure Statement Order and the Solicitation Materials, the Plan, the Confirmation Order, and the Plan Supplement, and the Plan Releases;
- (d) the Marketing Procedures;
- (e) the Restructuring Transactions Memorandum;
- (f) all documents and agreements related to Exit Financing;
- (g) the New Organizational Documents;
- (h) the New Stockholders Agreement;
- (i) such other definitive documentation as is necessary or desirable to consummate the Restructuring Transactions;
- (j) any other material exhibits, schedules, amendments, modifications, supplements, appendices, or other documents and/or agreements relating to any of the foregoing; and
- (k) any and all other deeds, agreements, filings, notifications, pleadings, orders, certificates, letters, instruments or other documents reasonably necessary or desirable to consummate and document the transactions contemplated by this Agreement or the Restructuring Transactions (including any exhibits, amendments, modifications, or supplements from time to time).

3.02. The Definitive Documents not executed or in a form attached to this Agreement as of the Execution Date remain subject to negotiation and completion. Upon completion, the Definitive Documents and every other document, deed, agreement, filing, notification, letter, or instrument related to the Restructuring Transactions shall contain terms, conditions, representations, warranties, and covenants consistent with the terms of this Agreement, as they may be modified, amended, or supplemented in accordance with Section 12 of this Agreement. Further, the Definitive Documents not executed or in a form attached to this Agreement as of the Execution Date shall otherwise be in form and substance, including with respect to any amendment, modification or supplement thereto, reasonably acceptable to:

- (a) the Company Parties;
- (b) the Required Plan Sponsors;
- (c) the Required Ad Hoc Group Lenders;

(d) solely (i) with respect to any Definitive Document that relates to a period prior to the Plan Effective Date (or a portion thereof) (including, for the avoidance of doubt, provisions of the documents related to the DIP Facilities and the documents set forth in Section 3.01(b)) regarding the treatment of the Emergency Loans thereunder) and (ii) to the extent the Senior Loans and the Emergency Loans, as applicable, have not been previously satisfied in full, the Required Consenting Emergency Lenders and the Required Consenting Senior Bank Lenders; and

(e) the Consenting Equity Sponsor, but only with respect to (i) any Definitive Document (or a portion thereof) that relates to the Consenting Equity Sponsor's rights, obligations, or treatment under this Agreement, the Plan, or any other Definitive Document, (ii) the release, indemnification, or insurance provisions under this Agreement, the Plan, or any other Definitive Document, and (iii) the Restructuring Transaction Memorandum.

#### **Section 4. *Commitments of the Consenting Stakeholders.***

##### **4.01 General Commitments, Forbearances, and Waivers.**

(a) During the Agreement Effective Period, each Consenting Stakeholder severally, and not jointly, agrees, in respect of all of its Company Claims/Interests (where applicable), to:

(i) support the Restructuring Transactions, including any foreign recognition and enforcement proceedings initiated by the Company Parties, and vote and exercise any powers or rights available to it (including in any board, shareholders', or creditors' meeting or in any process requiring voting or approval to which they are legally entitled to participate) in each case in favor of any matter requiring approval to the extent reasonably necessary to implement the Restructuring Transactions;

(ii) use commercially reasonable efforts to cooperate with the Company Parties in obtaining additional support for the Restructuring Transactions from the Company Parties' other stakeholders;

(iii) use commercially reasonable efforts to oppose any party or Person from taking any actions contemplated in Section 4.01(b);

(iv) refrain from changing, revoking, amending, or withdrawing (or causing such change, revocation, amendment, or withdrawal of) any vote or election referred to in clause (i) above except as otherwise permitted pursuant to this Agreement (including upon the occurrence of a Consenting Stakeholder Termination Event);

(v) negotiate in good faith and use commercially reasonable efforts to execute and deliver any appropriate additional or alternative provisions or agreements to address any legal,

financial, or structural impediment that may arise that would prevent, hinder, impede, delay, or are necessary to effectuate the consummation of, the Restructuring Transactions;

(vi) use commercially reasonable efforts to give any notice, order, instruction, or direction to the applicable agents necessary to give effect to the Restructuring Transactions; and

(vii) negotiate in good faith to execute and implement the Definitive Documents that are consistent with this Agreement.

(b) During the Agreement Effective Period, each Consenting Stakeholder severally, and not jointly, agrees, in respect of all of its Company Claims/Interests (where applicable), that it shall not directly or indirectly:

(i) object to, challenge, encourage or support any challenge or delay, impede, or take any other action the intended purpose of which is to interfere with acceptance, implementation, or consummation of the Restructuring Transactions or any petitions or application, including any retention applications of professionals retained by the Company Parties, to any courts, in each case which are contemplated by this Agreement or the Restructuring Term Sheet and which are reasonably necessary to support, facilitate, implement, consummate, or otherwise give effect to the Restructuring Transactions;

(ii) either itself or through any representatives or agents seek, solicit, initiate, encourage (including by furnishing information), induce, negotiate, facilitate, continue, or respond to Alternative Restructuring Proposals (other than a Superior Proposal) from or with any Entity or propose, file, support, consent to, seek formal or informal credit committee approval of, or vote for Alternative Restructuring Proposals (and shall immediately inform the other Consenting Stakeholders of any notification of an Alternative Restructuring Proposal); *provided* that the Consenting Stakeholders or their advisors may consult with the Company Parties at the time the Company Parties are making the determination whether to exercise their fiduciary duties to accept and enter into (or seek authorization from the Bankruptcy Court to enter into) a commitment supported by the board of directors, board of managers, or such similar governing body of any Company Party with respect to an Alternative Restructuring Proposal;

(iii) propose, file, support, or vote for any Alternative Restructuring Proposal (other than a Superior Proposal);

(iv) take any other actions in direct contravention of this Agreement, the Plan, or the Definitive Documents, or to the material detriment of the Restructuring Transactions, or file and/or initiate any Proceedings (including any Proceedings in non-U.S. jurisdictions) in support thereof;

(v) modify the Definitive Documents, in whole or in part, in a manner that is not consistent with this Agreement in all material respects;

(vi) file any motion, pleading, or other document with the Bankruptcy Court or any other court (including any modifications or amendments thereof) that, in whole or in part, is not materially consistent with this Agreement or the Plan;

(vii) initiate, or have initiated on its behalf, any litigation or proceeding of any kind with respect to the Chapter 11 Cases, this Agreement, or the other Restructuring Transactions contemplated herein against the Company Parties or the other Parties other than to enforce this Agreement or any Definitive Document or as otherwise permitted under this Agreement;

(viii) exercise, or direct any other person to exercise, any right or remedy for the enforcement, collection, or recovery of any of Claims against or Interests in the Company Parties;

(ix) object to any First Day Pleadings and Second Day Pleadings consistent with this Agreement filed by the Debtors in furtherance of the Restructuring Transactions, including any motion seeking approval of the Debtors' postpetition financing;

(x) object to or commence any legal proceeding challenging the liens or claims (including the priority thereof) granted or proposed to be granted to participants on account Debtors' postpetition financing; or

(xi) object to, delay, impede, or take any other action to interfere with the Company Parties' ownership and possession of their assets, wherever located, or violate or interfere with the automatic stay arising under section 362 of the Bankruptcy Code.

(c) Each Consenting Stakeholder severally, and not jointly, agrees, in respect of all of its Company Claims/Interests (where applicable) that:

(i) the provisions of the DIP Orders governing the creation, perfection, and subordination of liens or claims, application or turnover of proceeds or distributions, other intercreditor rights, and similar provisions, including but not limited to, those certain DIP Order provisions which shall be substantially similar to those set forth on Annex A to the Senior DIP Term Sheet setting forth paragraphs 5 (DIP Liens), 6 (DIP Superpriority Claims), 10 (No Marshaling/Application of Proceeds), 18 (Remedies upon a DIP Termination Event), 21 (Preservation of Rights Granted Under this Interim Order), 27 (Turnover), 29 (Insurance) and 31 (Credit Bidding) (collectively, the "**DIP Subordination Provisions**"), are hereby incorporated by reference in this Agreement and will be effective as if fully set forth herein;

(ii) such Consenting Stakeholder irrevocably consents to the DIP Subordination Provisions; and

(iii) this Agreement is a "subordination agreement" under Section 510(a) of the Bankruptcy Code or any similar provision of any Bankruptcy Rules or other bankruptcy Laws.

4.02. Commitments with Respect to Chapter 11 Cases.

(a) During the Agreement Effective Period, each Consenting Stakeholder severally, and not jointly, agrees, in respect of all of its Company Claims/Interests, to:

(i) consent to and otherwise support the DIP Facilities, including the DIP Motion, the DIP Orders, the DIP Credit Agreements, the DIP Documents, and any Definitive Documents related to the foregoing;

(ii) consent to the Marketing Procedures and the marketing process contemplated thereunder;

(iii) to the extent entitled to vote to accept or reject the Plan pursuant to its terms, subject to receipt, whether before or after commencement of the Chapter 11 Cases, of the Solicitation Materials, vote (or instruct its proxy or any other party legally entitled vote on its behalf) each of its Company Claims/Interests to accept and support the Plan by delivering its duly executed and completed ballot accepting the Plan on a timely basis following the commencement of the solicitation of the Plan and its actual receipt of the Solicitation Materials and the ballot;

(iv) consent to and otherwise support any Superior Proposal that the Company may pursue, including through submitting a vote to accept the Plan contemplating a Superior Proposal; *provided*, that nothing under this Section 4.02(a)(iv) shall limit the rights of any Consenting Stakeholder in its capacity as a DIP Lender in connection with any Superior Proposal;

(v) support the mutual release and exculpation provisions to be provided in the Plan;

(vi) support any foreign recognition and enforcement proceeding;

(vii) to the extent it is permitted to elect whether to opt out of the releases set forth in the Plan, elect not to opt out of the releases, or, to the extent applicable, elect to opt in to the releases set forth in the Plan, in each case by timely delivering its duly executed and completed ballot(s) indicating such election; and

(viii) not change, withdraw, amend, or revoke (or cause to be changed, withdrawn, amended, or revoked) any consent, vote, or election referred to in clauses (i) through (vii) above.

(b) During the Agreement Effective Period, each Consenting Stakeholder, in respect of each of its Company Claims/Interests (where applicable), will support, and will not directly or indirectly object to, delay, impede, or take any other action to interfere with any motion or other pleading or document filed by a Company Party in the Bankruptcy Court that is consistent with this Agreement.

**Section 5. *Additional Provisions Regarding the Consenting Stakeholders' Commitments.***

Notwithstanding anything contained in this Agreement, nothing in this Agreement shall: (a) affect the ability of any Consenting Stakeholder to consult with any other Consenting Stakeholder, the Company Parties, or any other party in interest in the Chapter 11 Cases (including any official

committee and the United States Trustee); (b) impair or waive the rights of any Consenting Stakeholder to assert or raise any objection permitted under this Agreement in connection with the Restructuring Transactions; (c) prevent any Consenting Stakeholder from enforcing this Agreement or contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, this Agreement, including any default of the Debtors; (d) from and after a Termination Date, obligate a Consenting Stakeholder to deliver any vote in support of the Restructuring Transactions or prohibit a Consenting Stakeholder from withdrawing any such vote, in each case; *provided* that upon the withdrawal of any such vote after a Termination Date (other than a Termination Date as a result of the Plan Effective Date), such vote shall be deemed *void ab initio* and such Consenting Stakeholder shall have the opportunity to change its vote; (e) prevent any Consenting Stakeholder from taking any action which is required by applicable Law; (f) require any Consenting Stakeholder to take any action which is prohibited by applicable Law or to waive or forego the benefit of any applicable legal professional privilege; (g) require any Consenting Stakeholder to incur any expenses, liabilities, or other obligations, or agree to any commitments, undertakings, concessions, indemnities or other arrangements that could result in expenses, liabilities, or other obligations; (h) prevent any Consenting Stakeholder by reason of this Agreement or the Restructuring Transactions from making, seeking, or receiving any regulatory filings, notifications, consents, determinations, authorizations, permits, approvals, licenses, or the like; (i) prohibit any Consenting Stakeholder from taking any action that is not inconsistent with this Agreement; or (j) limit, condition or restrict the applicable Consenting Stakeholder, in their capacities as lenders under the DIP Credit Agreements from (i) exercising any rights and remedies under the DIP Documents (and any related credit documents, including the DIP Orders), (ii) waiving or forbearing with respect to any “Default” or “Event of Default” under and as defined in the DIP Documents (and any related credit documents, including the DIP Orders), (iii) amending, modifying, or supplementing the DIP Documents (and any related credit documents) in accordance with the terms thereof and the consent rights set forth herein or (iv) refusing to make additional advances under the DIP Documents (and any related credit documents, including the DIP Orders) consistent with the terms of the applicable DIP Documents.

## **Section 6. *Commitments of the Company Parties.***

6.01. Affirmative Commitments. Except as set forth in Section 7, during the Agreement Effective Period, the Company Parties agree to:

(a) support and take all steps reasonably necessary and desirable to implement and consummate the Restructuring Transactions in accordance with the terms, conditions and applicable deadlines set forth in this Agreement;

(b) to the extent any legal or structural impediment arises that would prevent, hinder, or delay the consummation of the Restructuring Transactions contemplated herein, take all steps reasonably necessary and desirable to address any such impediment;

(c) use commercially reasonable efforts to obtain any and all required regulatory, governmental and/or third-party approvals that are necessary or reasonably advisable to effectuate and consummate for the Restructuring Transactions;

(d) negotiate in good faith to execute and deliver the Definitive Documents and any other agreements that are necessary or reasonably advisable to effectuate and consummate the Restructuring Transactions as contemplated by this Agreement;

(e) use commercially reasonable efforts to seek and obtain additional support for the Restructuring Transactions from the Company Parties' other stakeholders and cooperate with the Consenting Stakeholders in respect thereto;

(f) use commercially reasonable efforts to seek and obtain agreements between the Company Parties and OEM Parties on go-forward arrangements in consultation with the Plan Sponsors;

(g) maintain its good standing under the Laws of the states or jurisdictions in which each Company Party is incorporated or organized;

(h) except as otherwise set forth in this Agreement, operate their business and operations in the ordinary course in a manner that is consistent with its past practices and this Agreement but taking into consideration the effects of the Chapter 11 Cases, and use commercially reasonable efforts to preserve intact the Company Parties' business organization and relationships with third parties (including, without limitation, suppliers, customers, and governmental and regulatory authorities and employees) consistent with this Agreement and the Restructuring Transactions, and timely consult with and provide prior notice and updates to, the Ad Hoc Group Advisors and any advisors to the Consenting Senior Bank Lenders and the Consenting Emergency Lenders with respect to any material development in connection with any Company Party, including, without limitation, businesses, operations (including, without limitation, material changes to the cash management system, employee benefit programs, and insurance and surety programs), material expenditures, and relationships with material third parties (including, without limitation, co-owners, vendors, lessors, and customers); *provided* that the Parties expressly acknowledge that undertaking the Chapter 11 Cases and Restructuring Transactions will require the Company Parties to, among other things, undertake certain actions outside of the ordinary course of business to effectuate the Restructuring Transactions, and no action made by the Company Parties specifically contemplated by this Agreement shall constitute a breach of the commitment set forth in this Section 6.01(h);

