

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:	)	
	)	Chapter 11
MARELLI AUTOMOTIVE LIGHTING USA LLC, <i>et al.</i> , <sup>1</sup>	)	Case No. 25-11034 (CTG)
Debtors.	)	(Jointly Administered)
	)	
	)	<b>Re: Docket Nos. 11, 117</b>

Objection Deadline: July 9, 2025 at 4:00 p.m. (ET)  
Hearing Date: July 16, 2025 at 2:00 p.m. (ET)

**NOTICE OF ENTRY OF INTERIM ORDER AND FINAL HEARING  
REGARDING MOTION OF DEBTORS FOR ENTRY OF INTERIM AND FINAL  
ORDERS (I) AUTHORIZING THE DEBTORS TO (A) MAINTAIN INSURANCE  
COVERAGE ENTERED INTO PREPETITION AND PAY RELATED PREPETITION  
OBLIGATIONS, (B) RENEW, SUPPLEMENT, MODIFY, OR PURCHASE INSURANCE  
COVERAGE, (C) MAINTAIN, RENEW, OR SUPPLEMENT THE SURETY BONDS,  
AND (D) PAY BROKERAGE FEES AND (II) GRANTING RELATED RELIEF**

**PLEASE TAKE NOTICE** that on June 11, 2025, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed the *Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Maintain Insurance Coverage Entered Into Prepetition and Pay Related Prepetition Obligations, (B) Renew, Supplement, Modify, or Purchase Insurance Coverage, (C) Maintain, Renew, or Supplement the Surety Bonds, and (D) Pay Brokerage Fees and (II) Granting Related Relief* (the “Motion”) [Docket No. 11] with the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”). A copy of the Motion is attached hereto as **Exhibit 1**.

**PLEASE TAKE FURTHER NOTICE** that the Debtors presented certain first-day motions at a hearing before the Honorable Craig T. Goldblatt at the Bankruptcy Court on June

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

12, 2025. The Bankruptcy Court granted the relief requested by the Motion on an interim basis and entered the *Interim Order (I) Authorizing the Debtors to (A) Maintain Insurance Coverage Entered Into Prepetition and Pay Related Prepetition Obligations, (B) Renew, Supplement, Modify, or Purchase Insurance Coverage, (C) Maintain, Renew, or Supplement the Surety Bonds, and (D) Pay Brokerage Fees and (II) Granting Related Relief* (the “Interim Order”) [Docket No. 117]. A copy of the Interim Order is attached hereto as **Exhibit 2**.

**PLEASE TAKE FURTHER NOTICE** that any response or objection to the entry of a final order with respect to the relief sought in the Motion must be filed with the Bankruptcy Court on or before **July 9, 2025 at 4:00 p.m. prevailing Eastern Time**.

**PLEASE TAKE FURTHER NOTICE** that at the same time, you must also serve a copy of the response or objection upon: (a) the Debtors, 26555 Northwestern Highway, Southfield, Michigan 48033, Attn.: Marisa Iasenza; (b) proposed counsel to the Debtors, (i) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Joshua A. Sussberg, P.C., Nicholas M. Adzima, and Evan Swager, (ii) Kirkland & Ellis LLP, 333 West Wolf Point Plaza, Chicago, Illinois 60654, Attn.: Ross M. Kwasteniet, P.C. and Spencer A. Winters, P.C., and (iii) Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, P.O. Box 8705, Wilmington, Delaware 19899 (Courier 19801), Attn.: Laura Davis Jones, Timothy P. Cairns, and Edward A. Corma; (c) the United States Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn.: Jane Leamy and Timothy J. Fox, Jr.; (d) counsel to the DIP Agent, Mayer Brown LLP, 1221 Avenue of the Americas, New York, New York 10020-1001, Attn.: Jason Elder; (e) counsel to Mizuho Bank, Ltd., in all capacities other than as Prepetition Agent, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017, Attn.: Timothy Graulich and Richard J. Steinberg; (f) counsel to Mizuho

Bank, Ltd., in its capacity as the Prepetition Agent, Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Wilmington, Delaware 19801, Attn.: Robert S. Brady and Andrew L. Magaziner; (g) counsel to the Ad Hoc Group of Senior Lenders: (i) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036, Attn: Ira S. Dizengoff and Anna Kordas, (ii) Akin Gump Strauss Hauer & Feld LLP, 2001 K Street NW, Washington, D.C., 20006, Attn.: Scott L. Alberino, Kate Doorley, and Alexander F. Antypas, and (iii) Cole Schotz P.C., 500 Delaware Avenue, Suite 600, Wilmington, Delaware 19801, Attn: Justin R. Alberto and Stacy L. Newman; (h) counsel to the Sponsors, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019-6064, Attn.: Brian S. Hermann and Jacob A. Adlerstein; and (i) any statutory committee appointed in these chapter 11 cases.

**PLEASE TAKE FURTHER NOTICE THAT IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE FINAL RELIEF REQUESTED BY THE MOTION WITHOUT FURTHER NOTICE OR HEARING.**

**PLEASE TAKE FURTHER NOTICE THAT A HEARING TO CONSIDER THE FINAL RELIEF SOUGHT IN THE MOTION WILL BE HELD ON **JULY 16, 2025 AT 2:00 P.M. PREVAILING EASTERN TIME** BEFORE THE HONORABLE CRAIG T. GOLDBLATT, UNITED STATES BANKRUPTCY COURT JUDGE, AT THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 MARKET STREET, 3RD FLOOR, COURTROOM NO. 7, WILMINGTON, DELAWARE 19801.**

*[Remainder of page intentionally left blank]*

Dated: June 13, 2025  
Wilmington, Delaware

*/s/ Laura Davis Jones*

**PACHULSKI STANG ZIEHL & JONES LLP**

Laura Davis Jones (DE Bar No. 2436)  
Timothy P. Cairns (DE Bar No. 4228)  
Edward A. Corma (DE Bar No. 6718)  
919 North Market Street, 17th Floor  
P.O. Box 8705  
Wilmington, Delaware 19899 (Courier 19801)  
Telephone: (302) 652-4100  
Facsimile: (302) 652-4400  
Email: ljones@pszjlaw.com  
tcairns@pszjlaw.com  
ecorma@pszjlaw.com

**KIRKLAND & ELLIS LLP**

**KIRKLAND & ELLIS INTERNATIONAL LLP**

Joshua A. Sussberg, P.C. (admitted *pro hac vice*)  
Nicholas M. Adzima (admitted *pro hac vice*)  
Evan Swager (admitted *pro hac vice*)  
601 Lexington Avenue  
New York, New York 10022  
Telephone: (212) 446-4800  
Facsimile: (212) 446-4900  
Email: joshua.sussberg@kirkland.com  
nicholas.adzima@kirkland.com  
evan.swager@kirkland.com

-and-

Ross M. Kwasteniet, P.C. (admitted *pro hac vice*)  
Spencer A. Winters, P.C. (admitted *pro hac vice*)  
333 West Wolf Point Plaza  
Chicago, Illinois 60654  
Telephone: (312) 862-2000  
Facsimile: (312) 862-2200  
Email: ross.kwasteniet@kirkland.com  
spencer.winters@kirkland.com

*Proposed Co-Counsel for the Debtors  
and Debtors in Possession*

*Proposed Co-Counsel for the Debtors  
and Debtors in Possession*

**Exhibit 1**

**Motion**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:	)	
	)	Chapter 11
MARELLI AUTOMOTIVE LIGHTING USA LLC, <i>et al.</i> , <sup>1</sup>	)	Case No. 25-11034 (___)
Debtors.	)	(Joint Administration Requested)
	)	

**MOTION OF DEBTORS FOR ENTRY OF  
INTERIM AND FINAL ORDERS (I) AUTHORIZING THE DEBTORS TO  
(A) MAINTAIN INSURANCE COVERAGE ENTERED INTO PREPETITION AND PAY  
RELATED PREPETITION OBLIGATIONS, (B) RENEW, SUPPLEMENT, MODIFY, OR  
PURCHASE INSURANCE COVERAGE, (C) MAINTAIN, RENEW, OR SUPPLEMENT THE  
SURETY BONDS, AND (D) PAY BROKERAGE FEES AND (II) GRANTING RELATED RELIEF**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) state as follows in support of this motion:<sup>2</sup>

**Relief Requested**

1. The Debtors seek entry of interim and final orders, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B** (the “Interim Order” and “Final Order,” respectively), (a) authorizing the Debtors to (i) maintain insurance coverage under the Insurance Policies (as defined herein) entered into prepetition and pay any related prepetition or postpetition amounts or obligations related thereto in the ordinary course of business, (ii) maintain, renew, supplement,

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

<sup>2</sup> A detailed description of the Debtors and their business, including the circumstances giving rise to the Debtors’ chapter 11 cases, is set forth in the *Declaration of David Slump, Chief Executive Officer of Marelli Automotive Lighting USA, LLC, in Support of First Day Motions*, filed contemporaneously herewith (the “First Day Declaration”). Capitalized terms used but not defined in this motion shall have the meanings ascribed to them in the First Day Declaration. In support of this motion, the Debtors submit the *Declaration of Tony Simion, Managing Director of Alvarez & Marsal North America, LLC, in Support of First Day Motions*, filed contemporaneously herewith.

modify, or purchase insurance coverage in the ordinary course of business, (iii) maintain, renew, or supplement the Surety Bonds (as defined herein) in the ordinary course of business, and (iv) continue to pay Brokerage Fees (as defined herein) related to the Insurance Policies and Surety Bonds and (b) granting related relief. In addition, the Debtors request that the Court schedule a final hearing approximately twenty-one days from the commencement of these chapter 11 cases to consider approval of this motion on a final basis.

### **Jurisdiction and Venue**

2. The United States Bankruptcy Court for the District of Delaware (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2), and the Debtors confirm their consent, pursuant to rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), to the entry of a final order by the Court in connection with this motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The statutory bases for the relief requested herein are sections 105(a), 363(b), 503(b)(1)(A), 1107(a), and 1108 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), rules 2002, 6003, 6004, and 6006 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Local Rules 2002-1 and 9013-1.

### **Background**

5. The Debtors, together with their non-Debtor affiliates (collectively, “Marelli” or the “Company”) are one of the largest international automotive parts suppliers in the world and a pioneer in motorsports and in automobile manufacturing and design. With its headquarters in Saitama, Japan and over 46,000 employees located in twenty-four countries around the world, Marelli designs and produces sophisticated technologies for leading automotive manufacturers, including lighting and sensor integrations, electronic systems, software solutions, and interior design products, and collaborates with motor sports teams and other industry leaders to research and develop cutting-edge, high-performance automotive components.

6. On June 11, 2025 (the “Petition Date”), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their property as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. Concurrent with the filing of this motion, the Debtors filed a motion requesting procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). No request for the appointment of a trustee or examiner has been made in these chapter 11 cases, and no official committees have been appointed or designated.

