

Hearing Date: October 14, 2022 at 10:00 a.m. (prevailing Eastern Time)
Objection Deadline: October 7, 2022 at 4:00 p.m. (prevailing Eastern Time)

LATHAM & WATKINS LLP

1271 Avenue of the Americas
New York, NY 10020
Telephone: (212) 906-1200
Facsimile: (212) 751-4864
George A. Davis
George Klidonas
Anupama Yerramalli
Liza L. Burton
Misha E. Ross

Proposed Counsel to the Debtors and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

Lumileds Holding B.V., *et al.*,
Debtors.¹

Chapter 11

Case No. 22-11155 (LGB)

(Jointly Administered)

**NOTICE OF HEARING ON DEBTORS' APPLICATION FOR AN ORDER
AUTHORIZING THE RETENTION AND EMPLOYMENT OF
PRICEWATERHOUSECOOPERS LLP AS TAX COMPLIANCE AND
TAX CONSULTING SERVICES PROVIDER TO THE DEBTORS,
EFFECTIVE AS OF THE PETITION DATE**

PLEASE TAKE NOTICE that the above-captioned debtors and debtors in possession
(collectively, the "**Debtors**") hereby file the *Debtors' Application for an Order Authorizing the*

¹ The Debtors in these cases, along with the last four digits of each Debtor's registration number in the applicable jurisdiction, are as follows: Lumileds Holding B.V. (Netherlands ID 4334), Aegletes B.V. (Netherlands ID 3591), Aurora Borealis B.V. (Netherlands ID 7602), Bright Bidco B.V. (Netherlands ID 6089), Lumileds Subholding B.V. (Netherlands ID 2394), Lumileds International B.V. (Netherlands ID 0244), Lumileds Netherlands B.V. (Netherlands ID 1724), Lumileds USA (Holding) Corp. (9936), Lumileds LLC (6012), and Luminescence Coöperatief U.A. (Netherlands ID 2661). The Debtors' mailing address is 370 W. Trimble Road, San Jose, California 95131.

*Retention and Employment of Pricewaterhousecoopers LLP as Tax Compliance and Tax Consulting Services Provider to the Debtors, Effective as of the Petition Date (the “**Application**”).²*

PLEASE TAKE FURTHER NOTICE that the hearing (the “**Hearing**”) on the Application will be held on October 14, 2022 at 10:00 a.m. (**prevailing Eastern Time**) before the Honorable Lisa G. Beckerman, United States Bankruptcy Judge for the Southern District of New York, One Bowling Green, New York, New York 10004 (the “**Bankruptcy Court**”).

PLEASE TAKE FURTHER NOTICE that the Hearing will be conducted remotely via Zoom for Government. Parties wishing to appear at the Hearing, whether in a “live” or “listen only” capacity, must make an electronic appearance through the “eCourtAppearances” tab on the Bankruptcy Court’s website, <https://www.nysb.uscourts.gov/ecourt-appearances>, no later than 4:00 p.m. one business day prior to the Hearing (the “**Appearance Deadline**”). Following the Appearance Deadline, the Bankruptcy Court will circulate by email the Zoom link to those parties who have made an electronic appearance. Parties wishing to appear at the Hearing must submit an electronic appearance through the Bankruptcy Court’s website by the Appearance Deadline and not by emailing or otherwise contacting the Bankruptcy Court.

PLEASE TAKE FURTHER NOTICE that responses or objections (the “**Objections**”), if any, to the Application and the relief requested therein must be filed with the Bankruptcy Court and served so as to be received no later than **October 7, 2022 at 4:00 p.m. (prevailing Eastern Time)** (the “**Objection Deadline**”).

PLEASE TAKE FURTHER NOTICE that if no Objections are timely filed and served by the Objection Deadline, the Bankruptcy Court may enter an order granting the relief requested in the Application without further notice or opportunity to be heard.

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Application.

PLEASE TAKE FURTHER NOTICE that copies the Application along with its underlying exhibits thereto can be viewed and/or obtained by: (a) accessing the Bankruptcy Court's website at www.nysb.uscourts.gov, (b) contacting the Office of the Clerk of the Bankruptcy Court, or (c) accessing the website of the Debtors' claims and noticing agent, Epiq Corporate Restructuring, LLC ("*Epiq*"), at <https://dm.epiq11.com/Lumileds>, or by contacting Epiq directly at (800) 497-9116 (toll free for callers within the United States and Canada) or (503) 520-4495 (for international callers).