(i) cooperate in good faith and in a timely manner with the Consenting Stakeholders with respect to any documentation or information requests they may reasonably request to facilitate the Restructuring Transactions, including regarding the Company Parties' business operations and the status of the Restructuring Transactions, subject to any applicable confidentiality restrictions and subject to appropriate agreements of the Consenting Stakeholders to maintain the confidentiality of such information, including providing and directing their employees, officers, advisors and other representatives to provide to the Consenting Stakeholders and their legal, financial, and other advisors (i) reasonable access to the Company Parties' books and records during normal business hours on reasonable advance notice to the Company Parties' representatives and without disruption to the operation of the Company Parties' business, (ii) reasonable access to the management and advisors of the Company Parties on reasonable advance notice to such persons and without disruption to the operation of the Company Parties' business and (iii) such other information as reasonably requested, including site visits;

(j) cooperate in good faith and coordinate with the Required Plan Sponsors, the Ad Hoc Group of Senior Lenders, and the Consenting Equity Sponsor to structure and implement the Restructuring Transactions in a tax efficient manner reasonably acceptable to the Required Ad Hoc Group Lenders, the Required Plan Sponsors, the Consenting Equity Sponsor, and the Debtors;

(k) after the Agreement Effective Date, to the extent authorized and permitted by the DIP Order, timely pay in full and in cash all Restructuring Expenses when properly incurred and invoiced and continue to pay such amounts as they come due;

(l) enter into engagement letters with advisors, search firms, and business and other consultants in connection with the Restructuring Transactions and cooperate in good faith with such advisors, search firms, and consultants with respect to any documentation or information requests they may reasonably request to facilitate their advice and/or services; *provided* that the foregoing must be reasonably acceptable to the Required Plan Sponsors and the Company Parties;

(m) provide draft copies of all Definitive Documents and any material motions (excluding, among other things, monthly or quarterly operating reports, retention applications, fee applications, fee statements, and any declarations in support thereof or related thereto) or pleadings to the Ad Hoc Group Advisors, the Consenting Equity Sponsor, any advisors to the Consenting Senior Bank Lenders, and the Consenting Emergency Lenders as soon as reasonably practicable, but in no event less than two (2) days prior to the date when the Company Parties intend to file such documents, and, without limiting any approval rights set forth herein, consult in good faith with the Ad Hoc Group Advisors, the Consenting Equity Sponsor, and any advisors to the Consenting Senior Bank Lenders and the Consenting Emergency Lenders regarding the form and substance of any such proposed filing; *provided, however*, that in the event that not less than two Business Days' notice is impossible or impracticable under the circumstances, the Company Parties shall provide draft copies of any motions or other pleadings to the Ad Hoc Group Advisors, the Consenting Equity Sponsor, and any advisors to the Consenting Senior Bank Lenders and the Consenting Emergency Lenders as soon as otherwise practicable before the date when the Company Parties intend to file any such motion or other pleading;

(n) inform counsel to each of the Consenting Stakeholders as soon as reasonably practicable (with email being sufficient), but not later than one (1) Business Day, after becoming aware of: (i) a Company Party's receipt of any proposal or expression of interest with respect to any Alternative Restructuring Proposal and provide a copy of such proposal in accordance with **Section Error! Reference source not found.** hereof; (ii) the occurrence, or failure to occur, of any event of which a Company Party has knowledge which the occurrence or failure to occur of any such event would be reasonably likely to permit any Party to terminate, or would result in the termination of, this Agreement; (iii) receipt of any written notice from any third party alleging that the consent of such party is or may be required in connection with the transactions contemplated by the Restructuring Transactions; (iv) receipt of any written notice from any governmental or regulatory body regarding any approval necessary to consummate the Restructuring Transactions; (v) any matter or circumstance which a Company Party knows or believes is reasonably likely to be a material impediment to the implementation or consummation of the Restructuring Transactions; (vi) any notice of any commencement of any proceeding (including any Bankruptcy Proceeding) commenced, or, to the actual knowledge of a Company Party, threatened against a Company Party, relating to or involving or otherwise affecting in any material respect the

Restructuring Transactions; (vii) a breach of this Agreement; and (viii) any representation or statement made or deemed to be made by the Company Parties under this Agreement which is or proves to have been incorrect or misleading in any material respect when made or deemed to be made;

(o) stipulate to the allowance and amounts of the Senior Loan Claims and, to the extent applicable, validity of the liens securing such Claims to the extent set forth in the DIP Orders;

(p) to the extent applicable, oppose and, if necessary, timely file a formal objection to any motion filed with the Bankruptcy Court by a third party seeking the entry of an order: (i) directing the appointment of a trustee or examiner (with expanded powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code); (ii) converting the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code; or (iii) dismissing the Chapter 11 Cases;

(q) to the extent applicable, if the Debtors execute definitive documentation with respect to a Superior Proposal in accordance with these marketing procedures, support the Superior Proposal in accordance with the terms and conditions of this Agreement;

(r) to the extent Mizuho Bank, Ltd., in its capacity as a Cash Management Bank, continues to provide services (including, among other things, cash management, factoring, guaranty, and other related services of each of the foregoing) to the Company Parties on a post-petition basis, timely comply with all obligations of the Company Parties (including payment obligations) under the applicable agreements or otherwise in connection with the Cash Management System;

(s) facilitate the Plan Sponsor's reasonable due diligence requests regarding the scope and amount of General Unsecured Claims; and

(t) to the extent applicable, oppose and, if necessary, timely file a formal objection to any motion filed with the Bankruptcy Court by a third party seeking the entry of an order modifying or terminating the Company Parties' exclusive right to file and/or solicit acceptances of a plan of reorganization, as applicable.

6.02. Negative Commitments. Except as set forth in Section 7 of this Agreement, during the Agreement Effective Period, each of the Company Parties shall not directly or indirectly:

(a) object to, delay, impede, or take any other action to interfere with acceptance, implementation, or consummation of the Restructuring Transactions;

(b) except for any actions related to any investigation by the Company Parties, take any action that is inconsistent in any material respect with, or is intended to frustrate or impede approval, implementation, and consummation of the Restructuring Transactions described in this Agreement or the Plan;

(c) seek to enter into, amend or modify the Definitive Documents, in whole or part, in a manner that is not consistent with this Agreement in all material respects;

(d) engage in any merger, consolidation, disposition, acquisition, investment, dividend, incurrence of indebtedness, or other similar transaction outside the ordinary course of business;

(e) reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code absent consent of the Required Plan Sponsors, the Required Ad Hoc Group of Senior Lenders, the Required Consenting Senior Bank Lenders, and, to the extent not previously satisfied in full, the Required Consenting Emergency Lenders;

(f) except for any actions specifically contemplated by this Agreement and required for the implementation of the Restructuring Transactions, enter into any material contract or agreement with any supplier, customer or joint venture partner, or amend, waive, or terminate any such existing agreement, outside the ordinary course of business;

(g) with respect to the Company Parties' executive officers or other insiders, enter into or amend any employee benefit, deferred compensation, incentive, retention, bonus, transition services, or other compensatory arrangements, policies, programs, practices, plans (including key employee incentive programs, key employee retention plans, or plans of similar nature), or agreements, including offer letters, employment agreements, consulting agreements, severance agreements, or change in control agreements or file a motion or seek other approval with respect to any of the foregoing;

(h) file any motion, pleading, or Definitive Documents with the Bankruptcy Court or any other court (including any modifications or amendments thereof) that, in whole or in part, is not materially consistent with this Agreement or is otherwise not in form and substance acceptable in accordance with terms set forth in Section 3.02 of this Agreement; and

(i) repay all or any portion of the Emergency Loan Claims if the Extended DIP Budget (*i.e.*, the pro forma forecast for the nine months following the Petition Date (the "Forecast Period")) reflects that such payment results in the line-item "Adjusted Liquidity" ("Adjusted Liquidity") falling below a \$250,000,000.00 threshold (the "Threshold" and the date that the Company Parties' Adjusted Liquidity during the Forecast Period shall be tested against the Threshold, the "Cash Test Date") during the Forecast Period. Notwithstanding the foregoing or anything to the contrary herein, and for the avoidance of doubt, (i) the Cash Test Date shall occur no later than five (5) business days prior to the final DIP hearing, (ii) if, on the Cash Test Date, the Extended DIP Budget reflects that payment in full of the Emergency Loan Claims results in the Adjusted Liquidity falling below the Threshold during the Forecast Period, then the final DIP hearing shall be adjourned by at least ten (10) business days, and (iii) if no agreement with respect to repayment of the Emergency Loan Claims is reached between the Company Parties and Ad Hoc Group of Senior Lenders and the Required Consenting Emergency Lenders by at least five (5) business days prior to the adjourned final DIP hearing, then each Consenting Emergency Lender shall have the right to terminate this Agreement with respect to such Consenting Emergency Lender. If the Emergency Loan Claims are not repaid in full in cash by the applicable Milestone, then each Consenting Emergency Lender shall have the right to terminate this Agreement as to such Consenting Emergency Lender as set forth in section 11.02(f) of this Agreement.

**Section 7. *Additional Provisions Regarding Company Parties' Commitments.***

7.01. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall require a Company Party or the board of directors, board of managers, or similar governing body (including a special committee of any such body) of a Company Party, after consulting with counsel, to take any action or to refrain from taking any action with respect to the Restructuring Transactions to the extent taking or failing to take such action would be inconsistent with applicable Law or its fiduciary obligations under applicable Law, and any such action or inaction pursuant to this Section 7.01 shall not be deemed to constitute a breach of this Agreement. The Company Parties shall notify counsel to the Consenting Stakeholders of any such determination at least twenty-four (24) hours after taking such action or inaction. This Section 7.01 shall not impede any Party's right to terminate this Agreement pursuant to Section 11 of this Agreement.

7.02. Notwithstanding anything to the contrary in this Agreement (but subject to Section 7.01), each Company Party and their respective directors, officers, employees, investment bankers, attorneys, accountants, consultants, and other advisors or representatives shall have the rights to: (a) solicit, consider, respond to, and facilitate Alternative Restructuring Proposals; (b) provide access to non-public information concerning any Company Party to any Entity or enter into Confidentiality Agreements or nondisclosure agreements with any Entity; (c) maintain or continue discussions or negotiations with respect to Alternative Restructuring Proposals; (d) otherwise cooperate with, assist, participate in, or facilitate any inquiries, proposals, discussions, or negotiation of Alternative Restructuring Proposals; and (e) enter into or continue discussions or negotiations with holders of Claims against or Interests in a Company Party (including any Consenting Stakeholder), any other party in interest in the Chapter 11 Cases (including any official committee and the United States Trustee), or any other Entity regarding any of the Company Parties or the Alternative Restructuring Proposals.

7.03. Nothing in this Agreement shall: (a) impair or waive the rights of any Company Party to assert or raise any objection permitted under this Agreement in connection with the Restructuring Transactions; or (b) prevent any Company Party from enforcing this Agreement or contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, this Agreement.

**Section 8. *Transfer of Interests and Securities.***

8.01. During the Agreement Effective Period, no Consenting Stakeholder shall Transfer any ownership (including any beneficial ownership as defined in the Rule 13d-3 under the Securities Exchange Act of 1934, as amended) in any Company Claims/Interests to any affiliated or unaffiliated party, including any party in which it may hold a direct or indirect beneficial or economic interest (including by participating, swap or other derivative transactions), unless:

(a) in the case of any Company Claims/Interests, the authorized transferee is either (1) a qualified institutional buyer as defined in Rule 144A of the Securities Act, (2) a non-U.S. person in an offshore transaction as defined under Regulation S under the Securities Act, (3) an institutional accredited investor (as defined in the Rules), or (4) a Consenting Stakeholder; and

(b) either (i) the transferee executes and delivers to counsel to the Company Parties, at or before the time of the proposed Transfer, a Transfer Agreement or (ii) the transferee is a Consenting Stakeholder and the transferee provides notice of such Transfer (including the amount and type of Company Claim/Interest Transferred) to counsel to the Company Parties at or before the time of the proposed Transfer.

8.02. Upon compliance with the requirements of Section 8.01 of this Agreement and delivery of a duly executed Transfer Agreement to the Company Parties, the transferor shall be deemed to relinquish its rights (and be released from its obligations) under this Agreement to the extent of the rights and obligations in respect of such transferred Company Claims/Interests. Any Transfer in violation of Section 8.01 of this Agreement shall be void *ab initio*.

8.03. This Agreement shall in no way be construed to preclude the Consenting Stakeholders from acquiring additional Company Claims/Interests; *provided, however*, that (a) such additional Company Claims/Interests shall automatically and immediately upon acquisition by a Consenting Stakeholder be deemed subject to the terms of this Agreement (regardless of when or whether notice of such acquisition is given to counsel to the Company Parties or counsel to the Consenting Stakeholders) and (b) such Consenting Stakeholder must provide notice of such acquisition (including the amount and type of Company Claim/Interest acquired) to counsel to the Company Parties within five (5) Business Days of such acquisition.

8.04. This Section 8 shall not impose any obligation on any Company Party to issue any “cleansing letter” or otherwise publicly disclose information for the purpose of enabling a Consenting Stakeholder to Transfer any of its Company Claims/Interests. Notwithstanding anything to the contrary herein, to the extent a Company Party and another Party have entered into a Confidentiality Agreement, the terms of such Confidentiality Agreement shall continue to apply and remain in full force and effect according to its terms, and this Agreement does not supersede any rights or obligations otherwise arising under such Confidentiality Agreements.

8.05. Notwithstanding Section 8.01 of this Agreement, a Qualified Marketmaker that acquires any Company Claims/Interests with the purpose and intent of acting as a Qualified Marketmaker for such Company Claims/Interests shall not be required to execute and deliver a Transfer Agreement in respect of such Company Claims/Interests if (i) such Qualified Marketmaker subsequently transfers such Company Claims/Interests (by purchase, sale assignment, participation, or otherwise) within ten (10) Business Days of its acquisition to a transferee that is an entity that is not an affiliate, affiliated fund, or affiliated entity with a common investment advisor; (ii) the transferee otherwise is a Permitted Transferee under Section 8.01; and (iii) the Transfer otherwise is a Permitted Transfer under Section 8.01. To the extent that a Consenting Stakeholder is acting in its capacity as a Qualified Marketmaker, it may Transfer (by purchase, sale, assignment, participation, or otherwise) any right, title or interests in Company Claims/Interests that the Qualified Marketmaker acquires from a holder of the Company Claims/Interests who is not a Consenting Stakeholder without the requirement that the transferee be a Permitted Transferee.