### **The Insurance Policies and Related Payment Obligations**

7. In the ordinary course of business, the Debtors maintain 263 insurance policies (collectively, the “Insurance Policies”) administered by various third-party insurance carriers (collectively, the “Insurance Carriers”). The Insurance Policies provide coverage for losses related to, among other things, property and casualty, environmental liability, marine cargo and inland shipping, directors’ and officers’ liability, cybersecurity and data loss, crime, employment practices liability, kidnapping and ransom liability, accident liability, employer’s liability, product

liability, product recall, fidelity, auto liability, and general liability.<sup>3</sup> A schedule of the Insurance Policies is attached hereto as **Exhibit C**.<sup>4</sup> The 2024 aggregate annual premium obligations associated with the Insurance Policies (the “Insurance Premiums”) were approximately \$15,686,000,<sup>5</sup> not including applicable taxes, surcharges, deductibles, or self-insured retentions. The Debtors seek authority, but not direction, in their business judgment, to make payments on account of the Insurance Premiums and other obligations in an aggregate amount not to exceed \$10,267,000, of which \$2,850,000 shall be available upon entry of the Interim Order and the remaining amount upon entry of the Final Order.

8. The Debtors’ ability to maintain the Insurance Policies, to renew, supplement, and modify the same as needed, and to enter into new insurance policies and incur corresponding premium payments in the ordinary course of business is essential to preserving the value of the Debtors’ business and assets. Moreover, in many instances, insurance coverage is required by statutes, rules, regulations, and contracts that govern the Debtors’ commercial activities, as well as the Bankruptcy Code and the *Region 3 Operating Guidelines for Chapter 11 Cases* (the “U.S. Trustee Guidelines”) published by the Office of the United States Trustee for the District of Delaware (the “U.S. Trustee”), which require, among other things, that a debtor maintain adequate

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<sup>3</sup> The descriptions of the Insurance Policies set forth in this motion constitute a summary only. The actual terms of the Insurance Policies and related agreements will govern in the event of any inconsistency with the description in this motion. The Debtors request authority to honor obligations and renew all Insurance Policies, as applicable, regardless of whether the Debtors include a particular Insurance Policy on **Exhibit C**.

<sup>4</sup> In addition to the Insurance Policies listed on **Exhibit C** attached to the motion, the Debtors maintain numerous insurance policies with respect to, among other things, employee health, dental, disability, and life insurance benefits. These policies are described, and relief is requested with respect to the policies, in the *Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses and (B) Continue the Compensation and Benefits Programs and (II) Granting Related Relief* filed contemporaneously herewith.

<sup>5</sup> Monetary amounts stated herein originally denominated in euros or other currencies have been converted to the United States dollar based on current exchange rates retrieved at the close of business on May 31, 2025 (prevailing Eastern Time).

coverage given the circumstances of its chapter 11 case. *See* 11 U.S.C. § 1112(b)(4)(C) and U.S. Trustee Guidelines § 3. It is therefore critical for the Debtors to maintain appropriate insurance coverage at all times.

9. Accordingly, the Debtors seek authority to (i) pay any prepetition obligations owing on account of the Insurance Policies, (ii) maintain the existing Insurance Policies, (iii) pay Premiums and Brokerage Fees (each as defined below) related thereto, (iv) renew, amend, supplement, or modify the Insurance Policies as needed, and (v) enter into new insurance policies in the ordinary course of business to ensure uninterrupted coverage.

### **The Surety Bonds**

10. In the ordinary course of business, the Debtors are required to provide surety bonds, performance bonds, and similar forms of assurance to certain third parties, including governmental units and other public agencies, to secure the payment or enforcement of certain obligations. The Debtors maintain approximately 1,100 active surety bonds (the “Surety Bonds”) issued by certain surety providers (collectively, the “Sureties”).<sup>6</sup> The issuance of a Surety Bond shifts the risk of the Debtors’ nonperformance or nonpayment from the Debtors to the applicable Surety. Maintaining the Surety Bonds is necessary for, among other things, ensuring compliance with regulations, providing required credit assurance to trade counterparties, and facilitating the Debtors’ authorization to operate in certain jurisdictions.

11. The majority of the Surety Bonds provide the Debtors with coverage for various potential employment-related obligations that may arise in the ordinary course of business in

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<sup>6</sup> The descriptions of the Surety Bonds set forth in this motion constitute a summary only. The actual terms of the Surety Bonds and related agreements will govern in the event of any inconsistency with the description in this motion. The Debtors request authority to honor obligations and renew all Surety Bonds, as applicable, regardless of whether the Debtors include a particular Surety Bond on **Exhibit D**.

Brazil. Specifically, the Debtors regularly obtain Surety Bonds in Brazil in order to: (a) guarantee payment of rent obligations for employees whom the Debtors have relocated to support their operations in Brazil; and (b) mitigate risk in circumstances where former employees may be able to assert employment-related claims against the Debtors. The remaining Surety Bonds cover ordinary-course obligations incurred by the Debtors in Europe and North America related to credit assurances to trade counterparties and regulatory compliance (such bonds, collectively, the “Commercial Surety Bonds”). A schedule of the Commercial Surety Bonds is attached hereto as **Exhibit D**.

12. To continue ordinary-course operations during these chapter 11 cases, the Debtors must be able to provide required financial assurance to regulatory agencies, other governmental units, and other parties in the ordinary course of business. As such, the Debtors must preserve their ability to maintain the existing Surety Bonds, including paying the premiums due in connection therewith (the “Surety Premiums” and, together with the Insurance Premiums, the “Premiums”) and renewing, canceling, or potentially acquiring additional bonding capacity, and executing other agreements as needed, in each case, in the ordinary course of business in connection with the Surety Bonds. Failure to provide, maintain, cancel, or timely replace the Surety Bonds as necessary could prevent the Debtors from undertaking essential functions related to their operations and fulfilling their legal obligations during these chapter 11 cases.

13. The Surety Premiums are generally assessed on an annual basis and are paid by the Debtors when the Surety Bonds are issued and upon each renewal. The Debtors paid an aggregate amount of approximately \$550,000 in the twelve-month period preceding the Petition Date to maintain the Surety Bonds. As of the Petition Date, the Debtors do not believe that they owe any amounts on account of prepetition Surety Premiums. Nevertheless, out of an abundance of caution,

the Debtors request authority to pay any prepetition obligations owed on account of the Surety Bonds, maintain and renew the Surety Bonds in the ordinary course of business, enter into any surety bonds in the ordinary course of business, and continue to pay such obligations postpetition as they come due in the ordinary course of business to ensure uninterrupted coverage.

### **The Brokerage Fees**

14. The Debtors obtain all of their Insurance Policies and Surety Bonds through insurance and surety brokers (the “Brokers”). Aon S.p.A. (“Aon”), an Italian affiliate of global insurance company Aon plc, serves as the Broker for the Debtors’ global suite of Insurance Policies. The Surety Bonds are provided by Brokers Aon, Junto Seguros S.A., Pottencial Seguradora S.A., and V. Alexander & Co., Inc. on an as-needed basis. The Brokers, among other things: (a) assist the Debtors in obtaining comprehensive insurance coverage and surety bonds for their operations in a cost-effective manner; (b) advise the Debtors in negotiations, enabling the Debtors to obtain the more advantageous terms and competitive rates; (c) manage renewal data; and (d) provide ongoing support throughout the applicable policy periods for the Insurance Policies and the Surety Bonds. In exchange for these services, the Debtors pay broker commissions and brokerage fees (collectively, the “Brokerage Fees”).

15. The Debtors anticipate that approximately \$1,358,000 in Brokerage Fees will come due during these chapter 11 cases. To ensure uninterrupted coverage under the Insurance Policies and the Surety Bonds, the Debtors seek authority, but not direction, in their business judgment, to make payments on account of the Broker Fees in an aggregate amount not to exceed \$1,358,000, of which \$679,000 shall be available upon entry of the Interim Order and the remaining amount upon entry of the Final Order.

### **Basis for Relief**

#### **I. The Bankruptcy Code and U.S. Trustee Guidelines Require the Debtors to Maintain Insurance Coverage and Satisfy Their Insurance Obligations.**

16. The Insurance Policies and Surety Bonds provide a comprehensive range of protection for the Debtors' business, properties, and assets, and in some cases, are required by the regulations, laws, and contracts that govern the Debtors' commercial activities. Section 1112(b)(4)(C) of the Bankruptcy Code provides that "failure to maintain appropriate insurance that poses a risk to the estate or to the public" is "cause" for mandatory conversion or dismissal of a chapter 11 case. In addition, the U.S. Trustee Guidelines provide that a debtor is required to maintain certain types of insurance following the Petition Date. *See* U.S. Trustee Guidelines § 3.

17. To ensure that the Debtors comply with section 1112(b)(4)(C) of the Bankruptcy Code, applicable state and federal regulations, and the U.S. Trustee Guidelines, the Debtors respectfully request the authority to satisfy obligations related to the Insurance Policies and Surety Bonds in the ordinary course of business, including any prepetition amounts due in connection with Premiums, Brokerage Fees, and related fees, and if necessary, to renew, supplement, or purchase insurance policies and surety bonds on a postpetition basis in the ordinary course of business.

#### **II. Renewing, Supplementing, Purchasing, and Entering into New Insurance Policies and Surety Bonds and Satisfying Obligations Thereto in the Ordinary Course of Business Are Each Warranted.**

18. The relief requested herein is essential to the Debtors' continuation of ordinary-course operations and, as such, is warranted under sections 105(a) and 363 of the Bankruptcy Code. Courts have recognized that it is appropriate to authorize the payment of prepetition obligations where necessary to protect and preserve the estate, including an operating business's going-concern value. *See, e.g., In re Just for Feet, Inc.*, 242 B.R. 821, 825–26

(D. Del. 1999); *see also In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002); *In re Ionosphere Clubs, Inc.*, 98 B.R. 174, 175–76 (Bankr. S.D.N.Y. 1989); *In re James A. Phillips, Inc.*, 29 B.R. 391, 398 (S.D.N.Y. 1983). In so doing, these courts acknowledge that several legal theories rooted in sections 105(a) and 363(b) of the Bankruptcy Code support the payment of prepetition claims.

19. Section 363(b) of the Bankruptcy Code permits a bankruptcy court to authorize a debtor to “use, sell, or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b)(1); *see also In re Montgomery Ward Holding Corp.*, 242 B.R. 147, 153 (D. Del. 1999) (“In determining whether to authorize the use, sale or lease of property of the estate under this section, courts require the debtor to show that a sound business purpose justifies such actions.”); *James A. Phillips*, 29 B.R. at 397 (relying on section 363 to allow contractor to pay prepetition claims of suppliers who were potential lien claimants because the payments were necessary for general contractors to release funds owed to debtors); *Ionosphere Clubs*, 98 B.R. at 175 (noting that section 363(b) of the Bankruptcy Code provides “broad flexibility” to authorize a debtor to honor prepetition claims where supported by an appropriate business justification); *In re Phx. Steel Corp.*, 82 B.R. 334, 335–36 (Bankr. D. Del. 1987) (requiring the debtor to show a “good business reason” for a proposed transaction under section 363(b)). In addition, pursuant to sections 1107(a) and 1108 of the Bankruptcy Code, a debtor in possession is a fiduciary “holding the bankruptcy estate and operating the business for the benefit of its creditors and (if the value justifies) equity owners.” *CoServ*, 273 B.R. at 497. Implicit in the fiduciary duties of any debtor in possession is the obligation to “protect and preserve the estate, including an operating business’s going concern value.” *Id.*

20. Moreover, section 503(b)(1)(A) of the Bankruptcy Code provides that: “After notice and a hearing, there shall be allowed administrative expenses[,] including . . . the actual, necessary costs and expenses of preserving the estate.” 11 U.S.C. § 503(b)(1)(A). The Court, therefore, can authorize the Debtors to use estate funds to pay any obligations under the Insurance Policies and Surety Bonds arising during or relating to the period after the Petition Date.