PLEASE TAKE FURTHER NOTICE that if you oppose the relief requested in the Application, or if you want the Bankruptcy Court to hear your position on the Application, then you or your attorney must attend the Hearing. If you or your attorney do not follow the foregoing steps, the Bankruptcy Court may decide that you do not oppose the relief requested in the Application and may enter an order granting the relief requested by the Debtors.

PLEASE TAKE FURTHER NOTICE that you need not appear at the hearing if you do not object to the relief requested in the Application.

[Remainder of page intentionally left blank.]

LATHAM & WATKINS LLP

Dated: September 23, 2022
New York, New York

By: /s/ George A. Davis
George A. Davis
George Klidonas
Anupama Yerramalli
Liza L. Burton
Misha E. Ross
1271 Avenue of the Americas
New York, NY 10020
Telephone: (212) 906-1200
Facsimile: (212) 751-4864
Emails: george.davis@lw.com
george.klidonas@lw.com
anu.yerramalli@lw.com
liza.burton@lw.com
misha.ross@lw.com

*Proposed Counsel to the Debtors and Debtors in
Possession*

Hearing Date: October 14, 2022 at 10:00 a.m. (prevailing Eastern Time)
Objection Deadline: October 7, 2022 at 4:00 p.m. (prevailing Eastern Time)

LATHAM & WATKINS LLP

1271 Avenue of Americas
Telephone: (212) 906-1200
Facsimile: (212) 751-4864
George A. Davis
George Klidonas
Anupama Yerramalli
Liza L. Burton
Misha E. Ross

*Proposed Counsel to the Debtors
and Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re	:	Chapter 11
	:	
Lumileds Holding B.V., <i>et al.</i> , ¹	:	Case No. 22-11155 (LGB)
	:	
Debtors.	:	(Jointly Administered)
	:	
	:	
	:	
	:	
	:	
	:	

**DEBTORS’ APPLICATION FOR AN ORDER AUTHORIZING THE RETENTION AND
EMPLOYMENT OF PRICEWATERHOUSECOOPERS LLP AS TAX COMPLIANCE
AND TAX CONSULTING SERVICES PROVIDER TO THE DEBTORS,
EFFECTIVE AS OF THE PETITION DATE**

The debtors and debtors-in-possession in the above-captioned cases (collectively, the “*Debtors*”) hereby submit this application (the “*Application*”) for entry of an order substantially in the form attached hereto as **Exhibit A** (the “*Proposed Order*”), pursuant to sections 327(a) and 328(a) of title 11 of the United States Code (the “*Bankruptcy Code*”), Rules 2014(a) and 2016(a)

¹ The Debtors in these cases, along with the last four digits of each Debtor’s registration number in the applicable jurisdiction, are as follows: Lumileds Holding B.V. (Netherlands ID 4334), Aegletes B.V. (Netherlands ID 3591), Aurora Borealis B.V. (Netherlands ID 7602), Bright Bidco B.V. (Netherlands ID 6089), Lumileds Subholding B.V. (Netherlands ID 2394), Lumileds International B.V. (Netherlands ID 0244), Lumileds Netherlands B.V. (Netherlands ID 1724), Lumileds USA (Holding) Corp. (9936), Lumileds LLC (6012), and Luminescence Coöperatief U.A. (Netherlands ID 2661). The Debtors’ mailing address is 370 W. Trimble Road, San Jose, California 95131.

of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and Rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of New York (the “**Local Rules**”), authorizing the Debtors to employ and retain PricewaterhouseCoopers LLP (“**PwC**”) as tax compliance and tax consulting services provider to the Debtors, effective as of the Petition Date (as defined below), pursuant to the terms and conditions of the Engagement Letters (as defined below), subject to the limitations and modifications proposed herein and provided for in the Proposed Order. In support of this Application, the Debtors submit the declaration of Michael W. Chinn (the “**Chinn Declaration**”), which is attached hereto as **Exhibit B**. In further support of the Application, the Debtors respectfully represent and set forth as follows:

JURISDICTION AND VENUE

1. The United States Bankruptcy Court for the Southern District of New York (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 Southern District of New York*, dated January 31, 2012. The Debtors confirm their consent, pursuant to Bankruptcy Rule 7008, to the entry of a final order by this Court in connection with this Application to the extent that it is later determined that this Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

2. Venue of these cases and this Application in this district is proper under 28 U.S.C. §§ 1408 and 1409.

RELIEF REQUESTED

3. By this Application, the Debtors request entry of the Proposed Order, authorizing the retention and employment of PwC to provide the Professional Services (as defined below),

effective as of the Petition Date, pursuant to the terms and conditions of the Engagement Letters, subject to the limitations and modifications proposed herein and provided for in the Proposed Order.

BACKGROUND

4. On August 29, 2022 (the “*Petition Date*”), the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Debtors continue to manage and operate their businesses as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

5. No trustee or examiner has been requested in these chapter 11 cases, and no committee has been appointed.

6. Information regarding the Debtors’ business operations, their capital and debt structure, and the events leading to the commencement of these chapter 11 cases is set forth in the *Declaration of Johannes Paulus Teuwen, Chief Financial Officer of the Debtors, in Support of Chapter 11 Petitions and First Day Pleadings*, dated as of August 29, 2022 [Docket No. 21], and is incorporated herein by reference.

FACTS SPECIFIC TO THE RELIEF REQUESTED

A. Qualifications

7. The Debtors seek to employ PwC to provide tax compliance and tax consulting services to the Debtors because, among other things, PwC is a leading full-service assurance, tax, consulting, and financial advisory services firm. PwC has considerable experience providing assurance, tax, consulting, and financial advisory services, including to businesses in a chapter 11 environment, and PwC has been employed in numerous cases under the Bankruptcy Code. Accordingly, the Debtors believe that PwC is qualified to provide the Professional Services (as defined below) during these chapter 11 cases in an efficient and timely manner.

8. As set forth in the Chinn Declaration, the Debtors engaged PwC as their tax compliance and tax consulting services provider pursuant to the terms and conditions set forth in the following Engagement Letters (collectively, the “*Engagement Letters*”):²

- a. that certain Engagement Letter, dated May 6, 2022 (the “*2021 Tax Compliance Services Engagement Letter*”), a copy of which is attached as Exhibit C;
- b. that certain statement of work, dated May 10, 2022 (the “*Section 263A Services SOW*”), a copy of which is attached as Exhibit D;
- c. that certain statement of work, dated September 8, 2022 (the “*HQ Feasibility Analysis SOW*”), a copy of which is attached as Exhibit E; and
- d. that certain statement of work, dated September 12, 2022 (the “*Section 382 Study SOW*”), a copy of which is attached as Exhibit F.

9. PwC has indicated a desire and willingness to act in these chapter 11 cases to render the Professional Services on the terms set forth in the Engagement Letters, as the same may be modified by the Proposed Order. Pursuant to the Engagement Letters and subject to the Court’s entry of the Proposed Order, all services that PwC provides to the Debtors will be: (a) at the request of the Debtors; and (b) appropriately directed by the Debtors so as to avoid unnecessary duplication of efforts among the Debtors’ other professionals retained in these chapter 11 cases.

B. Scope of Services

10. As requested by the Debtors, and consistent with the terms of the Engagement Letters, PwC will provide the following tax compliance and tax consulting services (collectively, the “*Professional Services*”):

- a. 2021 Tax Compliance Services Engagement Letter:
 - i. *Tax Compliance Services*: preparing and signing as preparer the U.S. federal and state tax returns for Lumileds Holding B.V. (“*Lumileds*”) for the tax

² All summaries herein are provided for convenience only and are qualified by reference to the Engagement Letters. To the extent that this Application and the terms of the Engagement Letters are inconsistent, the terms of the Engagement Letters shall control. Capitalized terms used but not otherwise defined in this Application shall have the meanings ascribed to such terms in the Engagement Letters.

year beginning January 1, 2021 through December 31, 2021, as requested by Lumileds for itself and certain entities, as listed in Exhibit I.