8.06. From the Agreement Effective Date until the Termination Date, the Consenting Equity Sponsor shall not (a) claim any worthless stock deduction for U.S. federal income tax purposes with respect to the Interests of Marelli or its subsidiaries for any tax period ending prior

to the Termination Date, nor (b) acquire or pledge, encumber, assign, sell, or otherwise Transfer, offer, or contract to pledge, encumber, assign, sell, or otherwise Transfer, in whole or in part, directly or indirectly (including, for the avoidance of doubt, constructively owned Interests based on the application of Section 382(l)(3) of the Internal Revenue Code), any portion of its right, title, or interests in any of its Interests, or any other interest treated as equity for U.S. federal income tax purposes, to the extent such acquisition or Transfer (including any such pledge, encumbrance, assignment, sale, or other transaction or event) could result in an “ownership change” of Marelli or its subsidiaries for purposes of Section 382 of the Internal Revenue Code of 1986, as amended.

8.07. Notwithstanding anything to contrary in this Agreement, any Transfer of Company Claims/Interests shall be required to be made in compliance with any other agreement among the Consenting Stakeholders that is in full force and effect as of the date of any such Transfer.

8.08. Notwithstanding anything to the contrary in this Section 8, the restrictions on Transfer set forth in this Section 8 shall not apply to (i) the grant of any liens or encumbrances on any claims and interests in favor of a bank or broker-dealer holding custody of such claims and interests in the ordinary course of business and which lien or encumbrance is released upon the Transfer of such claims and interests or (ii) Tranche A Loans.

**Section 9. *Representations and Warranties of Consenting Stakeholders.*** Each Consenting Stakeholder severally, and not jointly, represents and warrants that, as of the date such Consenting Stakeholder executes and delivers this Agreement:

(a) it is the beneficial, economic interest or record owner, whether held directly or indirectly, including by participation, swap or other derivative transaction (which shall be deemed to include any unsettled trades) of the face amount of the Company Claims/Interests or is the nominee, investment manager, or advisor for holders of the Company Claims/Interests (held directly or indirectly, including by participation, swap or other derivative transaction) reflected in, and, having made reasonable inquiry, is not the beneficial, economic interests or record owner of any Company Claims/Interests other than those reflected in, such Consenting Stakeholder’s signature page to this Agreement, Joinder, or a Transfer Agreement, as applicable (as may be updated pursuant to Section 8 of this Agreement);

(b) it has (or, upon the settlement of unsettled trades, completion of the elevation of its sub-participation position or close out of its derivative position, will have) the full power and authority to act on behalf of, vote and consent to (or the power to direct those actions) matters concerning, such Company Claims/Interests (except as set forth on the signature pages attached hereto);

(c) such Company Claims/Interests are free and clear of any pledge, lien, security interest, charge, claim, equity, option, proxy, voting restriction, right of first refusal, or other limitation on disposition, transfer, or encumbrances of any kind, that would materially adversely affect in any way such Consenting Stakeholder’s ability to perform any of its obligations under this Agreement at the time such obligations are required to be performed;

(d) it has, or upon the completion of the elevation of its sub-participation position or close out of its derivative position, will have the full power to vote, approve changes to, and

transfer all of its Company Claims/Interests referable to it as contemplated by this Agreement subject to applicable Law (except as set forth on the signature pages attached hereto); and

(e) solely with respect to holders of Company Claims/Interests, (i) it is either (A) a qualified institutional buyer as defined in Rule 144A of the Securities Act, (B) not a U.S. person (as defined in Regulation S of the Securities Act), or (C) an institutional accredited investor (as defined in the Rules), and (ii) any securities acquired by the Consenting Stakeholder in connection with the Restructuring Transactions will have been acquired for investment and not with a view to distribution or resale in violation of the Securities Act.

**Section 10. *Mutual Representations, Warranties, and Covenants.***

10.01. Each of the Parties severally, and not jointly, represents, warrants, and covenants to each other Party that, as of the date such Party executed and delivers this Agreement:

(a) it is validly existing and in good standing (if applicable) under the Laws of the jurisdiction of its organization, and this Agreement is a legal, valid, and binding obligation of such Party, enforceable against it in accordance with its terms, except as enforcement may be limited by applicable Laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability;

(b) except as expressly provided in this Agreement, the Plan, and the Bankruptcy Code, no consent or approval is required by any other person or entity in order for it to effectuate the Restructuring Transactions contemplated by, and perform its respective obligations under, this Agreement;

(c) the entry into and performance by it of, and the transactions contemplated by, this Agreement do not, and will not, conflict in any material respect with any Law or regulation applicable to it or with any of its articles of association, memorandum of association or other constitutional documents;

(d) except as expressly provided in this Agreement, it has (or will have, at the relevant time) all requisite corporate or other power and authority to enter into, execute, and deliver this Agreement and to effectuate the Restructuring Transactions contemplated by, and perform its respective obligations under, this Agreement; and

(e) except as expressly provided by this Agreement, it is not party to any restructuring or similar agreements or arrangements with the other Parties to this Agreement that have not been disclosed to all Parties to this Agreement.

**Section 11. *Termination Events.***

11.01. Plan Sponsors and Consenting Senior Bank Lenders Termination Events. This Agreement may be terminated with respect to (i) the Plan Sponsors, by the Required Plan Sponsors and (ii) the Consenting Senior Bank Lenders, by the Required Consenting Senior Bank Lenders by

the delivery to the Company Parties of a written notice in accordance with Section 13.10 hereof upon the occurrence of the following events:

(a) the breach in any material respect by a Company Party of any of the representations, warranties, or covenants of the Company Parties set forth in this Agreement that remains uncured (to the extent curable) for ten (10) Business Days after the Required Plan Sponsors or the Required Consenting Senior Bank Lenders transmit a written notice in accordance with Section 13.10 hereof detailing any such breach;

(b) the failure to meet any Milestone which has not been waived or extended in the manner consistent with the Restructuring Term Sheet, unless such failure is the result of any act, omission, or delay on the part of the terminating Consenting Plan Sponsors or the Consenting Senior Bank Lenders in violation of its obligations under this Agreement;

(c) the issuance by any Governmental Authority, including any regulatory authority or court of competent jurisdiction, of any final, non-appealable ruling or order that (i) enjoins the consummation of a material portion of the Restructuring Transactions and (ii) remains in effect for twenty (20) Business Days after the Required Plan Sponsors or the Required Consenting Senior Bank Lenders transmit a written notice in accordance with Section 13.10 hereof detailing any such issuance; *provided* that this termination right may not be exercised by any Party that sought or requested such ruling or order in contravention of any obligation set out in this Agreement;

(d) solely with respect to the Plan Sponsors, the DIP Credit Agreements have not been executed and delivered by all applicable parties on or before ten (10) Business Days after entry of the Interim DIP Order;

(e) the occurrence of an event of default under the DIP Credit Agreements that remains uncured in accordance with the terms thereof;

(f) the Bankruptcy Court grants relief that is materially inconsistent with this Agreement (in each case, as applicable, and with such amendments and modifications as have been effected in accordance with the terms hereof), unless the order granting such relief has been stayed, modified, or reversed within fourteen (14) Business Days after such terminating party deliver a written notice in accordance with Section 13.10 hereof;

(g) any Company Party (i) files, waives, amends, or modifies a pleading seeking approval of any Definitive Document (including any waiver of any term or condition therein) in a manner that is materially inconsistent with, or constitutes a material breach of, this Agreement (including with respect to the consent rights set forth herein), (ii) publicly announces its intention not to support the Restructuring Transactions or to take any such acts listed in the foregoing sub-clauses (i) and (ii), which remains uncured for three (3) Business Days after the Required Plan Sponsors transmit a written notice in accordance with Section 13.10 hereof detailing any of the foregoing, or (iii) publicly announces that it intends to accept an Alternative Restructuring Proposal unless entered into in accordance with the Marketing Procedures or executes a definitive written agreement with respect to an Alternative Restructuring Proposal unless entered into in accordance with the Marketing Procedures;

(h) either of the DIP Orders is reversed, stayed, dismissed, vacated, or reconsidered without the prior written consent of the Required DIP Lenders and the Bankruptcy Court does not, within fourteen (14) Business Days, enter a revised DIP Order acceptable to the Required DIP Lenders;

(i) any Company Party (i) commences a voluntary case under chapter 11 of the Bankruptcy Code or a foreign recognition proceeding other than as provided for under this Agreement, (ii) consents to the appointment of, or taking possession by, a receiver, liquidator, assignee, custodian, trustee, or sequestrator (or similar official) of any Company Party or the property or assets of any Company Party, (iii) seeks any arrangement, adjustment, protection, or relief of its debtors, (iv) makes any general assignment for the benefit of its creditors, or (v) the commencement of an involuntary case against any Company Party or the filing of an involuntary petition or application seeking bankruptcy, insolvency, winding up, dissolution, liquidation, administration, moratorium, reorganization, corporate reorganization, any stay of enforcement and/or proceedings, or other relief in respect of any Company Party, or their debts, or of a substantial part of their assets, under any federal, state, provincial, or other foreign bankruptcy, insolvency, corporate restructuring, administrative receivership, or similar law now or hereafter in effect (provided that such involuntary proceeding is not dismissed within a period of thirty (30) days after the filing thereof) or if any court grants the relief sought in such involuntary proceeding; *provided* that this termination right may not be exercised by any Plan Sponsor if such Plan Sponsor commenced, filed, or supported such case or proceeding;

(j) any Definitive Document does not comply with Section 3 of this Agreement;

(k) delivery of notice by the Company Parties pursuant to Section 7.01 of this Agreement;

(l) the Company Parties' exercise of their termination rights in accordance with Section 11.04(b) hereof;

(m) the entry of an order by the Bankruptcy Court, or the filing of a motion or application by any Company Party seeking an order, (i) converting one or more of the Chapter 11 Cases of a Company Party to a case under chapter 7 of the Bankruptcy Code, (ii) appointing an examiner with expanded powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code or a trustee in one or more of the Chapter 11 Cases of a Company Party, (iii) dismissing any of the Chapter 11 Cases, or (iv) rejecting this Agreement; or

(n) the Bankruptcy Court enters an order denying confirmation of the Plan, unless the order granting such relief has been stayed, modified, or reversed within fourteen (14) Business Days after such terminating party deliver a written notice in accordance with Section 13.10 hereof.

11.02. Consenting Emergency Lender Termination Events. To the extent the Emergency Loans have not been satisfied in full, this Agreement may be terminated with respect to the Emergency Lenders, by the Required Consenting Emergency Lenders, in each case, by the

delivery to the Company Parties of a written notice in accordance with Section 13.10 hereof upon the occurrence of the following events:

(a) either this Agreement (including the Restructuring Term Sheet), the DIP Orders, or the Plan are modified or amended in a manner that has an adverse effect on such Emergency Lender or the treatment of the Emergency Loans without its prior written consent;

(b) either of the DIP Orders is reversed, stayed, dismissed, vacated, or reconsidered and the Bankruptcy Court does not, within fourteen (14) Business Days, enter a revised DIP Order acceptable to the Required Consenting Emergency Lenders;

(c) the Bankruptcy Court grants relief that is materially inconsistent with this Agreement (in each case, as applicable, and with such amendments and modifications as have been effected in accordance with the terms hereof), unless the order granting such relief has been stayed, modified, or reversed within fourteen (14) Business Days after such terminating party deliver a written notice in accordance with Section 13.10 hereof;

(d) any Company Party (i) files, waives, amends, or modifies a pleading seeking approval of any Definitive Document (including any waiver of any term or condition therein) in a manner that is materially inconsistent with, or constitutes a material breach of, this Agreement (including with respect to the consent rights set forth herein), (ii) publicly announces its intention not to support the Restructuring Transactions or to take any such acts listed in the foregoing sub-clauses (i) and (ii), which remains uncured for five (5) Business Days after the Required Consenting Emergency Lenders transmit a written notice in accordance with Section 13.10 hereof detailing any of the foregoing, or (iv) publicly announces that it intends to accept an Alternative Restructuring Proposal or executes a definitive written agreement with respect to an Alternative Restructuring Proposal;

(e) any Definitive Document does not comply with Section 3 of this Agreement;

(f) the failure to meet any Milestone which has not been waived or extended in the manner consistent with the Restructuring Term Sheet, unless such failure is the result of any act, omission, or delay on the part of the terminating Consenting Emergency Lenders in violation of their obligations under this Agreement;

(g) the occurrence of an event of default under the DIP Credit Agreements that remains uncured in accordance with the terms thereof;

(h) this Agreement is terminated in accordance with Section 11.01 hereof;

(i) delivery of notice by the Company Parties pursuant to Section 7.01 of this Agreement;

(j) the entry of an order by the Bankruptcy Court, or the filing of a motion or application by any Company Party seeking an order, (i) converting one or more of the Chapter 11 Cases of a Company Party to a case under chapter 7 of the Bankruptcy Code, (ii) appointing an examiner with expanded powers beyond those set forth in sections 1106(a)(3) and (4) of the

Bankruptcy Code or a trustee in one or more of the Chapter 11 Cases of a Company Party, (iii) dismissing any of the Chapter 11 Cases, or (iv) rejecting this Agreement; or

(k) the Bankruptcy Court enters an order denying confirmation of the Plan, unless the order granting such relief has been stayed, modified, or reversed within fourteen (14) Business Days after such terminating party deliver a written notice in accordance with Section 13.10 hereof.

11.03. Consenting Equity Sponsor Termination Events. The Consenting Equity Sponsor may terminate this Agreement with respect to itself by the delivery to the Company Parties of a written notice in accordance with Section 13.10 hereof upon the occurrence of the following events:

(a) the breach in any material respect by a Company Party of any of the representations, warranties, or covenants of the Company Parties set forth in this Agreement that (i) is adverse to the Consenting Equity Sponsor and (ii) remains uncured (to the extent curable) for ten (10) Business Days after the Consenting Equity Sponsor transmits a written notice in accordance with Section 13.10 hereof detailing any such breach;

(b) the issuance by any Governmental Authority, including any regulatory authority or court of competent jurisdiction, of any final, non-appealable ruling or order that (i) enjoins the consummation of a material portion of the Restructuring Transactions and (ii) remains in effect for twenty (20) Business Days after the Consenting Equity Sponsor transmits a written notice in accordance with Section 13.10 hereof detailing any such issuance; *provided* that this termination right may not be exercised by any Party that sought or requested such ruling or order in contravention of any obligation set out in this Agreement;

(c) the Bankruptcy Court grants relief that is materially inconsistent with this Agreement (in each case, as applicable, and with such amendments and modifications as have been effected in accordance with the terms hereof), unless the order granting such relief has been stayed, modified, or reversed within fourteen (14) Business Days after such terminating party delivers a written notice in accordance with Section 13.10 hereof;

(d) the Plan Release provisions are modified in a manner that has an adverse effect on the Consenting Equity Sponsor without its prior consent;

(e) any Definitive Document does not comply with Section 3.02(d) of this Agreement;

(f) this Agreement is terminated in accordance with Section 11.01, Section 11.02, or Section 11.04 hereof; or

(g) the entry of an order by the Bankruptcy Court, or the filing of a motion or application by any Company Party seeking an order (i) converting one or more of the Chapter 11 Cases of a Company Party to a case under chapter 7 of the Bankruptcy Code, (ii) appointing an examiner with expanded powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code or a trustee in one or more of the Chapter 11 Cases of a Company Party, (iii) dismissing any of the Chapter 11 Cases, or (iv) rejecting this Agreement.