21. Courts also authorize payment of prepetition claims in appropriate circumstances based on section 105(a) of the Bankruptcy Code, which codifies a bankruptcy court’s inherent equitable powers to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a). Under section 105(a) of the Bankruptcy Code, courts may authorize pre plan payments of prepetition obligations when essential to the continued operation of a debtor’s business. *See Just for Feet*, 242 B.R. at 825–26. Specifically, a court may use its power under section 105(a) of the Bankruptcy Code to authorize payment of prepetition obligations pursuant to the “necessity of payment” rule (also referred to as the “doctrine of necessity”). *See, e.g., Ionosphere Clubs*, 98 B.R. at 176; *In re Lehigh & New Eng. Ry. Co.*, 657 F.2d 570, 581 (3d Cir. 1981) (stating that courts may authorize payment of prepetition claims when there “is the possibility that the creditor will employ an immediate economic sanction, failing such payment”); *see also In re Columbia Gas Sys., Inc.*, 171 B.R. 189, 191–92 (Bankr. D. Del. 1994) (noting that, in the Third Circuit, debtors may pay prepetition claims that are essential to the continued operation of the business). A bankruptcy court’s use of its equitable powers to “authorize the payment of prepetition debt when such payment is needed to facilitate the rehabilitation of the debtor is not a novel concept.” *Ionosphere Clubs*, 98 B.R. at 175–76 (citing *Miltenberger v. Logansport, C. & S.W. Ry. Co.*, 106 U.S. 286 (1882)). Indeed, at least one court has recognized that there are instances when a debtor’s fiduciary duty can “only be fulfilled by the

preplan satisfaction of a prepetition claim.” *CoServ*, 273 B.R. at 497. Accordingly, pursuant to sections 105(a) and 363(b) of the Bankruptcy Code, the Court may grant the relief requested herein.

22. The doctrine of necessity is satisfied here. The nature of the Debtors’ business and these chapter 11 cases render it essential for the Debtors to maintain their Insurance Policies and Surety Bonds on an ongoing and uninterrupted basis. The non-payment of any Premiums, Brokerage Fees, or related fees under the Insurance Policies or Surety Bonds could result in one or more of the Insurance Carriers or Sureties terminating or declining to renew the Insurance Policies or Surety Bonds or refusing to enter into new insurance policies or surety bonds with the Debtors. If any of the Insurance Policies or Surety Bonds lapse without renewal, the Debtors could be exposed to substantial liability to the detriment of all parties in interest.

23. Any interruption in insurance coverage or lapse in maintenance of a Surety Bond would expose the Debtors to a number of risks, including: (i) the possible incurrence of direct liability for the payment of claims that otherwise would have been covered by the Insurance Policies or Surety Bonds; (ii) the possible incurrence of material costs and other losses that otherwise would have been reimbursed; (iii) the possible inability to obtain similar insurance coverage or surety bonds on terms as equally favorable as the present coverage; and (iv) the possible incurrence of higher costs for re-establishing lapsed Insurance Policies or obtaining new insurance coverage or surety bonds. In short, failure to maintain the Insurance Policies and any Surety Bonds could have a detrimental impact on the Debtors’ business and the value of their estates.

24. Furthermore, the continued retention of the Brokers allows the Debtors and their employees to focus on their core operational matters. The Debtors are not well-suited to bring the

services provided by the Brokers in-house. If the Debtors fail to make timely payments to the Brokers, the Debtors may lose access to the Broker's valuable services, disrupting management to the detriment of all stakeholders. Accordingly, the requirements of section 363(b) of the Bankruptcy Code are satisfied.

25. The Debtors seek to maintain, continue, amend, supplement, modify, and extend their existing Insurance Policies and Surety Bonds, and purchase new Insurance Policies and Surety Bonds in the ordinary course of business. As noted above, continuation of the Insurance Policies and the Surety Bonds is essential to continuing uninterrupted operations during these chapter 11 cases and preserving the value of the Debtors' business, properties, and assets of the estates. The Insurance Policies protect the Debtors and other parties in interest from losses caused by crime, natural disaster, accidents, or other unforeseen events. Moreover, in some cases, maintenance of insurance coverage is required by the regulations, laws, and contracts that govern the Debtors' commercial activities, including the U.S. Trustee's requirement that a debtor maintain adequate coverage during these chapter 11 case. Accordingly, in the event any of the Insurance Policies lapse or new coverage is required or necessary, it is imperative that the Debtors be able to renew, supplement, or purchase insurance coverage or surety bonds on a postpetition basis in the ordinary course of business.

26. Courts in this district have granted relief similar to the relief requested herein under sections 105(a) and 363(b) of the Bankruptcy Code. *See, e.g., In re Liberated Brands LLC*, No. 25-10168 (JKS) (Bankr. D. Del. Feb. 28, 2025) (authorizing debtors to maintain current insurance coverage, surety coverage, and letters of credit, satisfy prepetition obligations thereto, and renew, amend, supplement, extend, or purchase insurance policies, surety bonds, and letters of credit); *In re JOANN Inc.*, No. 25-10068 (CTG) (Bankr. D. Del. Feb. 10, 2025) (same);

*In re Am. Tire Distribs., Inc.*, No. 24-12391 (CTG) (Bankr. D. Del. Nov. 18, 2024) (authorizing debtors to maintain current insurance coverage, pay related prepetition obligations, and renew, supplement, modify, and purchase insurance coverage); *In re Accuride Corp.*, No. 24-12289 (JKS) (Bankr. D. Del. Nov. 13, 2024) (same); *In re Wheel Pros, LLC*, No. 24-11939 (JTD) (Bankr. D. Del. Oct. 10, 2024) (same).

**Processing of Checks and Electronic Fund Transfers Should Be Authorized**

27. The Debtors have sufficient funds to pay the amounts described in this motion in the ordinary course of business by virtue of expected cash flows from ongoing business operations and anticipated access to debtor-in-possession financing. In addition, under the Debtors' existing cash management system, the Debtors can readily identify checks or wire transfer requests as relating to any authorized payment in respect of the relief requested herein. Accordingly, the Debtors do not believe that checks or wire transfer requests, other than those relating to authorized payments, will be inadvertently honored. Therefore, the Debtors request authority to authorize all applicable financial institutions, when requested by the Debtors, to receive, process, honor, and pay any and all checks or wire transfer requests in respect of the relief requested in this motion.

**The Requirements of Bankruptcy Rule 6003(b) Are Satisfied**

28. Bankruptcy Rule 6003 empowers a court to grant certain relief within the first twenty-one days after the petition date only "to the extent that relief is necessary to avoid immediate and irreparable harm." For the reasons discussed above, an immediate and orderly transition into chapter 11 is critical to the viability of the Debtors' operations. Failure to receive the requested relief during the first twenty-one days of these chapter 11 cases would severely disrupt the Debtors' operations at this critical juncture and cause immediate and irreparable harm. The requested relief is necessary for the Debtors to operate their businesses in the ordinary course, preserve the ongoing value of their operations, and maximize value of their estates for the

benefit of all stakeholders. The Debtors have demonstrated that the requested relief is “necessary to avoid immediate and irreparable harm,” as contemplated by Bankruptcy Rule 6003, and the Court should grant the requested relief.

### **Reservation of Rights**

29. Nothing contained in this motion or any order granting the relief requested in this motion, and no action taken by the Debtors pursuant to the relief requested or granted (including any payment made in accordance with any such order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount, validity, or priority of, or basis for, any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors’ or any other party in interest’s rights to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in this motion or any order granting the relief requested by this motion; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors’ estates; or (g) a waiver or limitation of any claims, causes of action, or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law. If the Court grants the relief sought herein, any payment made pursuant to the Court’s order is not intended and should not be construed as an admission as to the validity, priority, or amount of any particular claim or a waiver of the Debtors’ rights to subsequently dispute such claim.

**Waiver of Bankruptcy Rule 6004(a) and 6004(h)**

30. To implement the foregoing successfully, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the fourteen-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h).

**Notice**

31. The Debtors will provide notice of this motion to: (a) the U.S. Trustee; (b) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (c) the office of the attorney general for each of the states in which the Debtors operate; (d) United States Attorney's Office for the District of Delaware; (e) the Internal Revenue Service; (f) the United States Securities and Exchange Commission; (g) the United States Department of Justice; (h) Mayer Brown LLP, as counsel to the DIP Agent; (i) Davis Polk & Wardwell LLP, as counsel to Mizuho Bank, Ltd., in all capacities other than as Prepetition Agent; (j) Young Conaway Stargatt & Taylor, LLP, as counsel to Mizuho Bank, Ltd., in its capacity as Prepetition Agent; (k) Akin Gump Strauss Hauer & Feld LLP and Cole Schotz P.C., as counsel to the Ad Hoc Group of Senior Lenders; (l) Paul, Weiss, Rifkind, Wharton & Garrison LLP, as counsel to the Sponsors; (m) the Insurance Carriers; (n) the Sureties; (o) the Brokers; and (p) any party that has requested notice pursuant to Bankruptcy Rule 2002 (the "Notice Parties"). As this motion is seeking "first day" relief, the Debtors will serve copies of this motion and any order entered in respect to this motion as required by Local Rule 9013-1(m). In light of the nature of the relief requested, no other or further notice need be given.

**No Prior Request**

32. No prior request for the relief sought in this motion has been made to this or any other court.

WHEREFORE, the Debtors request entry of the Interim Order and Final Order, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B**, (a) granting the relief requested herein and (b) granting such other relief as the Court deems appropriate under the circumstances.