11.04. Company Party Termination Events. Any Company Party may terminate this Agreement as set forth below upon prior written notice to all Parties in accordance with Section 13.10 hereof:

(a) as to all Parties, upon the breach in any material respect by one or more of the Consenting Senior Lenders of any provision set forth in this Agreement that remains uncured for a period of fifteen (15) Business Days after the receipt from the Consenting Senior Lenders of notice of such breach; *provided, however*, that so long as the non-breaching Consenting Senior Lenders continue to hold or control at least 67% of the aggregate amount of the Senior Loan Claims, such termination shall be effective only with respect to such breaching Consenting Senior Lenders;

(b) the board of directors, board of managers, or such similar governing body (including a special committee of any such body) of any Company Party determines, after consulting with counsel, (i) that proceeding with any of the Restructuring Transactions would be inconsistent with the exercise of its fiduciary duties or applicable Law or (ii) in the exercise of its fiduciary duties, to pursue an Alternative Restructuring Proposal;

(c) solely with respect to any Consenting Stakeholder other than the Consenting Senior Lenders, upon the breach in any material respect by one or more of such Consenting Stakeholders of any provision set forth in this Agreement that remains uncured (to the extent curable) for a period of fifteen (15) Business Days after the receipt from such Consenting Stakeholder of notice of such breach;

(d) as to all Parties, upon the issuance by any Governmental Authority, including any regulatory authority or court of competent jurisdiction, of any final, non-appealable ruling or order that (i) enjoins the consummation of a material portion of the Restructuring Transactions and (ii) remains in effect for fifteen (15) Business Days after such terminating Consenting Stakeholders transmit a written notice in accordance with Section 13.10 hereof detailing any such issuance; *provided* that this termination right may not be exercised by any Party that sought or requested such ruling or order in contravention of any obligation set out in this Agreement;

(e) as to all Parties, if this Agreement is terminated in accordance with Section 11.01 hereof; or

(f) as to all Parties, if the Bankruptcy Court enters an order denying confirmation of the Plan, unless the order granting such relief has been stayed, modified, or reversed within fourteen (14) Business Days after such terminating party deliver a written notice in accordance with Section 13.10 hereof.

11.05. Mutual Termination. This Agreement, and the obligations of all Parties hereunder, may be terminated by mutual written agreement among all of the following: the Required Ad Hoc Group Lenders, the Required Consenting Senior Bank Lenders, to the extent not previously satisfied in full, the Required Consenting Emergency Lenders, the Consenting Equity Sponsor, the Required Plan Sponsors, and each Company Party, to the extent such Parties are parties to this Agreement at the time of termination.

11.06. Automatic Termination. This Agreement shall terminate automatically without any further required action or notice immediately after the Plan Effective Date.

11.07. Effect of Termination. Upon the occurrence of a Termination Date as to a Party, this Agreement shall be of no further force and effect as to such Party and each Party subject to such termination shall be released from its commitments, undertakings, and agreements under or related to this Agreement and shall have the rights and remedies that it would have had, had it not entered into this Agreement, and shall be entitled to take all actions, whether with respect to the Restructuring Transactions or otherwise, that it would have been entitled to take had it not entered into this Agreement, including with respect to any and all Claims or Causes of Action; *provided, however*, that in no event shall any such termination relieve any Party from (i) liability for its breach or non-performance of its obligations under this Agreement prior to the applicable Termination Date or (ii) obligations under this Agreement which by their terms expressly survive termination of this Agreement. Upon the occurrence of a Termination Date prior to the Confirmation Order being entered by a Bankruptcy Court, any and all consents or ballots tendered by the Parties subject to such termination before a Termination Date shall be deemed, for all purposes, to be null and void from the first instance and shall not be considered or otherwise used in any manner by the Parties in connection with the Restructuring Transactions and this Agreement or otherwise; *provided, however*, any Consenting Stakeholder withdrawing or changing its vote pursuant to this Section 11.07 shall promptly provide written notice of such withdrawal or change to each other Party to this Agreement and, if such withdrawal or change occurs on or after the Petition Date, file notice of such withdrawal or change with the Bankruptcy Court. Nothing in this Agreement shall be construed as prohibiting a Company Party or any of the Consenting Stakeholders from contesting whether any such termination is in accordance with its terms or to seek enforcement of any rights under this Agreement that arose or existed before a Termination Date. Except as expressly provided in this Agreement, nothing herein is intended to, or does, in any manner waive, limit, impair, or restrict (a) any right of any Company Party or the ability of any Company Party to protect and reserve its rights (including rights under this Agreement), remedies, and interests, including its claims against any Consenting Stakeholder, and (b) any right of any Consenting Stakeholder, or the ability of any Consenting Stakeholder, to protect and preserve its rights (including rights under this Agreement), remedies, and interests, including its claims against any Company Party or Consenting Stakeholder. No purported termination of this Agreement shall be effective under this Section 11.07 or otherwise if the Party seeking to terminate this Agreement is in material breach of this Agreement, except a termination pursuant to Section 11.04(e), Section 11.04(d), or Section 11.05. Nothing in this Section 11.07 shall restrict any Company Party's right to terminate this Agreement in accordance with Section 11.04(b).

## **Section 12. *Amendments and Waivers.***

(a) This Agreement and any exhibits or schedules hereto (including but not limited to the Restructuring Term Sheet) may not be modified, amended, or supplemented, and no condition or requirement of this Agreement may be waived, in any manner except in accordance with this Section 12.

(b) This Agreement may be modified, amended, or supplemented, or a condition or requirement of this Agreement may be waived, in a writing signed by: (i) each Company Party and (ii) the Required Plan Sponsors; *provided* that consent of the Required Consenting Senior

Bank Lenders, the Required Emergency Lenders, and the Consenting Equity Sponsor shall also be required with respect to any modification, amendment, supplement, or waiver which materially, adversely, and disproportionately affects such Parties' rights, obligations, or treatment under this Agreement, the Plan, or any other Definitive Document; *provided, further*, that if the proposed modification, amendment, waiver, or supplement has a material, disproportionate, and adverse effect on any of the Company Claims/Interests held by a member of the Ad Hoc Group of Senior Lenders or the economic treatment under the Restructuring Transaction of such Company Claims/Interests as compared to the other holders of the same Company Claims/Interests, then the consent of each such affected member of the Ad Hoc Group of Senior Lenders shall also be required to effectuate such modification, amendment, waiver, or supplement.

(c) Any proposed modification, amendment, waiver or supplement that does not comply with this Section 12 shall be ineffective and void *ab initio*.

(d) The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver of any such right, power or remedy or any provision of this Agreement, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise of such right, power or remedy or the exercise of any other right, power or remedy. All remedies under this Agreement are cumulative and are not exclusive of any other remedies provided by Law.

### **Section 13. *Miscellaneous***

13.01. Acknowledgement. Notwithstanding any other provision herein, this Agreement is not and shall not be deemed to be an offer with respect to any securities or solicitation of votes for the acceptance of a plan of reorganization for purposes of sections 1125 and 1126 of the Bankruptcy Code or otherwise. Any such offer or solicitation will be made only in compliance with all applicable securities Laws, provisions of the Bankruptcy Code, and/or other applicable Law.

13.02. Exhibits Incorporated by Reference; Conflicts. Each of the exhibits, annexes, signatures pages, and schedules attached hereto is expressly incorporated herein and made a part of this Agreement, and all references to this Agreement shall include such exhibits, annexes, and schedules. In the event of any inconsistency between this Agreement (without reference to the exhibits, annexes, and schedules hereto) and the exhibits, annexes, and schedules hereto, this Agreement (without reference to the exhibits, annexes, and schedules thereto) shall govern.

13.03. Further Assurances. Subject to the other terms of this Agreement, the Parties agree to execute and deliver such other instruments and perform such acts, in addition to the matters herein specified, as may be reasonably appropriate or necessary, or as may be required by order of the Bankruptcy Court, from time to time, to effectuate the Restructuring Transactions, as applicable.

13.04. Complete Agreement. Except as otherwise explicitly provided herein, this Agreement constitutes the entire agreement among the Parties with respect to the subject matter

hereof and supersedes all prior agreements, oral or written, among the Parties with respect thereto, other than any Confidentiality Agreement.

13.05. GOVERNING LAW; SUBMISSION TO JURISDICTION; SELECTION OF FORUM. THIS AGREEMENT IS TO BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN SUCH STATE, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PRINCIPLES THEREOF. Each Party hereto agrees that it shall bring any action or proceeding in respect of any claim arising out of or related to this Agreement, to the extent possible, in the Bankruptcy Court, and solely in connection with claims arising under this Agreement: (a) irrevocably submits to the exclusive jurisdiction of the Bankruptcy Court; (b) waives any objection to laying venue in any such action or proceeding in the Bankruptcy Court; and (c) waives any objection that the Bankruptcy Court is an inconvenient forum or does not have jurisdiction over any Party hereto. By executing and delivering this Agreement, and upon commencement of the Chapter 11 Cases, each of the Parties irrevocably and unconditionally submits to the personal jurisdiction of the Bankruptcy Court solely for purposes of any action, suit, proceeding, or other contested matter arising out of or relating to this Agreement, or for recognition or enforcement of any judgment rendered or order entered in any such action, suit, proceeding, or other contested matter.

13.06. TRIAL BY JURY WAIVER. EACH PARTY HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

13.07. Execution of Agreement. This Agreement may be executed and delivered in any number of counterparts and by way of electronic signature and delivery, each such counterpart, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same agreement. Except as expressly provided in this Agreement, each individual executing this Agreement on behalf of a Party has been duly authorized and empowered to execute and deliver this Agreement on behalf of said Party.

13.08. Rules of Construction. This Agreement is the product of negotiations among the Company Parties and the Consenting Stakeholders, and in the enforcement or interpretation hereof, is to be interpreted in a neutral manner, and any presumption with regard to interpretation for or against any Party by reason of that Party having drafted or caused to be drafted this Agreement, or any portion hereof, shall not be effective in regard to the interpretation hereof. The Company Parties and the Consenting Stakeholders were each represented by counsel during the negotiations and drafting of this Agreement and continue to be represented by counsel.

13.09. Successors and Assigns; Third Parties. This Agreement is intended to bind and inure to the benefit of the Parties and their respective successors and permitted assigns, as applicable. There are no third party beneficiaries under this Agreement, and the rights or obligations of any Party under this Agreement may not be assigned, delegated, or transferred to any other person or entity; *provided, however*, that Deutsche Bank AG, London Branch and each DIP Agent, by and on behalf of themselves and their respective lenders, are each a third party beneficiary of Sections 4.01(c), 4.02(a)(i), and 4.02(a)(viii) of this Agreement having the right to

enforce such Section 4(c) Sections 4.01(c), 4.02(a)(i), and 4.02(a)(viii). Each Party hereby acknowledges and agrees (i) the provisions of Sections 4.01(c) (including the DIP Subordination Provisions), 4.02(a)(i), and 4.02(a)(viii) are made for the benefit of Deutsche Bank AG, London Branch and each DIP Agent, by and on behalf of themselves and their respective lenders, and that Deutsche Bank AG, London Branch and each DIP Agent, by and on behalf of themselves and their respective lenders, shall be entitled to enforce its rights in respect of the provisions of Sections 4.01(c), 4.02(a)(i), and 4.02(a)(viii), to the fullest extent permitted by law, to the same extent as if it was a party to the Credit Agreements, and (ii) not to amend or modify, or consent to any amendment or modification to, the provisions of Sections 4.01(c), 4.02(a)(i), and 4.02(a)(viii) (including any definitions and sections related thereto), without the prior written consent of Deutsche Bank AG, London Branch or each DIP Agent (acting at the direction of its requisite lenders).

13.10. Notices. All notices hereunder shall be deemed given if in writing and delivered, by electronic mail, courier, or registered or certified mail (return receipt requested), to the following addresses (or at such other addresses as shall be specified by like notice):

- (a) if to a Company Party, to:

Marelli Holdings Co., Ltd.  
2-19-4 Miyahara-cho  
Kita-ku, Saitama City, Saitama 331-0812  
Japan  
Attention: Marisa Iasenza  
E-mail address: marisa.iasenza@marelli.com

with copies to:

Kirkland & Ellis LLP  
601 Lexington Avenue  
New York, NY 10022  
Attention: Joshua A. Sussberg, P.C.; Nicholas M. Adzima;  
Evan Swager  
E-mail address: jsussberg@kirkland.com;  
nicholas.adzima@kirkland.com; evan.swager@kirkland.com

Kirkland & Ellis LLP  
333 West Wolf Point Plaza  
Chicago, Illinois 60654  
Attention: Ross M. Kwasteniet, P.C. and Spencer A. Winters, P.C.  
E-mail address: rkwasteniet@kirkland.com;  
spencer.winters@kirkland.com

- (b) if to the Consenting Equity Sponsor, to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP  
1285 Avenue of the Americas

New York, NY 10019  
Attention: Brian Hermann and Jacob Adlerstein  
E-mail address: bhermann@paulweiss.com;  
jadlerstein@paulweiss.com

- (c) if to the Ad Hoc Group of Senior Lenders, to:

Akin Gump Strauss Hauer & Feld LLP  
Robert S. Strauss Tower  
2001 K Street, N.W.  
Washington, D.C. 20006-1037  
Attention: Scott Alberino  
E-mail address: salberino@akingump.com

Akin Gump Strauss Hauer & Feld LLP  
One Bryant Park  
Bank of America Tower  
New York, NY 10036-6745  
Attention: Ira S. Dizengoff  
E-mail address: idizengoff@akingump.com

- (d) if to the Consenting Senior Bank Lenders and/or the Consenting Emergency Lenders, to:

Davis Polk & Wardwell LLP  
450 Lexington Avenue  
New York, New York 10017  
Attn.: Timothy Graulich and Richard J. Steinberg

Nagashima Ohno & Tsunematsu  
JP Tower, 2-7-2 Marunouchi Chiyoda-ku  
Tokyo 100-7036, Japan  
Attn.: Tomohiro Okawa

Any notice given by delivery, mail, or courier shall be effective when received.

13.11. Independent Due Diligence and Decision Making. Each Consenting Stakeholder hereby confirms that its decision to execute this Agreement has been based upon its independent investigation of the operations, businesses, financial and other conditions, and prospects of the Company Parties.

13.12. Enforceability of Agreement. Each of the Parties to the extent enforceable waives any right to assert that the exercise of termination rights under this Agreement is subject to the automatic stay provisions of the Bankruptcy Code, and expressly stipulates and consents hereunder to the prospective modification of the automatic stay provisions of the Bankruptcy Code for purposes of exercising termination rights under this Agreement, to the extent the Bankruptcy Court determines that such relief is required.

13.13. Waiver. If the Restructuring Transactions are not consummated, or if this Agreement is terminated for any reason, the Parties fully reserve any and all of their rights. Pursuant to Federal Rule of Evidence 408 and any other applicable rules of evidence, this Agreement and all negotiations relating hereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce its terms or the payment of damages to which a Party may be entitled under this Agreement.

13.14. Specific Performance. It is understood and agreed by the Parties that money damages would be an insufficient remedy for any breach of this Agreement by any Party, and each non-breaching Party shall be entitled to specific performance and injunctive or other equitable relief (without the posting of any bond and without proof of actual damages) as a remedy of any such breach, including an order of the Bankruptcy Court or other court of competent jurisdiction requiring any Party to comply promptly with any of its obligations hereunder.

13.15. Several, Not Joint, Claims. Except where otherwise specified, the agreements, representations, warranties, and obligations of the Parties under this Agreement are, in all respects, several and not joint.

13.16. Severability and Construction. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect if essential terms and conditions of this Agreement for each Party remain valid, binding, and enforceable.

13.17. Fiduciary Duties; Relationship Among the Consenting Stakeholders. Notwithstanding anything to the contrary herein, the duties and obligations of the Consenting Stakeholders under this Agreement shall be several and neither joint nor joint and several. None of the Consenting Stakeholders shall have any fiduciary duty, any duty or trust or confidence in any form, or other duties or responsibilities to each other, any Consenting Stakeholder, the Company Parties, or any of the Company Parties' creditors or other stakeholders, including, without limitation, any Holders of Company Claims/Interests, and, other than as expressly set forth herein, there are no commitments among or between the Consenting Stakeholders. It is understood and agreed that any Consenting Stakeholder may trade in any equity securities, debt, or debt securities of the Company Parties without the consent of the Company Parties or any other Consenting Stakeholders, subject to applicable Law, including applicable securities Laws, any Confidentiality Agreement, and this Agreement. No prior history, pattern, or practice of sharing confidences among or between any of the Consenting Stakeholders and/or the Company Parties shall in any way affect or negate this understanding and agreement. All rights under this Agreement are separately granted to each Consenting Stakeholder by the Company Parties and vice versa, and the use of a single document is for the convenience of the Company Parties. The decision to commit to enter into the transactions contemplated by this Agreement has been made independently.

13.18. Execution of Agreement. The Parties understand that the Consenting Stakeholders are engaged in a wide range of financial services and businesses. In furtherance of the foregoing, the Parties acknowledge and agree that, to the extent a Consenting Stakeholder expressly indicates on its signature page hereto that it is executing this Agreement on behalf of specific trading desk(s) and/or business group(s) of the Consenting Stakeholder, the obligations set forth in this Agreement

shall only apply to such trading desk(s) and/or business group(s) and shall not apply to any other trading desk or business group of the Consenting Stakeholders so long as they are not acting at the direction or for the benefit of such Consenting Stakeholder or such Consenting Stakeholder's investment in the Company; provided, that the foregoing shall not diminish or otherwise affect the obligations and liability therefor of any Entity that (a) executes this Agreement or (b) on whose behalf this Agreement is executed by a Consenting Stakeholder.

13.19. Remedies Cumulative. All rights, powers, and remedies provided under this Agreement or otherwise available in respect hereof at Law or in equity shall be cumulative and not alternative, and the exercise of any right, power, or remedy thereof by any Party shall not preclude the simultaneous or later exercise of any other such right, power, or remedy by such Party.

13.20. Capacities of Consenting Stakeholders. Each Consenting Stakeholder has entered into this Agreement on account of all Company Claims/Interests that it holds (directly or through discretionary accounts that it manages or advises) and, except where otherwise specified in this Agreement, shall take or refrain from taking all actions that it is obligated to take or refrain from taking under this Agreement with respect to all such Company Claims/Interests.

13.21. Survival. Notwithstanding (i) any Transfer of any Company Claims/Interests in accordance with this Agreement or (ii) the termination of this Agreement in accordance with its terms, the agreements and obligations of the Parties in Section 4.01(c), Section 13 and the Confidentiality Agreements shall survive such Transfer and/or termination and shall continue in full force and effect for the benefit of the Parties in accordance with the terms hereof and thereof. For the avoidance of doubt, the Parties acknowledge and agree that if this Agreement is terminated, Section 4.01(c) and Section 13 shall survive such termination.

13.22. Email Consents. Where a written consent, acceptance, approval, or waiver is required pursuant to or contemplated by this Agreement, pursuant to Section 3, Section 12, or otherwise, including a written approval by any of the applicable Parties, such written consent, acceptance, approval, or waiver shall be deemed to have occurred if, by agreement between counsel to the Parties submitting and receiving such consent, acceptance, approval, or waiver, it is conveyed in writing (including electronic mail) between each such counsel without representations or warranties of any kind on behalf of such counsel.

13.23. Confidentiality and Publicity. Other than as may be required by applicable Law and regulation or by any governmental or regulatory authority, no Party shall disclose to any person (including for the avoidance of doubt, any other Consenting Stakeholder), other than legal, accounting, financial and other advisors to the Company Parties (who are under obligations of confidentiality to the Company Parties with respect to such disclosure, and whose compliance with such obligations the Company Parties shall be responsible for), the names or identities of any individual Consenting Senior Lender or any of its respective Affiliates, the principal amount or percentage of the Company Claims/Interests held by any Consenting Stakeholder or any of its respective Affiliates (including, for the avoidance of doubt, any Company Claims/Interests acquired pursuant to any Transfer); *provided, however*, that the Company Parties shall be permitted to disclose at any time the aggregate principal amount of, and aggregate percentage of, any class of the Company Claims/Interests held by the Consenting Stakeholders collectively. Notwithstanding the foregoing, the Consenting Stakeholders hereby consent to the disclosure of

the execution, terms and contents of this Agreement by the Company Parties in the Definitive Documents or as otherwise required by applicable Law or regulation; *provided, however*, that (i) if any of the Company Parties determines that they are required to attach a copy of this Agreement, any Joinder or Transfer Agreement to any Definitive Documents or any other filing or similar document relating to the transactions contemplated hereby, they will redact any reference to or concerning a specific Consenting Stakeholder's name, identity and holdings of Company Claims/Interests (including before filing any pleading with the Bankruptcy Court) and (ii) if disclosure of additional identifying information of any Consenting Stakeholders is required by applicable Law, advance notice of the intent to disclose, if permitted by applicable Law, shall be given by the disclosing Party to each Consenting Stakeholder (who shall have the right to seek a protective order prior to disclosure). The Company Parties further agree that such information shall be redacted from "closing sets" or other representations of the fully executed Agreement, any Joinder or Transfer Agreement. Notwithstanding the foregoing, the Company Parties will submit to the Ad Hoc Group Advisors all press releases, public filings, public announcements or other communications with any news media, in each case, to be made by the Company Parties relating to this Agreement or the transactions contemplated hereby and any amendments thereof at least twenty-four (24) hours (it being understood that such period may be shortened to the extent there are exigent circumstances that require such public communication to be made to comply with applicable Law) in advance of release. Nothing contained herein shall be deemed to waive, amend or modify the terms of any Confidentiality Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

**Company Parties' Signature Page to  
the Restructuring Support Agreement**

**Marelli Automotive Lighting USA LLC**

**Automotive Lighting UK Limited**

**Calsonic Kansei (Shanghai) Corporation**

**Calsonic Kansei Korea Corporation**

**Changchun Marelli Automotive Lighting System Co. Ltd.**

**CK Trading de México, S. de R.L. de C.V.**

**Cofap Fabricadora de Pecas Ltda**

**Highly Marelli Holdings Co., Ltd**

**HMC MM Auto Ltd**

**Hubei Huazhong Marelli Automotive Lighting Co. Ltd**

**Magneti Marelli Argentina S.A.**

**Magneti Marelli Conjuntos de Escape S.A.**

**Magneti Marelli do Brasil Indústria e Comércio S.A**

**Magneti Marelli Repuestos S.A.**

**Marelli Sweden AB**

**Marelli (China) Co., Ltd.**

**Marelli (China) Holding Company**

**Marelli (Guangzhou) Corporation**

**Marelli (India) Private Limited**

**Marelli (Thailand) Co., Ltd.**

**Marelli (Xiang Yang) Corporation**

**Marelli Aftermarket Germany GmbH**

**Marelli Aftermarket Italy S.p.A.**

**Marelli Aftermarket Poland Sp. z o.o.**

**Marelli Aftermarket Spain S.L.U**

**Marelli Aftersales Co., Ltd.**

**Marelli Argentan France**

**Marelli Automotive Chassis System (Guangzhou) Co.,Ltd.**

**Marelli Automotive Components (Guangzhou) Corporation**

**Marelli Automotive Components (Wuhu) Co., Ltd.**

**Marelli Automotive Components (Wuxi) Corporation**

**Marelli Automotive doo Kragujevac**

**Marelli Automotive Electronics (Guangzhou) Co. Ltd.**

**Marelli Automotive Lighting (Foshan) Co., Ltd.**

**Marelli Automotive Lighting (Thailand) Co.,Ltd**

**Marelli Automotive Lighting France**

**Marelli Automotive Lighting Italy S.p.A.**

**Marelli Automotive Lighting Jihlava (Czech Republic) S.R.O.**

**Marelli Automotive Lighting Juárez Mexico, S.A de C.V.**

**Marelli Automotive Lighting Malaysia Sdn. Bhd.**

**Marelli Automotive Lighting Tepotzotlán México, S. de R.L. de C.V.**

**Marelli Automotive Systems Europe PLC**

**Marelli Automotive Systems UK Limited**

**Marelli Bielsko-Biala Poland Sp. z o.o.**

**Marelli Business Service (Dalian) Co., Ltd.**

**Marelli Business Service Corp.**

**Marelli Cabin Comfort Mexicana, S.A. de C.V.**

**Marelli Cabin Comfort Trading de Mexico, S. de R.L. de C.V.**

**Marelli Cluj Romania S.R.L.**

**Marelli Cofap do Brasil Ltda.**

**Marelli Corporation**

**Marelli do Brasil Indústria e Comércio Ltda.**

**Marelli eAxle Torino S.R.L.**

**Marelli Engineering (Shanghai) Co., Ltd.**

**Marelli Engineering Yangon Co., Ltd.**

**Marelli EPT Strasbourg (France) S.a.S.**

**Marelli España S.A.**

**Marelli Europe S.p.A.**

**Marelli France**

**Marelli Fukushima Corporation**

**Marelli Germany GmbH**

**Marelli Global Business Services America, S. de RL de C.V.**

**Marelli Global Business Services Europe s.r.o.**

**Marelli Holding USA, LLC**

**Marelli Holdings Co., Ltd.**

**Marelli Indústria e Comércio de Componentes Automotivos Brasil Ltda.**

**Marelli International Trading (Shanghai) Co., Ltd**

**Marelli Iwashiro Corp.**

**Marelli Kechnec Slovakia s.r.o.**

**Marelli Kyushu Corporation**

**Marelli Machine Works Corp.**

**Marelli Mako Turkey Elektrik Sanayi Ve Ticaret Anonim Sirketi**

**Marelli Mexicana, S.A. de C.V.**

**Marelli Morocco LLC**

**Marelli Motherson Auto Suspension Parts Private Limited**

**Marelli Motherson Automotive Lighting India Private Limited**

**Marelli North America, Inc.**

**MARELLI NORTH CAROLINA USA LLC**

**Marelli Ploiesti Romania S.R.L.**

**Marelli Powertrain (Hefei) Co., Ltd.**

**Marelli Powertrain India Private Limited**

**Marelli R&D Co., Ltd.**

**Marelli Ride Dynamics México, S. de R.L. de C.V.**

**Marelli RUS LLC**

**Marelli Sistemas Automotivos Indústria e Comércio Brasil Ltda.**

**Marelli SKH Exhaust Systems Private Limited**

**Marelli Smart Me Up SAS**

**Marelli Sophia Antipolis France**

**Marelli Sosnowiec Poland Sp.z.o.o.**

**Marelli Suspension Systems Italy S.P.A.**

**Marelli Talbros Chassis Systems Private Limited**

**Marelli Tennessee USA LLC**

**Marelli Toluca México, S. de R.L. de C.V.**

**Marelli Tooling (Guangzhou) Corporation**

**Marelli Turkey Suspansiyon Sistemleri Ticaret Limited Sirketi**

**Marelli Um Electronic Systems Private Limited**

**Marelli Yokohama Co., Ltd.**

**PT Kansei Indonesia Manufacturing**

**SAIC MARELLI Powertrain Co. Ltd**

**Shanghai Highly New Energy Technology Co., Ltd.**

**Siam Calsonic Co., Limited**

**SKH Marelli Exhaust Systems Private Limited**

**Uni-Calsonic Corp.**

**Yue Ki Industrial Co., Ltd.**

**Zhejiang Wanxiang Marelli Shock Absorbers Co. Ltd.**

By: \_\_\_\_\_

Name:

Authorized Signatory

**Consenting Stakeholder Signature Page to  
the Restructuring Support Agreement**

**[CONSENTING STAKEHOLDER]**

\_\_\_\_\_  
Name:  
Title:

Address:

E-mail address(es):

<i>Aggregate Amounts Beneficially Owned or Managed on Account of:</i>		
	<i>As Lender/Holder of Record:</i>	<i>As Participations (Other Than as Lender of Record):</i>
Emergency Loans		
Senior Loans		
Equity Interests		

**EXHIBIT A**

**Company Parties**

Marelli Automotive Lighting USA LLC

Automotive Lighting UK Limited

Calsonic Kansei (Shanghai) Corporation

Calsonic Kansei Korea Corporation

Changchun Marelli Automotive Lighting System Co. Ltd.

CK Trading de México, S. de R.L. de C.V.

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Marelli (India) Private Limited

Marelli (Thailand) Co., Ltd.

Marelli (Xiang Yang) Corporation

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Marelli Automotive Lighting (Thailand) Co.,Ltd

Marelli Automotive Lighting France

Marelli Automotive Lighting Italy S.p.A.

Marelli Automotive Lighting Jihlava (Czech Republic) S.R.O.

Marelli Automotive Lighting Juárez Mexico, S.A de C.V.

Marelli Automotive Lighting Malaysia Sdn. Bhd.

Marelli Automotive Lighting Tepotztlán México, S. de R.L. de C.V.

Marelli Automotive Systems Europe PLC

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Marelli España S.A.

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Marelli France

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Marelli Germany GmbH

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Marelli Powertrain India Private Limited

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Siam Calsonic Co., Limited

SKH Marelli Exhaust Systems Private Limited

Uni-Calsonic Corp.

Yue Ki Industrial Co., Ltd.

Zhejiang Wanxiang Marelli Shock Absorbers Co. Ltd.