Dated: June 11, 2025  
Wilmington, Delaware

*/s/ Laura Davis Jones*

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**PACHULSKI STANG ZIEHL & JONES LLP**

Laura Davis Jones (DE Bar No. 2436)  
Timothy P. Cairns (DE Bar No. 4228)  
Edward A. Corma (DE Bar No. 6718)  
919 North Market Street, 17th Floor  
P.O. Box 8705  
Wilmington, Delaware 19899 (Courier 19801)  
Telephone: (302) 652-4100  
Facsimile: (302) 652-4400  
Email: [ljones@pszjlaw.com](mailto:ljones@pszjlaw.com)  
[tcairns@pszjlaw.com](mailto:tcairns@pszjlaw.com)  
[ecorma@pszjlaw.com](mailto:ecorma@pszjlaw.com)

**KIRKLAND & ELLIS LLP**

**KIRKLAND & ELLIS INTERNATIONAL LLP**

Joshua A. Sussberg, P.C. (*pro hac vice* pending)  
Nicholas M. Adzima (*pro hac vice* pending)  
Evan Swager (*pro hac vice* pending)  
601 Lexington Avenue  
New York, New York 10022  
Telephone: (212) 446-4800  
Facsimile: (212) 446-4900  
Email: [joshua.sussberg@kirkland.com](mailto:joshua.sussberg@kirkland.com)  
[nicholas.adzima@kirkland.com](mailto:nicholas.adzima@kirkland.com)  
[evan.swager@kirkland.com](mailto:evan.swager@kirkland.com)

-and-

Ross M. Kwasteniet, P.C. (*pro hac vice* pending)  
Spencer A. Winters, P.C. (*pro hac vice* pending)  
333 West Wolf Point Plaza  
Chicago, Illinois 60654  
Telephone: (312) 862-2000  
Facsimile: (312) 862-2200  
Email: [ross.kwasteniet@kirkland.com](mailto:ross.kwasteniet@kirkland.com)  
[spencer.winters@kirkland.com](mailto:spencer.winters@kirkland.com)

*Proposed Co-Counsel for the Debtors  
and Debtors in Possession*

*Proposed Co-Counsel for the Debtors  
and Debtors in Possession*

**Exhibit A**

**Proposed Interim Order**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:	)	
	)	Chapter 11
MARELLI AUTOMOTIVE LIGHTING USA LLC, <i>et al.</i> <sup>1</sup>	)	Case No. 25-11034 (___)
Debtors.	)	(Joint Administration Requested)
	)	
	)	<b>Re: Docket No. ___</b>

**INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO (A) MAINTAIN INSURANCE COVERAGE ENTERED INTO PREPETITION AND PAY RELATED PREPETITION OBLIGATIONS, (B) RENEW, SUPPLEMENT, MODIFY, OR PURCHASE INSURANCE COVERAGE, (C) MAINTAIN, RENEW, OR SUPPLEMENT THE SURETY BONDS, AND (D) PAY BROKERAGE FEES AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an interim order (this “Interim Order”), (a) authorizing the Debtors to (i) maintain insurance coverage under the Insurance Policies entered into prepetition and pay any related prepetition or postpetition amounts or obligations in the ordinary course of business, (ii) maintain, renew, supplement, modify, or purchase insurance coverage in the ordinary course of business, (iii) maintain, renew, or supplement the Surety Bonds in the ordinary course of business, and (iv) continue to pay Brokerage Fees related to the Insurance Policies and Surety Bonds, (b) scheduling a final hearing to consider approval of the Motion on a final basis, and (c) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the

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

<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted on an interim basis as set forth herein.
2. The final hearing (the "Final Hearing") on the Motion shall be held on \_\_\_\_\_, 2025, at \_\_\_:\_\_\_ .m., prevailing Eastern Time. Any objections or responses to entry of a final order on the Motion shall be filed on or before 4:00 p.m., prevailing Eastern Time, on \_\_\_\_\_, 2025 and shall be served on: (a) the Debtors, 26555 Northwestern Highway, Southfield, Michigan 48033, Attn.: Marisa Iasenza; (b) proposed counsel to the Debtors, (i) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Joshua A. Sussberg, P.C., Nicholas M. Adzima, and Evan Swager, (ii) Kirkland & Ellis LLP, 333 West Wolf Point Plaza, Chicago, Illinois 60654, Attn.: Ross M. Kwasteniet, P.C. and Spencer A. Winters, P.C., and (iii) Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, P.O. Box 8705, Wilmington, Delaware 19899 (Courier 19801), Attn.: Laura Davis Jones, Timothy P. Cairns, and Edward A.

Corma; (c) the United States Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn.: Jane Leamy and Timothy J. Fox, Jr.; (d) counsel to the DIP Agent, Mayer Brown LLP, 1221 Avenue of the Americas, New York, New York 10020-1001, Attn.: Jason Elder; (e) counsel to Mizuho Bank, Ltd., in all capacities other than as Prepetition Agent, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017, Attn.: Timothy Graulich and Richard J. Steinberg; (f) counsel to Mizuho Bank, Ltd., in its capacity as the Prepetition Agent, Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Wilmington, Delaware 19801, Attn.: Robert S. Brady and Andrew L. Magaziner; (g) counsel to the Ad Hoc Group of Senior Lenders: (i) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036, Attn: Ira S. Dizengoff and Anna Kordas, (ii) Akin Gump Strauss Hauer & Feld LLP, 2001 K Street NW, Washington, D.C., 20006, Attn.: Scott L. Alberino, Kate Doorley, and Alexander F. Antypas, and (iii) Cole Schotz P.C., 500 Delaware Avenue, Suite 600, Wilmington, Delaware 19801, Attn: Justin R. Alberto and Stacy L. Newman; (h) counsel to the Sponsors, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019-6064, Attn.: Brian S. Hermann and Jacob A. Adlerstein; and (i) any statutory committee appointed in these chapter 11 cases.

3. The Debtors are authorized to continue and maintain the Insurance Policies and, in their reasonable discretion, pay any related prepetition or postpetition amounts or obligations thereto in the ordinary course of business, including but not limited to, Insurance Premiums, Brokerage Fees, and other related expenses; *provided, however*, that payments on account of prepetition obligations related thereto shall not exceed \$3,529,000 pursuant to this Interim Order without further order of this Court.

4. The Debtors are authorized, in their reasonable discretion, to continue and maintain their Surety Bonds as applicable, including but not limited to: (i) maintaining new Surety Bonds

and paying any related prepetition and postpetition amounts or obligations thereto in the ordinary course of business, and consistent with prepetition practice, including, but not limited to, Surety Premiums, Brokerage Fees, and any other related expenses; (ii) entering into or acquiring additional bonding capacity, as necessary, in the ordinary course of business, and consistent with prepetition practice; (iii) requesting releases from duplicate bonding obligations; (iv) cancelling, revising, and/or supplementing the Surety Bonds; (v) replacing the Brokers as may be necessary; and (vi) executing other agreements in connection with the Surety Bonds, each in the ordinary course of their business and consistent with past practices to the extent the Debtors determine that such action is in the best interest of their estates.

5. The Debtors are authorized to renew, amend, supplement, extend, or purchase existing or additional insurance policies and surety bonds in the ordinary course of business and consistent with prepetition practice on a postpetition basis, as well as to replace any of the Brokers as may be necessary; *provided* that the Debtors may only renew, amend, supplement, extend, or purchase existing or additional insurance policies and surety bonds outside the ordinary course of business in consultation with the Ad Hoc Group of Senior Lenders.

6. To the extent that any Insurance Policies or Surety Bonds or any related obligation, contract, or agreement are deemed an executory contract within the meaning of section 365 of the Bankruptcy Code, neither this Interim Order nor any payments made in accordance with this Interim Order shall constitute the postpetition assumption of any such Insurance Policies or Surety Bonds or any related obligation, contract, or agreement pursuant to section 365 of the Bankruptcy Code.

7. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized

to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Interim Order.

8. Nothing contained in the Motion or this Interim Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Interim Order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount, validity, or priority of, or basis for, any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in the Motion or this Interim Order; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action, or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

9. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein.

10. Nothing in this Interim Order authorizes the Debtors to accelerate any payments not otherwise due prior to the date of the Final Hearing.

11. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

12. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion, and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

13. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Interim Order are immediately effective and enforceable upon its entry.

14. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Interim Order in accordance with the Motion.

15. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order.

**Exhibit B**

**Proposed Final Order**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:	)	
	)	Chapter 11
MARELLI AUTOMOTIVE LIGHTING USA LLC, <i>et al.</i> <sup>1</sup>	)	Case No. 25-11034 (___)
Debtors.	)	(Joint Administration Requested)
	)	
	)	<b>Re: Docket No. ___</b>

**FINAL ORDER (I) AUTHORIZING  
THE DEBTORS TO (A) MAINTAIN INSURANCE COVERAGE  
ENTERED INTO PREPETITION AND PAY RELATED PREPETITION  
OBLIGATIONS, (B) RENEW, SUPPLEMENT, MODIFY, OR PURCHASE  
INSURANCE COVERAGE, (C) MAINTAIN, RENEW, OR SUPPLEMENT THE SURETY  
BONDS, AND (D) PAY BROKERAGE FEES AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of a final order (this “Final Order”), (a) authorizing the Debtors to (i) maintain insurance coverage under the Insurance Policies entered into prepetition and pay any related prepetition or postpetition amounts or obligations in the ordinary course of business, (ii) maintain, renew, supplement, modify, or purchase insurance coverage in the ordinary course of business, (iii) maintain, renew, or supplement the Surety Bonds in the ordinary course of business, and (iv) continue to pay Brokerage Fees related to the Insurance Policies and Surety Bonds and (b) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for

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

<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this Court may enter a final order consistent with Article III of the United States Constitution, and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted on a final basis as set forth herein.
2. The Debtors are authorized to continue and maintain the Insurance Policies and, in their reasonable discretion, pay any related prepetition or postpetition amounts or obligations thereto in the ordinary course of business, including but not limited to, Insurance Premiums, Brokerage Fees, and other related expenses; *provided, however*, that payments on account of prepetition obligations related thereto shall not exceed \$11,625,000 pursuant to this Final Order without further order of this Court.
3. The Debtors are authorized, in their reasonable discretion, to continue and maintain their Surety Bonds as applicable, including but not limited to: (i) maintaining new Surety Bonds and paying any related prepetition and postpetition amounts or obligations thereto in the ordinary

course of business, and consistent with prepetition practice, including, but not limited to, Surety Premiums, Brokerage Fees, and any other related expenses; (ii) entering into or acquiring additional bonding capacity, as necessary, in the ordinary course of business, and consistent with prepetition practice; (iii) requesting releases from duplicate bonding obligations; (iv) cancelling, revising, and/or supplementing the Surety Bonds; (v) replacing the Brokers as may be necessary; and (vi) executing other agreements in connection with the Surety Bonds, each in the ordinary course of their business and consistent with past practices to the extent the Debtors determine that such action is in the best interest of their estates.

4. The Debtors are authorized to renew, amend, supplement, extend, or purchase existing or additional insurance policies and surety bonds in the ordinary course of business and consistent with prepetition practice on a postpetition basis, as well as to replace any of the Brokers as may be necessary; *provided* that the Debtors may only renew, amend, supplement, extend, or purchase existing or additional insurance policies and surety bonds outside the ordinary course of business in consultation with the Ad Hoc Group of Senior Lenders.

5. To the extent that any Insurance Policies or Surety Bonds or any related obligation, contract, or agreement are deemed an executory contract within the meaning of section 365 of the Bankruptcy Code, neither this Final Order nor any payments made in accordance with this Final Order shall constitute the postpetition assumption of any such Insurance Policies or Surety Bonds or any related obligation, contract, or agreement pursuant to section 365 of the Bankruptcy Code.

6. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented

for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Final Order.

7. Nothing contained in the Motion or this Final Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Final Order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount, validity, or priority of, or basis for, any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in the Motion or this Final Order; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action, or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

8. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein.

9. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion, and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

10. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order are immediately effective and enforceable upon its entry.

11. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Final Order in accordance with the Motion.

12. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Final Order.

**Exhibit C**

**Insurance Policies**

**Insurance Policies**

Type of Coverage	Insurance Carrier	Policy No.	Policy Term
ACCIDENT LIABILITY	DIALOG	2-GK-04.275.701-0	01/01/2020 - 01/01/2026
ACCIDENT LIABILITY	DIALOG	2-GK-11.907.281-9	01/01/2025 - 01/01/2026
ACCIDENT LIABILITY	PINGAN	10234013902915300000	04/01/2025 - 03/31/2026
AUTO LIABILITY	ASSICURAZIONI GENERALI S.P.A.	-	12/31/2024 - 12/31/2025
AUTO LIABILITY	GENERALI ITALIA S.P.A.	28303885	12/31/2024 - 12/31/2025
AUTO LIABILITY	GO DIGIT GENERAL INSURANCE LIMITED	-	05/02/2025 - 05/01/2026
AUTO LIABILITY	HDI SEGUROS	01.122.131.000140	12/31/2024 - 12/31/2025
AUTO LIABILITY	HDI SEGUROS	01.122.131.000146	12/31/2024 - 12/31/2025
AUTO LIABILITY	HDI SEGUROS	01.122.131.000134	12/31/2024 - 12/31/2025
AUTO LIABILITY	HDI SEGUROS	01.122.131.000137	12/31/2024 - 12/31/2025
AUTO LIABILITY	HDI SEGUROS	01.122.131.000131	12/31/2024 - 12/31/2025
AUTO LIABILITY	HDI SEGUROS	01.122.131.000135	12/31/2024 - 12/31/2025
AUTO LIABILITY	HDI SEGUROS	01.122.131.000132	12/31/2024 - 12/31/2025
AUTO LIABILITY	HDI SEGUROS	01.122.131.000141	12/31/2024 - 12/31/2025
AUTO LIABILITY	HDI SEGUROS	01.122.131.000144	12/31/2024 - 12/31/2025
AUTO LIABILITY	HDI SEGUROS	01.122.131.000130	12/31/2024 - 12/31/2025
AUTO LIABILITY	HDI SEGUROS	01.122.131.000136	12/31/2024 - 12/31/2025
AUTO LIABILITY	HDI SEGUROS	01.122.139.000025	12/31/2024 - 12/31/2025
AUTO LIABILITY	HDI SEGUROS	01.122.131.000143	12/31/2024 - 12/31/2025
AUTO LIABILITY	HDI SEGUROS	01.122.131.000142	12/31/2024 - 12/31/2025
AUTO LIABILITY	HDI SEGUROS	01.122.139.000028	12/31/2024 - 12/31/2025

Type of Coverage	Insurance Carrier	Policy No.	Policy Term
AUTO LIABILITY	HDI SEGUROS	01.128.131.000458	12/31/2024 - 12/31/2025
AUTO LIABILITY	HDI SEGUROS	01.122.131.000138	12/31/2024 - 12/31/2025
AUTO LIABILITY	HDI SEGUROS	01.122.131.000139	12/31/2024 - 12/31/2025
AUTO LIABILITY	HESTIA	430-002908076	09/26/2024 - 09/26/2025
AUTO LIABILITY	HESTIA	430-002908146	01/01/2025 - 12/31/2025
AUTO LIABILITY	HESTIA	430-002908144	01/01/2025 - 12/31/2025
AUTO LIABILITY	HESTIA	430-002908145	01/01/2025 - 12/31/2025
AUTO LIABILITY	MS&AD	1427Y-0.029.827	01/01/2025 - 01/01/2026
AUTO LIABILITY	PROTECTOR INSURANCE UK	3226507	07/01/2024 - 06/30/2025
AUTO LIABILITY	TATA AIG GENERAL INSURANCE COMPANY LIMITED	6202960862	06/03/2024 - 06/02/2025
AUTO LIABILITY	ZURICH ASEGURADORA ARGENTINA S.A. (EX-QBE)	1316824	12/31/2024 - 12/31/2025
AUTO LIABILITY	ZURICH ASEGURADORA ARGENTINA S.A. (EX-QBE)	1317206	12/31/2024 - 12/31/2025
BUSINESS TRAVEL INSURANCE	ACE	OTAM001068	01/01/2025 - 12/31/2025
BUSINESS TRAVEL INSURANCE	ACE AMERICAN INSURANCE COMPANY (CHUBB)	ADDN18211117	01/01/2025 - 01/01/2026
BUSINESS TRAVEL INSURANCE	CHUBB	APAGRM0096	01/01/2025 - 01/01/2026
CONSTRUCTION LIABILITY	ALLIANZ INSURANCE PLC	CS/29221076	07/01/2024 - 06/30/2025
CONSTRUCTION LIABILITY	ALLIANZ INSURANCE PLC	NV/29219032	07/01/2024 - 06/30/2025
CONSTRUCTION LIABILITY	ALLIANZ INSURANCE PLC	NZ17349119	07/01/2024 - 06/30/2025
CRIME LIABILITY	AIG	25J7044524	05/02/2025 - 05/02/2026
CRIME LIABILITY	ALLIANZ GLOBAL RISKS US INSURANCE COMPANY	USF00953125	05/02/2025 - 05/02/2026

Type of Coverage	Insurance Carrier	Policy No.	Policy Term
CRIME LIABILITY	CHUBB	931FG 767471-4	05/02/2025 - 05/02/2026
CRIME LIABILITY	CHUBB	HQ-G0126700-GFG-R002	05/02/2025 - 05/02/2026
CRIME LIABILITY	CHUBB	HQ-G0126699-GMY-R002	05/02/2025 - 05/02/2026
CRIME LIABILITY	NATIONAL UNION FIRE INS. CO. OF PITTSBURGH, PA	01-277-27-46	05/02/2025 - 05/02/2026
CRIME LIABILITY	SOMPO	200200032946051	01/01/2025 - 01/01/2026
CRIME LIABILITY	SOMPO	200200032946078	01/01/2025 - 01/01/2026
CRIME LIABILITY	SOMPO	200200032946093	01/01/2025 - 01/01/2026
CRIME LIABILITY	STARR INDEMNITY & LIABILITY COMPANY	1000623339251	05/02/2025 - 05/02/2026
CRIME LIABILITY	SYNDICATE 2623/623 AT LLOYD'S (BEAZLEY)	W34C70250301	05/02/2025 - 05/02/2026
CYBER LIABILITY	ENDURANCE ASSURANCE CORPORATION (SOMPO)	CNV30085836100	05/02/2025 - 05/02/2026
CYBER LIABILITY	SI INSURANCE (EUROPE)	-	05/02/2025 - 05/02/2026
CYBER LIABILITY	SI INSURANCE EUROPE SA	FSXCE2400509	05/02/2025 - 05/02/2026
CYBER LIABILITY	SOMPO	R006078338	05/02/2025 - 05/02/2026
D&O	ALLIANZ	5177202453100000194	07/01/2024 - 06/30/2025
D&O	ALLIANZ	DEF008988240/1	07/01/2024 - 06/30/2025
D&O	ALLIANZ	JPF0002470241	07/01/2024 - 06/30/2025
D&O	ALLIANZ	24LMT0000175-00	07/01/2024 - 06/30/2025
D&O	ALLIANZ	RCIP 00001252	07/01/2024 - 06/30/2025
D&O	ALLIANZ	24-001-4204-MP-013354	07/01/2024 - 06/30/2025
D&O	ALLIANZ	1131000883539	07/01/2024 - 06/30/2025
D&O	ALLIANZ ARGENTINA COMPAÑIA DE SEGUROS SOCIEDAD ANONIMA	240070784448	07/01/2024 - 06/30/2025
D&O	ALLIANZ GLOBAL CORPORATE & SPECIALTY SE	GBF013413210	07/01/2024 - 06/30/2025

Type of Coverage	Insurance Carrier	Policy No.	Policy Term
D&O	ALLIANZ GLOBAL RISKS US INSURANCE COMPANY	USF00961624	07/01/2024 - 07/01/2025
D&O	ALLIANZ GLOBAL RISKS US INSURANCE COMPANY	USF00964224	07/01/2024 - 06/30/2025
D&O	BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LIMITED	OG-25-1113-3315- 00000182	07/01/2024 - 06/30/2025
D&O	CHUBB	931DO741671-5	07/01/2024 - 06/30/2025
D&O	MARKEL AMERICAN INSURANCE COMPANY	MKLM1MXM001321	07/01/2024 - 07/01/2025
D&O	NATIONAL UNION FIRE INS. CO. OF PITTSBURGH, PA	077665535	07/01/2024 - 07/01/2025
D&O	PINGAN	10526003902632752453	07/01/2024 - 06/30/2025
D&O	SOMPO	R005790503	07/01/2024 - 06/30/2025
D&O	SOMPO	R005790633	07/01/2024 - 06/30/2025
D&O	STARR	R24D10000212	07/01/2024 - 06/30/2025
D&O	SWISSRE	P64367.01-03	07/01/2024 - 06/30/2025
ENVIRONMENTAL IMPAIRMENT LIABILITY	ACE	89GD240017	07/05/2024 - 06/30/2025
ENVIRONMENTAL IMPAIRMENT LIABILITY	CHUBB	DEENVA40003	06/30/2020 - 06/30/2025
ENVIRONMENTAL IMPAIRMENT LIABILITY	CHUBB	931LG706752-4	06/30/2024 - 06/30/2025
ENVIRONMENTAL IMPAIRMENT LIABILITY	CHUBB	2CR-883229/24	05/02/2025 - 05/02/2026
ENVIRONMENTAL IMPAIRMENT LIABILITY	CHUBB	ESENV240525	06/30/2024 - 06/30/2025
ENVIRONMENTAL IMPAIRMENT LIABILITY	CHUBB	PLENVA14841124	07/01/2024 - 06/30/2025
ENVIRONMENTAL IMPAIRMENT LIABILITY	CHUBB	PLENVA14842125	07/01/2024 - 06/30/2025

Type of Coverage	Insurance Carrier	Policy No.	Policy Term
ENVIRONMENTAL IMPAIRMENT LIABILITY	CHUBB	4439001000	06/30/2024 - 06/30/2025
ENVIRONMENTAL IMPAIRMENT LIABILITY	CHUBB	4439001001	06/30/2024 - 06/30/2025
ENVIRONMENTAL IMPAIRMENT LIABILITY	CHUBB	ESENV240525	06/30/2024 - 06/30/2025
ENVIRONMENTAL IMPAIRMENT LIABILITY	CHUBB	CPL0040394 PL-31540	06/30/2024 - 06/30/2025
ENVIRONMENTAL IMPAIRMENT LIABILITY	CHUBB	CPL0040394 PL-31539	06/30/2024 - 06/30/2025
ENVIRONMENTAL IMPAIRMENT LIABILITY	CHUBB	TRENVA44450	06/30/2024 - 06/30/2025
ENVIRONMENTAL IMPAIRMENT LIABILITY	CHUBB EUROPEAN GROUP	FRENVA57124	06/30/2024 - 06/30/2025
ENVIRONMENTAL IMPAIRMENT LIABILITY	CHUBB EUROPEAN GROUP	FRENVA57126	06/30/2024 - 06/30/2025
ENVIRONMENTAL IMPAIRMENT LIABILITY	CHUBB EUROPEAN GROUP SE	ITENVC25047	06/30/2024 - 06/30/2025
ENVIRONMENTAL IMPAIRMENT LIABILITY	CHUBB EUROPEAN GROUP SE	ITENVC25056	06/30/2024 - 06/30/2025
ENVIRONMENTAL IMPAIRMENT LIABILITY	CHUBB EUROPEAN GROUP SE	ITENVC25057	06/30/2024 - 06/30/2025
ENVIRONMENTAL IMPAIRMENT LIABILITY	CHUBB EUROPEAN GROUP SE	UKENVD26571	06/30/2024 - 06/29/2025
ENVIRONMENTAL IMPAIRMENT LIABILITY	CHUBB EUROPEAN GROUP SE,	CZENVA32584-124	06/30/2024 - 06/29/2025
ENVIRONMENTAL IMPAIRMENT LIABILITY	CHUBB SEGUROS	17.13.0004508.28	06/30/2024 - 06/30/2025
ENVIRONMENTAL IMPAIRMENT LIABILITY	CHUBB SEGUROS	17.13.0004510.28	06/30/2024 - 06/30/2025
ENVIRONMENTAL IMPAIRMENT LIABILITY	CHUBB SEGUROS	17.13.0004509.28	06/30/2024 - 06/30/2025

Type of Coverage	Insurance Carrier	Policy No.	Policy Term
ENVIRONMENTAL IMPAIRMENT LIABILITY	HUATAI	0625CB121024000104	07/01/2024 - 06/30/2025
ENVIRONMENTAL IMPAIRMENT LIABILITY	ICICI LOMBARD GENERAL INSURANCE COMPANY LIMITED	4092/302736567/01/000	07/01/2024 - 06/30/2025
ENVIRONMENTAL IMPAIRMENT LIABILITY	ICICI LOMBARD GENERAL INSURANCE COMPANY LIMITED	4092/299945634/01/000	07/01/2024 - 06/30/2025
ENVIRONMENTAL IMPAIRMENT LIABILITY	ICICI LOMBARD GENERAL INSURANCE COMPANY LIMITED	4092/300106655/01/000	07/01/2024 - 06/30/2025
ENVIRONMENTAL IMPAIRMENT LIABILITY	ILLINOIS UNION INSURANCE COMPANY (CHUBB)	PPL G46665685 005	06/30/2024 - 06/30/2025
ENVIRONMENTAL IMPAIRMENT LIABILITY	SOMPO	200200032961495	01/01/2025 - 01/01/2026
ENVIRONMENTAL IMPAIRMENT LIABILITY	VHV	7643500	11/06/2024 - 11/06/2025
GENERAL LIABILITY	ACE	50GD241717	07/05/2024 - 06/30/2025
GENERAL LIABILITY	ACE AMERICAN INSURANCE COMPANY (CHUBB)	CRL G46665168	06/30/2024 - 06/30/2025
GENERAL LIABILITY	ACE PROPERTY & CASUALTY INSURANCE COMPANY (CHUBB)	XOO G4666520A	06/30/2024 - 06/30/2025
GENERAL LIABILITY	AIG	24J7109691	06/30/2024 - 06/30/2025
GENERAL LIABILITY	ALLIANZ	JPL0004171241	06/30/2024 - 06/30/2025
GENERAL LIABILITY	CHUBB	DECANA39480	06/30/2020 - 06/30/2025
GENERAL LIABILITY	CHUBB	DECANA39488	06/30/2020 - 06/30/2025
GENERAL LIABILITY	CHUBB	934CGL700482-2	06/30/2024 - 06/30/2025
GENERAL LIABILITY	CHUBB	HQ-W0946969-WEL-R002	05/02/2025 - 05/02/2026
GENERAL LIABILITY	CHUBB	2CN-883227/24	05/02/2025 - 05/02/2026
GENERAL LIABILITY	CHUBB	66290	06/30/2024 - 06/30/2025
GENERAL LIABILITY	CHUBB	66291	06/30/2024 - 06/30/2025
GENERAL LIABILITY	CHUBB	66292	06/30/2024 - 06/30/2025

Type of Coverage	Insurance Carrier	Policy No.	Policy Term
GENERAL LIABILITY	CHUBB	65890	06/30/2024 - 06/30/2025
GENERAL LIABILITY	CHUBB	65891	06/30/2024 - 06/30/2025
GENERAL LIABILITY	CHUBB	65892	06/30/2024 - 06/30/2025
GENERAL LIABILITY	CHUBB	65987	06/30/2024 - 06/30/2025
GENERAL LIABILITY	CHUBB	66290	06/30/2024 - 06/30/2025
GENERAL LIABILITY	CHUBB	66554	06/30/2024 - 06/30/2025
GENERAL LIABILITY	CHUBB	66292	06/30/2024 - 06/30/2025
GENERAL LIABILITY	CHUBB	ESCAN240267	01/01/2025 - 12/31/2025
GENERAL LIABILITY	CHUBB	ESCAN240269	06/30/2024 - 06/30/2025
GENERAL LIABILITY	CHUBB	PLCANA14939124	07/01/2024 - 06/30/2025
GENERAL LIABILITY	CHUBB	PLCANA14938124	07/01/2024 - 06/30/2025
GENERAL LIABILITY	CHUBB	PLCANA14940125	07/01/2024 - 06/30/2025
GENERAL LIABILITY	CHUBB	4439001004	06/30/2024 - 06/30/2025
GENERAL LIABILITY	CHUBB	4439001005	06/30/2024 - 06/30/2025
GENERAL LIABILITY	CHUBB	4439001003	06/30/2024 - 06/30/2025
GENERAL LIABILITY	CHUBB	ESCAN240267	06/30/2024 - 06/30/2025
GENERAL LIABILITY	CHUBB	ESCAN240269	06/30/2024 - 06/30/2025
GENERAL LIABILITY	CHUBB	CPL0040273 PL-31512	06/30/2024 - 06/30/2025
GENERAL LIABILITY	CHUBB	CPL0040272 PL-31511	06/30/2024 - 06/30/2025
GENERAL LIABILITY	CHUBB	CPL0040271 PL-31510	06/30/2024 - 06/30/2025
GENERAL LIABILITY	CHUBB	TRCANA44423	06/30/2024 - 06/30/2025
GENERAL LIABILITY	CHUBB EUROPEAN GROUP	FRCANA60863	07/01/2024 - 06/30/2025
GENERAL LIABILITY	CHUBB EUROPEAN GROUP SE	ITCANC24352	06/30/2024 - 06/30/2025

Type of Coverage	Insurance Carrier	Policy No.	Policy Term
GENERAL LIABILITY	CHUBB EUROPEAN GROUP SE	ITCANC24356	06/30/2024 - 06/30/2025
GENERAL LIABILITY	CHUBB EUROPEAN GROUP SE	ITCANC24357	06/30/2024 - 06/30/2025
GENERAL LIABILITY	CHUBB EUROPEAN GROUP SE	ITCANC24358	06/30/2024 - 06/30/2025
GENERAL LIABILITY	CHUBB EUROPEAN GROUP SE	ITCANC31235	06/30/2024 - 06/30/2025
GENERAL LIABILITY	CHUBB EUROPEAN GROUP SE	UKCAND25902	06/30/2024 - 06/29/2025
GENERAL LIABILITY	CHUBB EUROPEAN GROUP SE,	CZCANA32545-124	06/30/2024 - 06/29/2025
GENERAL LIABILITY	CHUBB SEGUROS	17.51.0044168.28	06/30/2024 - 06/30/2025
GENERAL LIABILITY	CHUBB SEGUROS	17.51.0044164.28	06/30/2024 - 06/30/2025
GENERAL LIABILITY	CHUBB SEGUROS	17.51.0044165.28	06/30/2024 - 06/30/2025
GENERAL LIABILITY	CHUBB SEGUROS ARGENTINA SA	858326	06/30/2024 - 06/30/2025
GENERAL LIABILITY	CHUBB SEGUROS ARGENTINA SA	858325	06/30/2024 - 06/30/2025
GENERAL LIABILITY	FARMINGTON CASUALTY COMPANY (TRAVELERS)	UB-5P191960-24-51-K	12/31/2024 - 12/31/2025
GENERAL LIABILITY	FEDERAL INSURANCE COMPANY	J06549949	05/02/2025 - 05/02/2026
GENERAL LIABILITY	HDI	70808301-04032	01/01/2019 - 01/01/2026
GENERAL LIABILITY	HDI	01291352-14000-110	06/30/2024 - 06/30/2025
GENERAL LIABILITY	HUATAI	0625CB128824001487	07/01/2024 - 06/30/2025
GENERAL LIABILITY	ICICI LOMBARD GENERAL INSURANCE COMPANY LIMITED	4066/A/352220383/00/000	07/01/2024 - 06/30/2025
GENERAL LIABILITY	ICICI LOMBARD GENERAL INSURANCE COMPANY LIMITED	4010/360325982/00/000	09/04/2024 - 09/03/2025
GENERAL LIABILITY	ICICI LOMBARD GENERAL INSURANCE COMPANY LIMITED	4066/A/352220736/00/000	07/01/2024 - 06/30/2025
GENERAL LIABILITY	ICICI LOMBARD GENERAL INSURANCE COMPANY LIMITED	4066/A/352222200/00/000	07/01/2024 - 06/30/2025
GENERAL LIABILITY	NATIONAL UNION FIRE INS. CO. OF PITTSBURGH, PA	01-375-62-80	05/02/2025 - 05/02/2026

Type of Coverage	Insurance Carrier	Policy No.	Policy Term
GENERAL LIABILITY	PINGAN	10234013902567561548	07/01/2024 - 06/30/2025
GENERAL LIABILITY	PINGAN	'10234016600806004162	04/01/2025 - 03/31/2026
GENERAL LIABILITY	PROTECTOR FORSIKRING ASA	2537566	07/01/2024 - 06/30/2025
GENERAL LIABILITY	SOMPO	R005795666	06/30/2024 - 06/30/2025
GENERAL LIABILITY	SOMPO AMERICA INSURANCE COMPANY	AAL30021132902	06/30/2024 - 06/30/2025
GENERAL LIABILITY	ZURICH AMERICAN INSURANCE COMPANY	MPL 4218665 - 03	05/02/2025 - 05/02/2026
OCEAN & INLAND LIABILITY	ACE	HH2025/26	12/31/2024 - 12/31/2025
OCEAN & INLAND LIABILITY	ACE AMERICAN INSURANCE COMPANY (CHUBB)	7910387	12/31/2024 - 12/31/2025
OCEAN & INLAND LIABILITY	ACE AMERICAN INSURANCE COMPANY (CHUBB)	7910385	12/31/2024 - 12/31/2025
OCEAN & INLAND LIABILITY	ACE AMERICAN INSURANCE COMPANY (CHUBB)	7910389	12/31/2024 - 12/31/2025
OCEAN & INLAND LIABILITY	CHUBB	ITCGIC21830	12/31/2024 - 12/31/2025
OCEAN & INLAND LIABILITY	CHUBB	M0775	12/31/2025 - 12/30/2026
OCEAN & INLAND LIABILITY	CHUBB	2MC-800132/24	12/31/2024 - 12/31/2025
OCEAN & INLAND LIABILITY	CHUBB	-	12/31/2024 - 12/31/2025
OCEAN & INLAND LIABILITY	CHUBB	-	12/31/2024 - 12/31/2025
OCEAN & INLAND LIABILITY	CHUBB	-	12/31/2024 - 12/31/2025
OCEAN & INLAND LIABILITY	CHUBB	-	12/31/2024 - 12/31/2025
OCEAN & INLAND LIABILITY	CHUBB	-	12/31/2024 - 12/31/2025
OCEAN & INLAND LIABILITY	CHUBB	-	12/31/2024 - 12/31/2025
OCEAN & INLAND LIABILITY	CHUBB	-	12/31/2024 - 12/31/2025
OCEAN & INLAND LIABILITY	CHUBB	TRCGNA43693	12/31/2024 - 12/31/2025
OCEAN & INLAND LIABILITY	CHUBB SEGUROS	17.21.0011822.28	12/31/2024 - 12/31/2025