**EXHIBIT B**

**Restructuring Term Sheet**

**MARELLI HOLDINGS CO., LTD.****RESTRUCTURING TERM SHEET****JUNE 11, 2025**

This term sheet (the “Restructuring Term Sheet”)<sup>1</sup> by and among the Company Parties and the Consenting Stakeholders describes the principal terms of proposed restructuring and recapitalization transactions (the “Restructuring Transactions”) with respect to the capital structure of Marelli Holdings Co., Ltd. (“Marelli”) and certain of its direct and indirect subsidiaries (each such entity, a “Company Party” and, collectively, the “Company”). This Restructuring Term Sheet does not address all terms, conditions or other provisions that would be required in connection with the Restructuring Transactions or that will be set forth in the Definitive Documents, which are subject to agreement in accordance with the terms and conditions of the Restructuring Support Agreement to which this Restructuring Term Sheet is attached (the “Restructuring Support Agreement”). This Restructuring Term Sheet does not purport to summarize all of the terms, conditions, covenants and other provisions which may be contained in definitive documentation for the Restructuring Transactions. The Definitive Documents will not contain any terms or conditions that are inconsistent with this Restructuring Term Sheet. This Restructuring Term Sheet and the undertakings contemplated herein are subject in all respects to the terms of the Restructuring Support Agreement, and the negotiation, execution, and delivery of the Definitive Documents.

THIS RESTRUCTURING TERM SHEET IS NOT AN OFFER WITH RESPECT TO ANY SECURITIES OR A SOLICITATION OF ACCEPTANCES OF A CHAPTER 11 PLAN WITHIN THE MEANING OF SECTION 1125 OF THE BANKRUPTCY CODE. ANY SUCH OFFER OR SOLICITATION WILL COMPLY WITH ALL APPLICABLE SECURITIES LAWS AND PROVISIONS OF THE BANKRUPTCY CODE. NOTHING CONTAINED IN THIS RESTRUCTURING TERM SHEET SHALL BE AN ADMISSION OF FACT OR LIABILITY OR, UNTIL THE OCCURRENCE OF THE AGREEMENT EFFECTIVE DATE OF THE RESTRUCTURING SUPPORT AGREEMENT ON THE TERMS DESCRIBED HEREIN AND IN THE RESTRUCTURING SUPPORT AGREEMENT, DEEMED BINDING ON ANY OF THE PARTIES HERETO.

THIS RESTRUCTURING TERM SHEET IS BEING PROVIDED IN THE NATURE OF A SETTLEMENT PROPOSAL IN FURTHERANCE OF SETTLEMENT DISCUSSIONS AND IS ENTITLED TO PROTECTION UNDER RULE 408 OF THE FEDERAL RULES OF EVIDENCE AND ANY SIMILAR FEDERAL OR STATE RULE OF EVIDENCE. THIS RESTRUCTURING TERM SHEET (AND ITS EXISTENCE) IS STRICTLY CONFIDENTIAL AND MAY NOT BE SHARED WITH ANY OTHER PERSON OR ENTITY WITHOUT THE CONSENT OF THE COMPANY PARTIES, THE REQUIRED PLAN SPONSORS, THE CONSENTING SENIOR LENDERS, AND THE CONSENTING EQUITY SPONSOR.

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<sup>1</sup> Capitalized terms used and not immediately defined in this Restructuring Term Sheet shall have their respective meanings as defined in the Restructuring Support Agreement or further in this Restructuring Term Sheet, as applicable.

## GENERAL PROVISIONS

### Chapter 11 Plan

The Restructuring Transactions shall be effectuated pursuant to a prearranged plan of reorganization premised on a debt-for-equity exchange (the “Plan”), which shall be in form and substance reasonably acceptable to the (i) Company Parties, (ii) the Required Plan Sponsors, (iii) the Ad Hoc Group of Senior Lenders, (iv) the Required Consenting Senior Bank Lenders, (v) to the extent not previously satisfied in full, the Required Emergency Lenders, (vi) to the extent set forth in the Restructuring Support Agreement, the Consenting Equity Sponsor, and (vii) otherwise consistent in all material respects with the Definitive Documents, the Restructuring Support Agreement and this Restructuring Term Sheet.

The DIP Lenders and the Ad Hoc Group of Senior Lenders until entry of the Interim DIP Order and the DIP Lenders holding Tranche B Loans and Tranche C Loans (and/or commitments for such loans) subsequent to the entry of the Interim DIP Orders (collectively, the “Plan Sponsors”) shall support the Plan, subject to a parallel marketing process with respect to the potential sale of New Common Stock to the highest or otherwise best bidder pursuant to the Plan (the “Sale Transaction”). The Plan will provide a guaranteed 11% Cash recovery for each Senior Loan Claim (the “Senior Lender Priority Recovery”) held by a lender that does not participate in the DIP Facilities (each, a “Non-Participating Senior Lender”).

Immediately after the Petition Date, the Debtors will commence a marketing process and solicit bids for the Sale Transaction in accordance with the Marketing Procedures, and other terms set forth in the Restructuring Support Agreement and this Restructuring Term Sheet (the “Sale Process”). To be deemed a Superior Proposal, a bid must, among other things, (A) provide for the payment in full in Cash of (i) the DIP Facilities (including the Tranche C Loans), (ii) an 11% Cash recovery payable to all Senior Lenders (including for the avoidance of doubt all Participating Senior Lenders) on account of their outstanding Senior Loan Claims plus a one percent increase of the sum of the amounts described in the foregoing subclause (i) and this clause (ii), (and any subsequent overbid by any party shall be in an amount that results in one percentage point of additional Cash recovery on the Allowed Senior Loan Claims held by the applicable Senior Lenders as compared to the previous bid), (iii) any outstanding amounts under the Emergency Loan Agreement; and (B) contain closing conditions no less favorable to the Debtors than the conditions to the Plan Effective Date; and (C) terms and conditions otherwise materially consistent with the Restructuring Support Agreement. To the extent that the Debtors approve an Alternative Restructuring Proposal, the full amount of the DIP Loans must be repaid in full within five (5) business days of such approval.

On the Plan Effective Date, each Holder of an Allowed Claim or Allowed Interest, as applicable, shall receive under the Plan the treatment described in this Restructuring Term Sheet in full and final satisfaction, settlement, release, and discharge of and in exchange for such Holder’s Allowed Claim or Allowed Interest, except to the extent different treatment is agreed to

<b>GENERAL PROVISIONS</b>	
	<p>among the Reorganized Debtors, the Required Plan Sponsors, and the Holder of such Allowed Claim or Allowed Interest.</p> <p>For the avoidance of doubt, any action required to be taken by the Debtors on the Plan Effective Date pursuant to this Restructuring Term Sheet may be taken on the Plan Effective Date or as soon as is reasonably practicable thereafter in consultation with the Required Plan Sponsors.</p>
<b>Definitive Documents</b>	<p>This Restructuring Term Sheet shall be subject to the Definitive Documents. The Definitive Documents shall contain terms, conditions, representations, warranties, and covenants, each customary for the transactions described herein and consistent with the terms of this Restructuring Term Sheet in all respects.</p> <p>Any documents related to the Restructuring Transactions, including any Definitive Documents, that remain the subject of negotiation as of the Agreement Effective Date shall be subject to the consent rights and obligations set forth in <u>Section 3</u> of the Restructuring Support Agreement. Failure to reference such consent rights and obligations as it relates to any document referenced in this Restructuring Term Sheet shall not impair such rights and obligations.</p>
<b>DIP Financing</b>	<p>Delayed draw super-senior and senior secured debtor-in-possession financing facilities (the “<u>DIP Facilities</u>”) and all obligations arising thereunder, which shall consist of: (i) a delayed draw first-out super-senior secured debtor-in-possession financing facility (the “<b>Senior DIP Facility</b>”) which shall consist of first-out super-senior “new money” term loans denominated in USD in an aggregate principal amount up to \$865 million available in up to two draws with the first draw in aggregate principal amount up to \$519 million and the subsequent draw in an aggregate principal amount up to \$346 million (the “<u>Tranche A Loans</u>”); (ii) a delayed draw senior secured debtor-in-possession financing facility (the “<b>Junior DIP Facility</b>”) which shall consist of (x) second-out senior “new money” term loans, denominated in USD in an aggregate principal amount up to \$242 million available in up to three draws (the “<u>Tranche B Loans</u>,” and together with the Tranche A Loans, the “<u>DIP New Money Loans</u>”) and (y) subject to entry of the Final DIP Order, a roll-up in the total amount of 47.5% of the Senior Loan Claims held by DIP Lenders (or their respective Affiliates) providing their Pro Rata portion of Tranche B Loans into “last out” term loans under the DIP Facilities, which shall be denominated in EUR and JPY (together, the “<u>Tranche C Loans</u>” and such roll-up of Senior Loan Claims, the “<u>Roll-Up</u>”), respectively, in the same currency as the corresponding Senior Loan Claims subject to the Roll-Up (the Tranche C Loans and the DIP New Money Loans, together, the “<u>DIP Loans</u>”).</p> <p>In the event the Plan is confirmed and the Plan Sponsors’ DIP Claims with respect to Tranche B Loans and Tranche C Loans are equitized pursuant to the Plan, the Plan Sponsors shall waive recovery on account of their non-</p>

<b>GENERAL PROVISIONS</b>	
	<p>rolled-up Senior Loan Claims.<sup>2</sup></p> <p>The Senior DIP Facility shall be consistent in all respects with the super-senior DIP term sheet (the “<u>Senior DIP Term Sheet</u>”) attached hereto as <u>Exhibit 4-A</u>, and the Junior DIP Facility shall be consistent in all respects with the junior DIP term sheet (the “<u>Junior DIP Term Sheet</u>”) attached hereto as <u>Exhibit 4-B</u>, each of which such DIP Term Sheets shall be acceptable to the DIP Agent, the Company Parties, the Required Ad Hoc Group Lenders, the Required Consenting Senior Bank Lenders, and the Required Consenting Emergency Lenders.</p> <p>The proceeds of the DIP Facilities will be used, among other things, (a) for working capital and general corporate purposes, (b) to fund (i) the administration of the Chapter 11 Cases, (ii) upon entry of the Final DIP Order, the payment of the Emergency Loan Claims in full, (iii) Plan distributions, if applicable, and (iv) the carve-out (the form of which is attached to the Junior DIP Term Sheet as Annex A.</p> <p>To the extent the DIP Facilities are consistent in all material respects with the Restructuring Support Agreement and this Restructuring Term Sheet, the Consenting Stakeholders shall consent to and support the Company’s entry into and incurrence of the DIP Facilities.</p>
<b>New Common Stock</b>	On the Plan Effective Date, the Reorganized Debtors shall issue a single class of common equity interests (the “ <b>New Common Stock</b> ”). The New Common Stock shall be distributed in accordance with this Restructuring Term Sheet and the Plan.
<b>Use of Cash Collateral</b>	The Consenting Lenders shall consent to the Company Parties’ use of cash collateral on terms and conditions consistent in all material respects with the DIP Orders.
<b>Tax Matters</b>	The Parties shall work together in good faith and shall use commercially reasonable efforts to structure and implement the Restructuring Transactions in a tax efficient and cost-effective manner for the benefit of the Ad Hoc Group Lenders, the Plan Sponsors, the Consenting Equity Sponsor, and the Company Parties. The tax structure of the Restructuring Transactions (including, for the avoidance of doubt, the Restructuring Transactions Memorandum) shall be subject to the consent of the Required Plan Sponsors, the Consenting Equity Sponsor, and the Company Parties.
<b>Plan Releases, Injunction, and Exculpation</b>	The Plan shall include release, injunction, and exculpation provisions (and related definitions), subject to venue considerations, substantially in the form attached hereto as <u>Exhibit 2</u> .

<sup>2</sup> Certain Plan Sponsors may also hold Tranche A Loans, which shall receive separate treatment as set forth in this Restructuring Term Sheet.

<b>GENERAL PROVISIONS</b>	
<b>Amendments</b>	This Restructuring Term Sheet may be amended only as permitted pursuant to the Restructuring Support Agreement.
<b>Restructuring Expenses</b>	Except as otherwise provided in the DIP Orders, the Company Parties shall pay the reasonable and documented prepetition and postpetition fees and expenses of any advisors, including counsel to any of the Consenting Stakeholders and the Prepetition Agent (the “ <u>Restructuring Expenses</u> ”)
<b>Milestones</b>	<p>On and after the Agreement Effective Date, the Company Parties shall implement the Restructuring Transactions in accordance with the following milestones (the “<u>Milestones</u>”), unless extended or waived in writing by the Debtors, the Required Plan Sponsors, the Required Consenting Senior Bank Lenders, and, to the extent not previously satisfied in full, the Required Emergency Lenders:</p> <ol style="list-style-type: none"> <li>1. No later than June 11, 2025, the Petition Date shall have occurred.</li> <li>2. On the Petition Date, the Debtors shall have filed the DIP Motion, which shall be in form and substance acceptable to the DIP Lenders and the Company Parties.</li> <li>3. No later than three (3) Business Days after the Petition Date, the Bankruptcy Court shall have entered the Interim DIP Order.</li> <li>4. No later than forty-five (45) days after the Petition Date, the Bankruptcy Court shall have entered the Final DIP Order.</li> <li>5. No later than forty-five (45) days after the Petition Date, the Alternative Restructuring Proposal Deadline shall have occurred.</li> <li>6. No later than forty-five (45) days after the Petition Date, the Debtors shall have filed the Plan and the Disclosure Statement with the Bankruptcy Court.</li> <li>7. No later than forty-six (46) days after the Petition Date, the Emergency Loans shall have been repaid in full.</li> <li>8. No later than fifty (50) days after the Petition Date, the Auction shall have occurred.</li> <li>9. No later than seventy-five (75) days after the Petition Date, the Bankruptcy Court shall have entered the Disclosure Statement Order.</li> <li>10. No later than 180 days after the Petition Date, the Bankruptcy Court shall have entered the Confirmation Order.</li> </ol>

<b>TREATMENT OF CLAIMS AND EQUITY INTERESTS UNDER THE PLAN</b>			
<b>Class No.</b>	<b>Type of Claim</b>	<b>Treatment<sup>3</sup></b>	<b>Impairment / Voting</b>
<b>Unclassified Non-Voting Claims</b>			
N/A	<b>DIP Claims</b>	<p>Subject to the order of priority set forth in footnote 4 of this Restructuring Term Sheet, on the Plan Effective Date, except to the extent that a Holder of a DIP Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each DIP Claim, (i) each Holder of a Tranche A Loan shall: (a) be paid in full in Cash or (b) at the election of the Plan Sponsors and such Holder of a Tranche A Loan, exchange all or a portion of their Tranche A DIP Claims for new exit facility debt on terms to be agreed; (ii) each Holder of a Tranche B Loan shall, at the election of the Plan Sponsors: (a) be paid in full in Cash; (b) exchange all or a portion of their Tranche B DIP Claims for new exit facility debt on terms to be agreed; or (c) convert all or a portion of their Tranche B DIP Claims into New Common Stock on terms to be agreed (subject to dilution by the Management Incentive Plan and any other equity issued with the consent of the Plan Sponsors; and (iii) each Holder of a Tranche C Loan shall receive their <i>Pro Rata</i> share of New Common Stock (subject to dilution by the Management Incentive Plan and any other equity issued with the consent of the Plan Sponsors).</p> <p>In the event a Superior Proposal is selected in accordance with the Marketing Process, each Holder of a DIP Claim shall receive payment in full in Cash.</p>	N/A

<sup>3</sup> Each Holder of an Allowed Claim or Allowed Common Stock Interest, as applicable, shall receive the treatment described below in full and final satisfaction, settlement, release, and discharge of and in exchange for such Holder's Allowed Claim or Allowed Common Stock Interest. Unless otherwise indicated, the Holder of an Allowed Claim or Allowed Common Stock Interest, as applicable, shall receive the treatment set forth in this Restructuring Term Sheet on the Plan Effective Date or as soon as reasonably practicable thereafter.