Type of Coverage	Insurance Carrier	Policy No.	Policy Term
OCEAN & INLAND LIABILITY	CHUBB SEGUROS	17.22.0013935.28	12/31/2024 - 12/31/2025
OCEAN & INLAND LIABILITY	CHUBB SEGUROS	17.22.0013933.28	12/31/2024 - 12/31/2025
OCEAN & INLAND LIABILITY	CHUBB SEGUROS	17.21.0011823.28	12/31/2024 - 12/31/2025
OCEAN & INLAND LIABILITY	CHUBB SEGUROS	17.22.0013943.28	12/31/2024 - 12/31/2025
OCEAN & INLAND LIABILITY	CHUBB SEGUROS	17.22.0013934.28	12/31/2024 - 12/31/2025
OCEAN & INLAND LIABILITY	CHUBB SEGUROS	17.21.0011828.28	12/31/2024 - 12/31/2025
OCEAN & INLAND LIABILITY	CHUBB SEGUROS	17.22.0013941.28	12/31/2024 - 12/31/2025
OCEAN & INLAND LIABILITY	CHUBB SEGUROS	17.21.0011824.28	12/31/2024 - 12/31/2025
OCEAN & INLAND LIABILITY	CHUBB SEGUROS	17.22.0013936.28	12/31/2024 - 12/31/2025
OCEAN & INLAND LIABILITY	CHUBB SEGUROS ARGENTINA SA	702606	12/31/2024 - 12/31/2025
OCEAN & INLAND LIABILITY	CHUBB SEGUROS ARGENTINA SA	702706	12/31/2024 - 12/31/2025
OCEAN & INLAND LIABILITY	HUATAI	-	01/01/2025 - 12/31/2025
OCEAN & INLAND LIABILITY	ICICI LOMBARD GENERAL INSURANCE COMPANY LIMITED	2002/383653966/00/000	12/31/2024 - 12/31/2025
PENSION TRUSTEE LIABILITY	ZURICH INSURANCE COMPANY LTD	GM060311	07/01/2024 - 06/30/2025
PROPERTY LIABILITY	BERJAYA SOMPO	2024-HG-F0518948-FIA	05/02/2025 - 05/01/2026
PROPERTY LIABILITY	CHUBB	HQ-G0126701-GAR-R002	05/02/2025 - 05/02/2026
PROPERTY LIABILITY	CHUBB	HQ-G0126702-GAR	01/01/2025 - 12/31/2025
PROPERTY LIABILITY	CHUBB	HQ-G0126701-GAR	01/01/2025 - 12/31/2025
PROPERTY LIABILITY	ESSOR	1007100470827	09/10/2024 - 09/10/2025
PROPERTY LIABILITY	FAIRFAX	1007100007739	05/19/2025 - 05/19/2026
PROPERTY LIABILITY	HDI SEGUROS	1.180.109.630	10/25/2024 - 10/25/2025
PROPERTY LIABILITY	PINGAN SHANGHAI	-	05/02/2025 - 05/01/2026

Type of Coverage	Insurance Carrier	Policy No.	Policy Term
PROPERTY LIABILITY	SAMSUNG FIRE & MARINE INSURANCE CO.,LTD,	82504785137000	05/02/2025 - 05/02/2026
PROPERTY LIABILITY	SI INSURANCE (EUROPE)	LPR300943701	05/02/2025 - 05/02/2026
PROPERTY LIABILITY	SI INSURANCE EUROPE SA	Y0497	05/02/2025 - 05/01/2026
PROPERTY LIABILITY	SOMPO INSUR ANCE CHINA CO., LTD.	210104210220250002G	05/14/2025 - 05/01/2026
PROPERTY LIABILITY	SOMPO INSUR ANCE CHINA CO., LTD.	210104310020250006J	05/14/2025 - 05/01/2026
PROPERTY LIABILITY	SOMPO INSUR ANCE CHINA CO., LTD.	210104320020250003W	05/02/2025 - 05/01/2026
PROPERTY LIABILITY	SOMPO INSUR ANCE CHINA CO., LTD.	210104440020250003G	05/02/2025 - 05/01/2026
PROPERTY LIABILITY	SOMPO INSUR ANCE CHINA CO., LTD.	2101043100202500067	05/02/2025 - 05/01/2026
PROPERTY LIABILITY	SOMPO INSUR ANCE CHINA CO., LTD.	2101043100202500068	05/02/2025 - 05/01/2026
PROPERTY LIABILITY	SOMPO INSUR ANCE CHINA CO., LTD.	210104440020250003M	05/10/2025 - 05/01/2026
PROPERTY LIABILITY	SOMPO	9600131562	05/02/2025 - 05/01/2026
PROPERTY LIABILITY	SOMPO	9600131565	05/02/2025 - 05/01/2026
PROPERTY LIABILITY	SOMPO	9600131564	05/02/2025 - 05/01/2026
PROPERTY LIABILITY	SOMPO	9600131566	05/02/2025 - 05/01/2026
PROPERTY LIABILITY	SOMPO	9600131563	05/02/2025 - 05/01/2026
PROPERTY LIABILITY	SOMPO	2292125618	05/02/2025 - 05/02/2026
PROPERTY LIABILITY	SOMPO	2292125619	05/02/2025 - 05/02/2026
PROPERTY LIABILITY	SOMPO	CP147232024	05/02/2025 - 05/01/2026
PROPERTY LIABILITY	SOMPO	CP147422024	05/02/2025 - 05/01/2026
PROPERTY LIABILITY	SOMPO	CP147252024	05/02/2025 - 05/01/2026
PROPERTY LIABILITY	SOMPO	CP147272024	05/02/2025 - 05/01/2026
PROPERTY LIABILITY	SOMPO	CP147282024	05/02/2025 - 05/01/2026
PROPERTY LIABILITY	SOMPO	CP147292024	05/02/2025 - 05/01/2026

Type of Coverage	Insurance Carrier	Policy No.	Policy Term
PROPERTY LIABILITY	SOMPO	LPR301432606	05/02/2025 - 05/01/2026
PROPERTY LIABILITY	SOMPO	LPR301432606	06/13/2024 - 06/13/2025
PROPERTY LIABILITY	SOMPO	HQ-SPO-0000036-00000-2024-07	05/02/2025 - 05/01/2026
PROPERTY LIABILITY	SOMPO	-	05/02/2025 - 05/01/2026
PROPERTY LIABILITY	SOMPO	-	05/02/2025 - 05/01/2026
PROPERTY LIABILITY	SOMPO	-	05/02/2025 - 05/01/2026
PROPERTY LIABILITY	SOMPO	112/ 200200033481886	02.05.2025 - 02.05.2026
PROPERTY LIABILITY	SOMPO AMERICA INSURANCE COMPANY	HPR40138M0	05/02/2025 - 05/02/2026
PROPERTY LIABILITY	UNIVERSAL SOMPO GENERAL INSURANCE COMPANY LIMITED	2124/70443612/01/000	05/02/2025 - 05/01/2026
PROPERTY LIABILITY	UNIVERSAL SOMPO GENERAL INSURANCE COMPANY LIMITED	-	05/02/2025 - 05/01/2026
PROPERTY LIABILITY	UNIVERSAL SOMPO GENERAL INSURANCE COMPANY LIMITED	-	05/02/2025 - 05/01/2026
PROPERTY LIABILITY	UNIVERSAL SOMPO GENERAL INSURANCE COMPANY LIMITED	-	05/02/2025 - 05/01/2026
PROPERTY LIABILITY	UNIVERSAL SOMPO GENERAL INSURANCE COMPANY LIMITED	-	05/02/2025 - 05/01/2026
PROPERTY LIABILITY	UNIVERSAL SOMPO GENERAL INSURANCE COMPANY LIMITED	-	05/02/2025 - 05/01/2026
PROPERTY LIABILITY	UNIVERSAL SOMPO GENERAL INSURANCE COMPANY LIMITED	2124/70412142/01/000	05/02/2025 - 05/01/2026
PROPERTY LIABILITY	UNIVERSAL SOMPO GENERAL INSURANCE COMPANY LIMITED	-	05/02/2025 - 05/01/2026
PROPERTY LIABILITY	UNIVERSAL SOMPO GENERAL INSURANCE COMPANY LIMITED	-	05/02/2025 - 05/01/2026
PROPERTY LIABILITY	UNIVERSAL SOMPO GENERAL INSURANCE COMPANY LIMITED	-	05/02/2025 - 05/01/2026
PROPERTY LIABILITY	UNIVERSAL SOMPO GENERAL INSURANCE COMPANY LIMITED	-	05/02/2025 - 05/01/2026

Type of Coverage	Insurance Carrier	Policy No.	Policy Term
PROPERTY LIABILITY	UNIVERSAL SOMPO GENERAL INSURANCE COMPANY LIMITED	-	05/02/2025 - 05/01/2026
PROPERTY LIABILITY	UNIVERSAL SOMPO GENERAL INSURANCE COMPANY LIMITED	-	05/02/2025 - 05/01/2026
PROPERTY LIABILITY	UNIVERSAL SOMPO GENERAL INSURANCE COMPANY LIMITED	-	05/02/2025 - 05/01/2026
PROPERTY LIABILITY	UNIVERSAL SOMPO GENERAL INSURANCE COMPANY LIMITED	-	05/02/2025 - 05/01/2026
PROPERTY LIABILITY	UNIVERSAL SOMPO GENERAL INSURANCE COMPANY LIMITED	-	05/02/2025 - 05/01/2026
PROPERTY LIABILITY	UNIVERSAL SOMPO GENERAL INSURANCE COMPANY LIMITED	-	05/02/2025 - 05/01/2026
PROPERTY LIABILITY	UNIVERSAL SOMPO GENERAL INSURANCE COMPANY LIMITED	2121/61460907/04/000	05/02/2025 - 05/01/2026
PROPERTY LIABILITY	UNIVERSAL SOMPO GENERAL INSURANCE COMPANY LIMITED	-	05/02/2025 - 05/01/2026
PROPERTY LIABILITY	UNIVERSAL SOMPO GENERAL INSURANCE COMPANY LIMITED	-	05/02/2025 - 05/01/2026
PROPERTY LIABILITY	UNIVERSAL SOMPO GENERAL INSURANCE COMPANY LIMITED	-	05/02/2025 - 05/01/2026
PROPERTY LIABILITY	UNIVERSAL SOMPO GENERAL INSURANCE COMPANY LIMITED	-	05/02/2025 - 05/01/2026
PROPERTY LIABILITY	UNIVERSAL SOMPO GENERAL INSURANCE COMPANY LIMITED	-	05/02/2025 - 05/01/2026
PROPERTY LIABILITY	UNIVERSAL SOMPO GENERAL INSURANCE COMPANY LIMITED	-	05/02/2025 - 05/01/2026
PROPERTY LIABILITY	ZURICH ASEGURADORA ARGENTINA S.A. (EX-QBE)	-	05/02/2025 - 05/01/2026
PROPERTY LIABILITY	ZURICH ASEGURADORA ARGENTINA S.A. (EX-QBE)	612587	05/02/2025 - 05/02/2026
TRADE CREDIT LIABILITY	COFACE	062004057	10/01/2024 - 09/30/2025

**Exhibit D**

**Commercial Surety Bonds**

Principal	Bond Number	Surety / Issuing Carrier	Bond Amount	Expiration Date
MARELLI EUROPE S.P.A.	1656902	REVO SPA	\$164,722	6/15/2025
MARELLI EUROPE S.P.A.	1801359	REVO SPA	\$1,099,399	8/27/2025
MARELLI EUROPE S.P.A.	28020030384	TOKIO MARINE EUROPE SA	\$7,345	7/1/2025
MARELLI EUROPE S.P.A.	343608081	GENERALI ITALIA S.P.A.	\$8,840	2/16/2026
MARELLI EUROPE S.P.A.	343608917	GENERALI ITALIA S.P.A.	\$86,372	3/31/2026
MARELLI EUROPE S.P.A.	343608918	GENERALI ITALIA S.P.A.	\$208,931	3/31/2026
MARELLI AUTOMOTIVE LIGHTING ITALY S.P.A.	400358629	GENERALI ITALIA S.P.A.	\$57,630	11/6/2025
MARELLI AFTERMARKET ITALY S.P.A.	410366760	GENERALI ITALIA S.P.A.	\$100,769	2/15/2026
MARELLI SUSPENSION SYSTEMS ITALY S.P.A.	410367346	GENERALI ITALIA S.P.A.	\$608,727	3/18/2026
MARELLI EUROPE S.P.A.	760276852	GENERALI ITALIA S.P.A.	\$549,180	3/31/2026
MARELLI SUSPENSION SYSTEMS ITALY S.P.A.	GE0627163	ATRADIUS CREDITO Y CAUCION S.A.	\$10,170	3/3/2026
MARELLI EUROPE S.P.A.	GG0002319	ATRADIUS CREDITO Y CAUCION S.A.	\$60,173	3/2/2026
MARELLI EUROPE S.P.A.	313608691	GENERALI ITALIA S.P.A.	\$1,324,125	12/12/2025
MARELLI SUSPENSION SYSTEMS ITALY S.P.A.	760275569	GENERALI ITALIA S.P.A.	\$39,550	3/30/2026
MARELLI EUROPE S.P.A.	01.000015982	S2C SPA	\$513,529	12/31/2027
MARELLI EUROPE S.P.A.	2027015912444	ASSICURATRICE MILANESE	\$2,271,046	3/2/2026
MARELLI AFTERMARKET ITALY S.P.A.	2268489	COMPAGNIE FRANCAISE D'ASSURANCE POUR LE COMMERCE EXTERIERUR S.A.	\$58,257	11/5/2025
MARELLI SUSPENSION SYSTEMS ITALY S.P.A.	3083015917830	ASSICURATRICE MILANESE	\$783,884	6/8/2027

MARELLI AUTOMOTIVE LIGHTING ITALY S.P.A.	430358357	GENERALI ITALIA S.P.A.	\$708,818	10/31/2028
MARELLI TENNESSEE USA LLC	800172421	INTACT SERVICES	\$445,952	5/28/2025
MARELLI AUTOMOTIVE LIGHTING USA LLC	800137642	INTACT SERVICES	\$217,538	10/21/2025
MARELLI NORTH AMERICA, INC.	241015003	INTACT SERVICES	\$543,844	10/25/2025
MARELLI AUTOMOTIVE LIGHTING USA LLC	800137668	INTACT SERVICES	\$978,920	11/30/2025
MARELLI TENNESSEE USA LLC	800111594	INTACT SERVICES	\$326,307	2/19/2026

**Exhibit 2**  
**Interim Order**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

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In re:	)	
	)	Chapter 11
	)	
MARELLI AUTOMOTIVE LIGHTING USA LLC,	)	Case No. 25-11034 (CTG)
<i>et al.</i> , <sup>1</sup>	)	
Debtors.	)	(Joint Administration Requested)
	)	
	)	<b>Re: Docket No. 11</b>

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**INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO (A) MAINTAIN INSURANCE COVERAGE ENTERED INTO PREPETITION AND PAY RELATED PREPETITION OBLIGATIONS, (B) RENEW, SUPPLEMENT, MODIFY, OR PURCHASE INSURANCE COVERAGE, (C) MAINTAIN, RENEW, OR SUPPLEMENT THE SURETY BONDS, AND (D) PAY BROKERAGE FEES AND (II) GRANTING RELATED RELIEF**

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Upon the motion (the “Motion”)<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an interim order (this “Interim Order”), (a) authorizing the Debtors to (i) maintain insurance coverage under the Insurance Policies entered into prepetition and pay any related prepetition or postpetition amounts or obligations in the ordinary course of business, (ii) maintain, renew, supplement, modify, or purchase insurance coverage in the ordinary course of business, (iii) maintain, renew, or supplement the Surety Bonds in the ordinary course of business, and (iv) continue to pay Brokerage Fees related to the Insurance Policies and Surety Bonds, (b) scheduling a final hearing to consider approval of the Motion on a final basis, and (c) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the

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

<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted on an interim basis as set forth herein.
2. The final hearing (the "Final Hearing") on the Motion shall be held on July 16, 2025, at 2:00 p.m., prevailing Eastern Time. Any objections or responses to entry of a final order on the Motion shall be filed on or before 4:00 p.m., prevailing Eastern Time, on July 9, 2025 and shall be served on: (a) the Debtors, 26555 Northwestern Highway, Southfield, Michigan 48033, Attn.: Marisa Iasenza; (b) proposed counsel to the Debtors, (i) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Joshua A. Sussberg, P.C., Nicholas M. Adzima, and Evan Swager, (ii) Kirkland & Ellis LLP, 333 West Wolf Point Plaza, Chicago, Illinois 60654, Attn.: Ross M. Kwasteniet, P.C. and Spencer A. Winters, P.C., and (iii) Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, P.O. Box 8705, Wilmington, Delaware 19899 (Courier 19801), Attn.: Laura Davis Jones, Timothy P. Cairns, and Edward A.

Corma; (c) the United States Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn.: Jane Leamy and Timothy J. Fox, Jr.; (d) counsel to the DIP Agent, Mayer Brown LLP, 1221 Avenue of the Americas, New York, New York 10020-1001, Attn.: Jason Elder; (e) counsel to Mizuho Bank, Ltd., in all capacities other than as Prepetition Agent, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017, Attn.: Timothy Graulich and Richard J. Steinberg; (f) counsel to Mizuho Bank, Ltd., in its capacity as the Prepetition Agent, Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Wilmington, Delaware 19801, Attn.: Robert S. Brady and Andrew L. Magaziner; (g) counsel to the Ad Hoc Group of Senior Lenders: (i) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036, Attn: Ira S. Dizengoff and Anna Kordas, (ii) Akin Gump Strauss Hauer & Feld LLP, 2001 K Street NW, Washington, D.C., 20006, Attn.: Scott L. Alberino, Kate Doorley, and Alexander F. Antypas, and (iii) Cole Schotz P.C., 500 Delaware Avenue, Suite 600, Wilmington, Delaware 19801, Attn: Justin R. Alberto and Stacy L. Newman; (h) counsel to the Sponsors, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019-6064, Attn.: Brian S. Hermann and Jacob A. Adlerstein; and (i) any statutory committee appointed in these chapter 11 cases.

3. The Debtors are authorized to continue and maintain the Insurance Policies and, in their reasonable discretion, pay any related prepetition or postpetition amounts or obligations thereto in the ordinary course of business, including but not limited to, Insurance Premiums, Brokerage Fees, and other related expenses; *provided, however*, that payments on account of prepetition obligations related thereto shall not exceed \$3,529,000 pursuant to this Interim Order without further order of this Court.

4. The Debtors are authorized, in their reasonable discretion, to continue and maintain their Surety Bonds as applicable, including but not limited to: (i) maintaining new Surety Bonds

and paying any related prepetition and postpetition amounts or obligations thereto in the ordinary course of business, and consistent with prepetition practice, including, but not limited to, Surety Premiums, Brokerage Fees, and any other related expenses; (ii) entering into or acquiring additional bonding capacity, as necessary, in the ordinary course of business, and consistent with prepetition practice; (iii) requesting releases from duplicate bonding obligations; (iv) cancelling, revising, and/or supplementing the Surety Bonds; (v) replacing the Brokers as may be necessary; and (vi) executing other agreements in connection with the Surety Bonds, each in the ordinary course of their business and consistent with past practices to the extent the Debtors determine that such action is in the best interest of their estates.

5. The Debtors are authorized to renew, amend, supplement, extend, or purchase existing or additional insurance policies and surety bonds in the ordinary course of business and consistent with prepetition practice on a postpetition basis, as well as to replace any of the Brokers as may be necessary; *provided* that the Debtors may only renew, amend, supplement, extend, or purchase existing or additional insurance policies and surety bonds outside the ordinary course of business in consultation with the Ad Hoc Group of Senior Lenders.

6. To the extent that any Insurance Policies or Surety Bonds or any related obligation, contract, or agreement are deemed an executory contract within the meaning of section 365 of the Bankruptcy Code, neither this Interim Order nor any payments made in accordance with this Interim Order shall constitute the postpetition assumption of any such Insurance Policies or Surety Bonds or any related obligation, contract, or agreement pursuant to section 365 of the Bankruptcy Code.

7. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized

to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Interim Order.

8. Nothing contained in the Motion or this Interim Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Interim Order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount, validity, or priority of, or basis for, any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in the Motion or this Interim Order; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action, or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

9. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein.

10. Nothing in this Interim Order authorizes the Debtors to accelerate any payments not otherwise due prior to the date of the Final Hearing.

11. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

12. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion, and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

13. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Interim Order are immediately effective and enforceable upon its entry.

14. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Interim Order in accordance with the Motion.

15. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order.



Dated: June 12th, 2025  
Wilmington, Delaware

**CRAIG T. GOLDBLATT**  
**UNITED STATES BANKRUPTCY JUDGE**