<b>TREATMENT OF CLAIMS AND EQUITY INTERESTS UNDER THE PLAN</b>			
<b>Class No.</b>	<b>Type of Claim</b>	<b>Treatment<sup>3</sup></b>	<b>Impairment / Voting</b>
N/A	<b>Administrative Claims</b>	On the Plan Effective Date or as soon as reasonably practicable thereafter, except to the extent that a Holder of an Allowed Administrative Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Administrative Claim, each Holder of an Allowed Administrative Claim shall receive treatment in a manner consistent with section 1129(a)(2) of the Bankruptcy Code. The treatment and allowance of Administrative Claims (other than Administrative Claims held by Consenting Senior Bank Lenders) shall be subject to the consent of the Ad Hoc Group of Senior Lenders. For the avoidance of doubt, nothing contained herein is intended as or shall be construed or deemed to be a waiver of any party's rights to dispute any claim, including any Administrative Claims, on any grounds.	N/A
N/A	<b>Priority Tax Claims</b>	On the Plan Effective Date or as soon as reasonably practicable thereafter, except to the extent that a Holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Priority Tax Claim, each Holder of an Allowed Priority Tax Claim shall receive treatment in a manner consistent with section 1129(a)(2) of the Bankruptcy Code.	N/A
<b>Classified Claims and Equity Interests</b>			
<b>Class 1</b>	<b>Other Secured Claims</b>	On the Plan Effective Date or as soon as reasonably practicable thereafter, except to the extent that a Holder of an Allowed Other Secured Claim agrees, to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Other Secured Claim, each Holder of an Allowed Other Secured Claim shall receive, at the election of the Debtors or Reorganized Debtors, with the consent of the Ad Hoc Group of Senior Lenders, as applicable: either (i) payment in full in Cash of the unpaid portion of its Other Secured Claim on the Plan Effective Date or as soon as reasonably practicable thereafter (or if payment is not then due, shall be paid in accordance with its terms), (ii) Reinstatement, or (iii) such other	Unimpaired / Deemed to Accept

<b>TREATMENT OF CLAIMS AND EQUITY INTERESTS UNDER THE PLAN</b>			
<b>Class No.</b>	<b>Type of Claim</b>	<b>Treatment<sup>3</sup></b>	<b>Impairment / Voting</b>
		recovery necessary to satisfy section 1129 of the Bankruptcy Code.	
<b>Class 2</b>	<b>Other Priority Claims</b>	On the Plan Effective Date or as soon as reasonably practicable thereafter, except to the extent that a Holder of an Allowed Other Priority Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Other Priority Claim, each Holder of an Allowed Other Priority Claim shall receive treatment in a manner consistent with section 1129(a)(9) of the Bankruptcy Code.	Unimpaired / Deemed to Accept
<b>Class 3</b>	<b>Senior Loan Claims<sup>4</sup></b>	<p>Except to the extent that a Holder of an Allowed Senior Loan Claim agrees to a less favorable treatment, on the Effective Date, (i) each Holder of an Allowed Senior Loan Claim that is a Non-Participating Senior Lender shall receive eleven (11) cents in Cash for each dollar of outstanding Senior Loan Claim, and (ii) each Holder of an Allowed Senior Loan Claim that is a Participating Senior Lender shall waive any recovery (except as provided below).</p> <p>In the event a Superior Proposal is selected in accordance with the Marketing Process, each Holder of an Allowed Senior Loan Claim (including Participating Senior Lenders) shall receive (i) eleven (11) cents in Cash for each dollar of outstanding Senior Loan Claim, and (ii) their <i>Pro Rata</i> share of the cash recovery provided by such Superior Proposal.</p>	Impaired / Entitled to Vote
<b>Class 4</b>	<b>General Unsecured Claims</b>	Subject to the completion of diligence of General Unsecured Claims acceptable to the Required Plan Sponsors, except to the extent that a Holder of a General Unsecured Claim agrees to a less favorable treatment, on the Effective Date, each Holder of a General Unsecured Claim shall be (i) Reinstated or (ii) receive treatment rendering such General Unsecured Claim as unimpaired under the Plan.	Unimpaired / Deemed to Accept

<sup>4</sup> For the avoidance of doubt, order of priority among the DIP Claims, the Emergency Loan Claims, and the Senior Loan Claims shall be as follows (from senior to junior): (1) Tranche A DIP Claims, (2) Tranche B DIP Claims, (3) the Emergency Loan Claims, (4) the Senior Lender Priority Recovery, (5) Tranche C Roll-Up DIP Loan Claims, and (6) the Senior Loan Claims of the Ad Hoc Group of Senior Lenders that were not converted into Tranche C Roll-Up DIP Loan Claims (such order of priority, the “Priorities”).

<b>TREATMENT OF CLAIMS AND EQUITY INTERESTS UNDER THE PLAN</b>			
<b>Class No.</b>	<b>Type of Claim</b>	<b>Treatment<sup>3</sup></b>	<b>Impairment / Voting</b>
<b>Class 5</b>	<b>Common Stock Interests</b>	All Common Stock Interests will be cancelled, released, and extinguished and will be of no further force and effect. No Holders of Common Stock Interests will receive a distribution under the Plan.	Impaired; Deemed to Reject
<b>Class 6</b>	<b>Preferred Stock Interests</b>	All Preferred Stock Interests will be cancelled, released, and extinguished and will be of no further force and effect. No Holders of Preferred Stock Interests will receive a distribution under the Plan.	Impaired; Deemed to Reject
<b>Class 7</b>	<b>Intercompany Claims</b>	All Intercompany Claims shall be, at the option of the Reorganized Debtors and with the consent of the Required Plan Sponsors, reinstated, set off, settled, distributed, contributed, cancelled and released without any distribution on account of such Claims, or such other treatment as reasonably determined by the Reorganized Debtors and the Required Plan Sponsors.	Impaired / Deemed to Reject or Unimpaired / Deemed to Accept
<b>Class 8</b>	<b>Intercompany Interests</b>	On the Plan Effective Date or as soon as reasonably practicable thereafter, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Intercompany Interests, Allowed Intercompany Interests shall, in a manner consistent with the Restructuring Transactions Memorandum, as applicable, be either: (i) Reinstated; or (ii) distributed, contributed, set off, cancelled, and released without any distribution on account of such Claims, or otherwise addressed at the option of the Reorganized Debtors.	Impaired / Deemed to Reject or Unimpaired / Deemed to Accept

<b>OTHER KEY ITEMS</b>	
<b>Discharge, Release, Injunction, and Exculpation</b>	The Plan shall include customary release, exculpation, and injunction provisions substantially in the form attached hereto as <b>Exhibit 2</b> .
<b>Conditions Precedent to the Plan Effective Date</b>	<p>The occurrence of the Plan Effective Date shall be subject to the following additional conditions precedent “<u>Conditions Precedent to the Plan Effective Date</u>”) in form and substance to be reasonably agreed upon by the Company Parties and the Required Plan Sponsors, including, without limitation:</p> <ol style="list-style-type: none"> <li>1. the Restructuring Support Agreement shall not have been terminated and shall remain in full force and effect (and no event shall have occurred that purports to terminate the Restructuring Support Agreement (even if such termination does not occur as a result of the automatic stay of section 362 of the Bankruptcy Code or otherwise));</li> <li>2. the Bankruptcy Court shall have entered the DIP Orders, which shall be in full force and effect;</li> <li>3. the Emergency Loans shall have been repaid in full upon entry of the Final DIP Order in accordance with the DIP Orders; <i>provided</i>, that, notwithstanding anything to the contrary herein or in the Restructuring Support Agreement, to the extent the Emergency Loans are not repaid in full upon entry of the Final DIP Order in accordance with the DIP Orders, the Emergency Loans shall be repaid in full on the Plan Effective Date in accordance with the Priorities;</li> <li>4. in the event a Superior Proposal is selected in accordance with the Marketing Process, the Debtors shall have sufficient Cash on hand to fund any Cash amounts to be paid to Class 3 Senior Loan Claims;</li> <li>5. the Definitive Documents shall (i) be consistent with the consent rights, terms and conditions set forth in the Restructuring Support Agreement and otherwise approved by the applicable parties thereto consistent with their respective consent and approval rights set forth therein and (ii) have been executed or deemed executed and delivered by each party thereto, and any conditions precedent related thereto shall have been satisfied or waived by the applicable party or parties;</li> <li>6. all professional fees and expenses of retained Professionals required to be approved by the Bankruptcy Court shall have been paid in full in Cash or amounts sufficient to pay such fees and expenses in full in Cash after the Plan Effective Date have been placed in the Professional Fee Escrow Account;</li> <li>7. the Debtors shall have paid, in full and in Cash, all reasonable and documented fees and expenses of the Consenting Stakeholders in accordance with the Restructuring Support Agreement, including, for the avoidance of doubt, the Restructuring Expenses;</li> <li>8. the Bankruptcy Court shall have entered the Confirmation Order and the Confirmation Order shall not have been reversed, stayed, modified, or vacated on appeal;</li> <li>9. all actions, documents, and agreements constituting the applicable Definitive Documents, including any exhibits, schedules, amendments, modifications or supplements thereto, shall have been executed and/or effectuated, and shall be in form and substance</li> </ol>

	<p>materially consistent with and subject to the consent rights set forth in the Restructuring Support Agreement and the terms and conditions described in this Restructuring Term Sheet, and shall be mutually agreed to by the Debtors and the Required Plan Sponsors;</p> <p>10. (i) any and all requisite governmental, regulatory, and third-party approvals and consents shall have been obtained or waived, not be subject to unfulfilled conditions, and be in full force and effect, and (ii) all applicable waiting periods shall have expired or terminated, in each case under each clause of (i) and (ii) above, without any action being taken or threatened by any competent authority that would restrain, prevent or otherwise impose materially adverse conditions on the Restructuring Transactions, or the financial benefits of such Restructuring Transactions to the Plan Sponsors; and</p> <p>11. no court of competent jurisdiction or other competent governmental or regulatory authority shall have issued a final and non-appealable order making illegal or otherwise restricting, preventing or prohibiting the consummation of the Restructuring Transactions, the Restructuring Support Agreement, or any of the Definitive Documents contemplated thereby.</p>
<p><b>Governance</b></p>	<p>On the Plan Effective Date, the New Board shall be appointed in accordance with the terms of the New Organizational Documents, and the identity of the New Board shall be set forth in the Plan Supplement to the extent known at the time of Filing.</p> <p>The New Organizational Documents, including charters, bylaws, operating agreements, or other organization documents, as applicable, shall be consistent with the Restructuring Support Agreement, this Restructuring Term Sheet, the Plan Supplement, and section 1123(a)(6) of the Bankruptcy Code, and shall be in form and substance satisfactory to the Company Parties and the Required Plan Sponsors.</p>
<p><b>Management Incentive Plan</b></p>	<p>The New Board shall, following the Plan Effective Date, adopt a new management incentive plan (the “<u>Management Incentive Plan</u>”), in form and substance reasonably acceptable to the Company Parties and the Required Plan Sponsors, with structure, awards and terms of the Management Incentive Plan to be determined by the New Board.</p>
<p><b>Indemnification and Insurance Obligations</b></p>	<p>Consistent with applicable law, all indemnification provisions in place as of the Agreement Effective Date (whether in the by-laws, certificates of incorporation or formation, limited liability company agreements, other organizational documents, board resolutions, indemnification agreements, employment contracts, or otherwise) for the Indemnified Parties as of the Agreement Effective Date, as applicable, shall be reinstated and remain intact, irrevocable, and shall survive the effectiveness of the Restructuring Transactions on terms no less favorable to the Indemnified Parties than the indemnification provisions in place prior to the Restructuring Transactions.</p> <p>None of the Debtors or Reorganized Debtors shall amend and/or restate their respective charters, bylaws, operating agreements, or other organization documents (as applicable) on or after the Agreement Effective Date to</p>

	<p>terminate, reduce, discharge, impair, or adversely affect any of the Debtors' or Reorganized Debtors' obligations referred to in the preceding paragraph.</p> <p>In addition, after the Plan Effective Date, the Reorganized Debtors will not terminate or otherwise reduce the coverage under any directors' and officers' insurance policies (including any "tail policy") in effect or purchased as of the Agreement Effective Date, and all members, managers, directors, and officers of the Company who served in such capacity at any time prior to the Plan Effective Date and all other individuals covered by such insurance policies will be entitled to the full benefits of each such policy for the full term of such policy regardless of whether such members, managers, directors, officers, or other individuals remain in such positions after the Plan Effective Date.</p>
<b>Retained Causes of Action</b>	The Reorganized Debtors shall retain all rights to commence and pursue any Causes of Action, other than any Causes of Action released by the Debtors pursuant to the release and exculpation provisions outlined in this Restructuring Term Sheet.
<b>Other Customary Plan Provisions</b>	The Plan will provide for other standard and customary provisions, including in respect of the cancellation of existing Company Claims/Interests, the vesting of assets, release of liens, the compromise and settlement of Claims, the retention of jurisdiction by the Bankruptcy Court, and the resolution of disputed Claims.
<b>Amendments</b>	This Restructuring Term Sheet may be amended only as expressly allowed herein or otherwise permitted by the Restructuring Support Agreement.
<b>Waiver of Conditions Precedent to the Plan Effective Date</b>	The Conditions Precedent to the Plan Effective Date may not be waived without the express prior written consent (which may be via email) of the Debtors and the Required Plan Sponsors, with respect to the fourth, fifth, and seventh Conditions Precedent to the Plan Effective Date, the Required Consenting Senior Bank Lenders, and with respect to the third Condition Precedent to the Plan Effective Date, to the extent not previously satisfied in full, the Required Emergency Lenders, which waiver shall be effective without notice, leave, or order of the Bankruptcy Court or any formal action other than proceedings to confirm or consummate the Plan.

**Exhibit 1****Definitions**

<b>TERM</b>	<b>DEFINITION</b>
<b>Ad Hoc Group of Senior Lenders</b>	The ad hoc group of certain Holders of Senior Loan Claims and DIP Lenders represented by the Ad Hoc Group Advisors.
<b>Ad Hoc Group Advisors</b>	(i) Akin Gump Strauss Hauer & Feld LLP, as lead restructuring counsel to the Ad Hoc Group of Senior Lenders; (ii) Houlihan Lokey Capital, Inc., as investment bankers to the Ad Hoc Group of Senior Lenders; (iii) AlixPartners, LLP, as financial advisors to the Ad Hoc Group of Senior Lenders; (iv) Anderson Mori & Tomotsune, as Japanese counsel to the Ad Hoc Group of Senior Lenders; (v) Cole Schotz, P.C., as Delaware counsel to the Ad Hoc Group of Senior Lenders; and (vi) other professionals or consultants retained by the Ad Hoc Group of Senior Lenders from time to time, in connection with the Restructuring Transactions, regardless of whether such advisor was retained prior to or following the Petition Date.
<b>Administrative Claim</b>	A Claim for costs and expenses of administration of the Chapter 11 Cases pursuant to sections 503(b), 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred on or after the Petition Date until and including the Plan Effective Date of preserving the Estates and operating the Debtors' businesses; (b) Allowed Professional Claims; and (c) all fees and charges assessed against the Estates pursuant to section 1930 of chapter 123 of title 28 of the United States Code.
<b>Affiliate</b>	As defined in section 101(2) of the Bankruptcy Code as if such entity was a debtor in a case under the Bankruptcy Code.
<b>Agreement Effective Date</b>	The date on which the conditions set forth in <u>Section 2</u> of the Restructuring Support Agreement have been satisfied or waived by the appropriate Party or Parties in accordance with the Restructuring Support Agreement.
<b>Allowed</b>	As to a Claim or an Interest, a Claim or an Interest allowed under the Plan, under the Bankruptcy Code, or by a Final Order, as applicable. For the avoidance of doubt, (a) there is no requirement to File a Proof of Claim (or move the Bankruptcy Court for allowance) to be an Allowed Claim under the Plan, and (b) the Debtors may affirmatively determine to deem unimpaired Claims Allowed to the same extent such Claims would be allowed under applicable nonbankruptcy law. " <b>Allow</b> ," " <b>Allowing</b> ," and " <b>Allowance</b> " shall have correlative meanings.
<b>Alternative Restructuring Proposal</b>	As defined in the Restructuring Support Agreement.

<b>Alternative Restructuring Proposal Deadline</b>	The deadline for the submission of Alternative Restructuring Proposals.
<b>Bankruptcy Code</b>	Title 11 of the United States Code, 11 U.S.C. §§ 101–1532, as amended.
<b>Bankruptcy Court</b>	As defined in this Restructuring Term Sheet.
<b>Bar Date</b>	Collectively, the dates established by the Bankruptcy Court by which Proofs of Claim must be Filed pursuant to an order entered by the Bankruptcy Court.
<b>Cash</b>	Legal tender of the United States of America.
<b>Causes of Action</b>	Any claims, interests, damages, remedies, causes of action, demands, rights, actions, controversies, proceedings, agreements, suits, obligations, liabilities, accounts, defenses, offsets, powers, privileges, licenses, Liens, indemnities, guaranties, and franchises of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, secured or unsecured, assertable, directly or derivatively, matured or unmatured, suspected or unsuspected, whether arising before, on, or after the Petition Date, in contract, tort, law, equity, or otherwise. Causes of Action also include: (a) all rights of setoff, counterclaim, or recoupment and claims under contracts or for breaches of duties imposed by law or in equity; (b) the right to object to or otherwise contest Claims or Interests; (c) claims pursuant to section 362 or chapter 5 of the Bankruptcy Code; (d) such claims and defenses as fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code; and (e) any avoidance actions arising under chapter 5 of the Bankruptcy Code or under similar local, state, federal, or foreign statutes and common law, including fraudulent transfer laws.
<b>Claim</b>	As defined in the Restructuring Support Agreement.
<b>Company</b>	As defined in this Restructuring Term Sheet.
<b>Company Parties</b>	Marelli Holdings Co., Ltd., and each of its affiliates listed on <u>Exhibit A</u> to the Restructuring Support Agreement.
<b>Conditions Precedent to the Plan Effective Date</b>	As defined in this Restructuring Term Sheet.
<b>Confirmation</b>	The date on which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases within the meaning of Bankruptcy Rules 5003 and 9021.
<b>Confirmation Order</b>	As defined in the Restructuring Support Agreement.

<b>Consenting Lenders</b>	Collectively, the Ad Hoc Group of Senior Lenders, the Consenting Emergency Lenders, the Consenting Senior Lenders, the Subsequent Consenting Senior Lenders, the Consenting Senior Bank Lenders, and the Other Consenting Lenders.
<b>Consenting Senior Bank Lenders' Advisors</b>	(i) Davis Polk & Wardwell LLP, as restructuring counsel to Mizuho Bank, Ltd., solely in its capacity as Emergency Lender and Senior Lender, (ii) Richards, Layton & Finger, P.A., as Delaware counsel to Mizuho Bank, Ltd., solely in its capacity as Emergency Lender and Senior Lender, (iii) Nagashima Ohno & Tsunematsu, as Japanese counsel to Mizuho Bank, Ltd., (iv) Anderson Mori & Tomotsune, as Japanese financing counsel to Mizuho Bank, Ltd., and (v) other professionals or consultants retained by the Consenting Senior Bank Lenders from time to time, in connection with the Restructuring Transactions, regardless of whether such advisor was retained prior to or following the Petition Date.
<b>Consenting Senior Bank Lenders</b>	The Consenting Senior Lenders represented by the Consenting Senior Bank Lenders' Advisors
<b>Consenting Stakeholders</b>	As defined in the Restructuring Support Agreement.
<b>DIP Agent</b>	Glas USA LLC (in such capacity, together with its successors and assigns).
<b>DIP Budget</b>	A budget acceptable to the DIP Lenders.
<b>DIP Claims</b>	As defined in this Restructuring Term Sheet.
<b>DIP Facilities</b>	As defined in this Restructuring Term Sheet.
<b>DIP Lenders</b>	As defined in this Restructuring Term Sheet.
<b>DIP Loans</b>	As defined in this Restructuring Term Sheet.
<b>DIP New Money Loans</b>	As defined in this Restructuring Term Sheet.
<b>DIP Obligations</b>	As defined in this Restructuring Term Sheet.
<b>DIP Orders</b>	Collectively, the Interim DIP Order and the Final DIP Order.
<b>DIP Roll-Up Loans</b>	As defined in this Restructuring Term Sheet.
<b>DIP Term Sheets</b>	The Senior DIP Term Sheet and the Junior DIP Term Sheet.
<b>Disclosure Statement Order</b>	As defined in the Restructuring Support Agreement.

<b>Effective Date</b>	The date that is the first Business Day after entry of the Confirmation Order on which all Conditions Precedent to the Plan Effective Date have been satisfied or waived in accordance with the Plan.
<b>Emergency Loan Claim</b>	As defined in the Restructuring Support Agreement.
<b>Estate</b>	The estate of any Debtor created under sections 301 and 541 of the Bankruptcy Code upon the commencement of the applicable Debtor's Chapter 11 Case.
<b>Exculpated Parties</b>	As defined in <b>Exhibit 2</b> .
<b>File, Filed, or Filing</b>	File, filed, or filing with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases.
<b>Final DIP Order</b>	A Final Order by the Bankruptcy Court approving the DIP Facilities and authorizing the repayment of the Emergency Loans in full, which shall be in form and substance acceptable to the Required Ad Hoc Group of Senior Lenders, the Required Consenting Senior Bank Lenders, and, to the extent not previously satisfied in full, the Required Emergency Lenders.
<b>Final Order</b>	An order or judgment of the Bankruptcy Court, or court of competent jurisdiction with respect to the subject matter that has not been reversed, stayed, modified, or amended, as entered on the docket in any Chapter 11 Case or the docket of any court of competent jurisdiction, and as to which the time to appeal, or seek certiorari or move for a new trial, reargument, or rehearing has expired and no appeal or petition for certiorari or other proceedings for a new trial, reargument, or rehearing has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be timely Filed has been withdrawn or resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought or the new trial, reargument, or rehearing will have been denied, resulted in no stay pending appeal of such order, or has otherwise been dismissed with prejudice; <u>provided</u> that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be Filed with respect to such order will not preclude such order from being a Final Order.
<b>General Unsecured Claim</b>	Any Claim against any of the Debtors that is not: (i) paid in full, assumed, or otherwise satisfied prior to the Plan Effective Date pursuant to an order of the Bankruptcy Court; (ii) a DIP Claim, (iii) an Administrative Claim, (iv) a Priority Tax Claim, (v) an Other Secured Claim, (vi) an Other Priority Claim, (vii) an Emergency Loan Claim (viii) a Senior Loan Claim, or (ix) an Intercompany Claim.
<b>Governmental Unit</b>	As defined in section 101(27) of the Bankruptcy Code.

<b>Holder</b>	An Entity holding a Claim against or an Interest in any Debtor, as applicable.
<b>Indemnified Parties</b>	All current and former directors and officers, and current and former managers, employees, attorneys, accountants, investment bankers, and other Professionals of, or acting on behalf of, the Company Parties, as applicable.
<b>Intercompany Claim</b>	Any Claim against a Company Party held by another Company Party.
<b>Intercompany Interest</b>	Any Interest in a Debtor held by another Debtor.
<b>Interest</b>	Any shares (or any class thereof), common stock, limited liability company interests, and any other equity, ownership, or profits interests of any Company Party, and options, warrants, rights, or other securities or agreements to acquire or subscribe for, or which are convertible into the shares (or any class thereof) of, common stock, limited liability company interests, or other equity, ownership, or profits interests of any Company Party (in each case whether or not arising under or in connection with any employment agreement).
<b>Interim DIP Order</b>	An interim order by the Bankruptcy Court approving the DIP Facilities, which shall be in form and substance acceptable to the Required Ad Hoc Group of Senior Lenders, the Required Consenting Senior Bank Lenders, and, to the extent not previously satisfied in full, the Required Emergency Lenders.
<b>Junior DIP Facility</b>	As defined in this Restructuring Term Sheet.
<b>Junior DIP Term Sheet</b>	As defined in this Restructuring Term Sheet.
<b>Laws</b>	Any federal, state, local, or foreign law (including common law), statute, code, ordinance, rule, regulation, order, ruling, or judgment, in each case, that is validly adopted, promulgated, issued, or entered by a governmental authority of competent jurisdiction (including the Bankruptcy Court).
<b>Lien</b>	As defined in section 101(37) of the Bankruptcy Code.
<b>Marelli</b>	As defined in this Restructuring Term Sheet.
<b>Marketing Procedures</b>	As defined in the Restructuring Support Agreement.
<b>New Board</b>	The board of directors of the Reorganized Debtors.
<b>New Organizational Documents</b>	Any organizational and governance documents for the Reorganized Debtors and its subsidiaries and Affiliates, including, without limitation, certificates of incorporation, certificates of formation or certificates of limited partnership (or equivalent organizational documents), bylaws,

	limited liability company agreements (or equivalent governing documents), as applicable. The New Organizational Documents shall include terms necessary for each investor to make its investment in the Company in compliance with all legal and regulatory requirements.
<b>Non-Participating Senior Lender</b>	Any Senior Lender who is not a Participating Senior Lender.
<b>Other Priority Claim</b>	Any Claim other than an Administrative Claim or a Priority Tax Claim entitled to priority in right of payment under section 507(a) of the Bankruptcy Code.
<b>Other Secured Claim</b>	As defined in this Restructuring Term Sheet.
<b>Participating Senior Lender</b>	A Senior Lender who is also a DIP Lender.
<b>Parties</b>	The Company Parties and the Consenting Stakeholders.
<b>Petition Date</b>	As defined in this Restructuring Term Sheet.
<b>Plan Consummation</b>	The occurrence of the Plan Effective Date.
<b>Plan Sponsors</b>	As defined in the Restructuring Support Agreement.
<b>Plan Supplement</b>	As defined in the Restructuring Support Agreement.
<b>Priority Tax Claims</b>	Any Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.
<b>Pro Rata</b>	The proportion that an Allowed Claim or Allowed Interest in a particular class bears to the aggregate amount of all Allowed Claims or Allowed Interests in that class.
<b>Professional</b>	An Entity: (a) employed in the Chapter 11 Cases pursuant to an order of the Bankruptcy Court in accordance with sections 327, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered and expenses incurred pursuant to sections 327, 328, 329, 330, 331, and 363 of the Bankruptcy Code or (b) for which compensation and reimbursement has been Allowed by Final Order of the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.
<b>Professional Claims</b>	All claims for accrued, contingent, and/or unpaid fees and expenses incurred by a Professional through and including the Plan Effective Date to the extent such fees and expenses have not been paid pursuant to an order of the Bankruptcy Court.

<b>Professional Fee Escrow Account</b>	An interest-bearing escrow account to be funded by the Debtors with Cash on or before the Plan Effective Date in an amount equal to the Professional Fee Escrow Amount, which shall be in accordance with the DIP Budget.
<b>Proof of Claim</b>	A proof of claim Filed against any of the Debtors in the Chapter 11 Cases by the applicable Bar Date as established by the Court.
<b>Reinstatement or Reinstated</b>	With respect to Claims and Interests, that the Claim or Interest shall be rendered unimpaired in accordance with section 1124 of the Bankruptcy Code.
<b>Related Party</b>	As defined in <u>Exhibit 2</u> .
<b>Released Parties</b>	As defined in <u>Exhibit 2</u> .
<b>Releasing Parties</b>	As defined in <u>Exhibit 2</u> .
<b>Required Plan Sponsors</b>	As defined in the Restructuring Support Agreement.
<b>Restructuring Support Agreement</b>	As defined in this Restructuring Term Sheet.
<b>Restructuring Transactions</b>	As defined in this Restructuring Term Sheet.
<b>Restructuring Transactions Memorandum</b>	That certain memorandum as may be amended, supplemented, or otherwise modified from time to time, describing the steps to be carried out to effectuate the Restructuring Transactions, the form of which shall be included in the Plan Supplement, which shall be in form and substance reasonably acceptable to the DIP Lenders, the Required Consenting Senior Bank Lenders, the Consenting Equity Sponsor, and the Debtors.
<b>Securities</b>	As set forth in section 2(a)(1) of the Securities Act.
<b>Securities Act</b>	The U.S. Securities Act of 1933, 15 U.S.C. §§ 77a–77aa, as now in effect or hereafter amended, and the rules and regulations promulgated thereunder.
<b>Senior DIP Facility</b>	As defined in this Restructuring Term Sheet.
<b>Senior DIP Term Sheet</b>	As defined in this Restructuring Term Sheet.
<b>Senior Lender Priority Recovery</b>	As defined in this Restructuring Term Sheet.
<b>Senior Loan Claim</b>	As defined in the Restructuring Support Agreement.

<b>Special Committee</b>	That certain special committee of the board of managers of Debtor Marelli Holdings Co., Ltd., comprised of Stefan Selig, Roger Meltzer, and Noboru Yamamoto.
<b>Superior Proposal</b>	As defined in the Marketing Procedures.
<b>Tranche A DIP Claim</b>	Any DIP Claim in Respect of a Tranche A Loan.
<b>Tranche B DIP Claim</b>	Any DIP Claim in Respect of a Tranche B Loan.
<b>Tranche C DIP Claim</b>	Any DIP Claim in Respect of a Tranche C Loan.