- ii. Subsequent Year's Tax Compliance Services: services related to recurring and non-recurring tax work such as the preparation of year end estimates, estimated tax payments, allocations, extensions, compliance coordination and related tax consulting for tax compliance and related planning purposes for the 2022 tax year; and
 - iii. Recurring Tax Consulting Services: the following services illustrate the nature of the services intended to be covered:
 - providing advice, answers to questions on federal, state, and local, and international tax matters, including research, discussions, preparation of memoranda, and attendance at meetings relating to such matters, as mutually determined to be necessary; and
 - providing advice and/or assistance with respect to matters involving the Internal Revenue Service or other tax authorities on an as-needed or as-requested basis.
- b. **Section 263A Services SOW**:³ providing assistance to Lumileds in connection with its computation of cumulative UNICAP for tax inventories for purposes of preparing the book/tax difference for tax year ended December 31, 2021. More specifically, PwC will complete the steps described below:
- i. conduct interviews and/or distribute surveys to document department activities and determine the appropriate IRC Section 263A treatment;
 - ii. determine appropriate IRC Section 263A account types and/or treatments with respect to income statement accounts;
 - iii. obtain and/or develop allocation percentages for purchasing costs, storage and handling costs, and Schedule M-3 adjustments;
 - iv. if applicable, compute variance percentages under the 5% safe harbor rule and direct material costs and/or direct labor costs percentages under the 5% de minimis rules;
 - v. determine the appropriate inventory type for each ending inventory account and applying allocation percentages (if necessary); and
 - vi. compute book/tax difference for tax year ended December 31, 2021 using the modified simplified production method of accounting without historical absorption ratio.
- c. **HQ Feasibility Analysis SOW**: preparing a summary (in the form of a slide deck) of key tax considerations of establishing a new holding company or maintaining the current holding company for Lumileds' legal entities and operations. PwC will summarize the key tax consideration for the United States,

³ The Section 263A Services SOW references services that were completed post-petition but prior to the filing of this Application; PwC will seek Court approval for payment of such fees.

Netherlands, United Kingdom, and Singapore (the “*Material Jurisdictions*”) as outlined below with respect to a holding company in the Netherlands vs. a United States, UK or Singapore holding company:

- i. assessment of the treaty network of the holding company jurisdiction;
 - ii. withholding tax assessment/comparison with respect to (i) dividend distribution to the holding company from its subsidiaries, and (ii) dividend distribution from the holding company to its shareholders;
 - iii. taxation on dividends received by the holding company from its subsidiaries (including application of participation exemption with respect to such distribution);
 - iv. capital gains implications on a disposition of shares by the holding company;
 - v. substance considerations for the holding company; and
 - vi. controlled foreign corporation or similar regimes (e.g., United States intangible low-taxed income, subpart F income, foreign tax credits, etc.) for the holding company.
- d. **Section 382 Study SOW**: providing tax consulting services necessary to respond to income tax considerations with respect to Lumileds’ chapter 11 bankruptcy proceedings and the related debt restructuring (the “*Restructuring Plan*”) presented to PwC by Lumileds, or potential income tax considerations PwC brings to Lumileds’ attention; including:
- i. performing an analysis of the stock ownership history of Lumileds for the period from July 2017 through the completion of the bankruptcy process (the “*Analysis Period*”) in order to determine whether an “ownership change” as defined in IRC Section 383 occurred as a result of certain equity transactions and if so, to determining the impact on Lumileds’ ability to utilize its net operation losses (“*NOLs*”);
 - ii. if an “ownership change” has occurred during the Analysis Period, or it is anticipated to occur as a result of the Restructuring Plan, then assessing the impact of the annual limitation amount(s) upon Lumileds ability to utilize its NOLs;
 - iii. preparing or reviewing a model which analyzes the application and implications of IRC Section 382 (l)(5) and 383 (l)(6) to Lumileds income tax attributes as a result of the Restructuring Plan;
 - iv. analyzing the material U.S. federal and state income tax consequences of the Restructuring Plan including but not limited to the treatment and consequences of any cancellation of indebtedness income (“*CODI*”), taxability of CODI, tax attribute reduction analysis, and potential acceleration of any ELA balances;
 - v. participating in conference calls with Lumileds and their chosen legal advisor as requested by Lumileds as a tax advisor; and

Section 383 Ownership Shift Calculation: The determination of whether Lumileds has undergone any “ownership change(s)”, and the NOL limitations triggered by any such “ownership changes(s), is designed to gather and document the factual support and technical analysis necessary to support our findings. PwC will:

- vi. reading and providing comments from a tax perspective on the tax matters with respect to legal agreements drafted by Lumileds’ legal counsel;
- vii. inquiring of Lumileds current equity structure and all significant historic equity events during the Analysis Period;
- viii. determining whether any “ownership change(s) occurred during the Analysis Period, or is anticipated to occur as a result of the Restructuring Plan, if so, determining the applicable annual limitation amount(s);
- ix. delivering a written report summarizing Section 382 computations, methodology and assumptions;
- x. proving a set of workpapers containing detailed year-by-year Section 382 computations; and

Section 382 Limitation Calculation: At Lumileds’ request, and to the extent Lumileds anticipates any “ownership change(s)” identified during the Analysis Period, PwC will perform the following services for each identified “ownership change”:

- xi. confirming with Lumileds that the “continuity of business” requirement is met following each of the ownership change;
- xii. calculating the annual Section 382 limitation on the use of existing NOLs taking into account mid-year changes in ownership and successive ownership changes;
- xiii. reviewing whether a net unrealized built-in gain (“**NIBIG**”) or a net unrealized built-in loss (“**NUBIL**”) is likely to exist at the time of the “ownership change(s)”. (Any recognized built-in gain (“**RBIL**”) in the five year recognition period would be treated as a RBIL item subject to the same Section 382 limitation as any pre-change NOL’s);
- xiv. calculating the allowable increase to the annual Section 382 limitation, if any, pursuant to IRS Notice 2003-65, assuming that any allowable increase is associated with a Section 197 intangible asset;
- xv. providing a schedule which depicts the dates and amounts of NOLs anticipated to be utilized and also the amount of NOLs which may expire, taking into consideration any NUBIG/NUBIL; and
- xvi. considering the potential impact of Section 383 on the use of tax credit carryforwards and other attributes, if any. If it appears material, address the matter further with Lumileds, as applicable.

11. Should the Debtors request that PwC perform additional services not contemplated by the Engagement Letters, the Debtors and PwC will mutually agree upon such services and fees in writing in advance to the provision of such services. In the event the additional services require an amendment to or statement of work with respect to the Engagement Letters or entry into a separate engagement letter, the Debtors will file notice of such documents with the Court, in accordance with the Court's approval procedures and the terms of the Proposed Order. Provided no objection is timely filed to the proposed services and agreements, PwC will continue to provide the requested services subject to any prior order entered by the Court on PwC's retention.

C. Professional Compensation

12. Pursuant to the terms and conditions of the Engagement Letters, and subject to the Court's approval, in consideration for the services to be rendered by PwC in these chapter 11 cases, the contracted for Professional Services will be provided under a fixed fee or hourly fee arrangement, as applicable, pursuant to the Engagement Letters. The following outlines the proposed compensation structures that are set forth in the Engagement Letters (the "*Fee and Expense Structures*"):

a. 2021 Tax Compliance Services Engagement Letter:

- i. *Tax Compliance Services:* The Tax Compliance Services is a fixed fee arrangement whereby PwC has agreed to be paid \$184,500, exclusive of expenses, to provide the agreed-upon services payable in two installments: \$92,250⁴ upon signing of the engagement letter and \$92,250 upon signing of the tax returns. PwC will only seek court-approval for payment of the latter installment of \$92,250.
- ii. *Subsequent Year's Tax Compliance Services:* The Subsequent Year's Tax Compliance Services is an hourly fee arrangement. The hourly rates for these services are set forth below.

⁴ An invoice in the incorrect amount of \$92,500 as opposed to \$92,250 was sent to Lumileds in May 2022.

- iii. *Recurring Tax Consulting Services*: The Recurring Tax Consulting Services is an hourly fee arrangement. The hourly rates for these services are set forth below.
- b. Section 263A Services SOW: The Section 263A Services SOW is a fixed fee arrangement whereby PwC has agreed to be paid \$20,000, exclusive of expenses, to provide the agreed-upon services. PwC will seek Court approval for payment of this fee.
- c. HQ Feasibility Analysis SOW: The HQ Feasibility Analysis SOW is a fixed fee arrangement whereby PwC has agreed to be paid \$75,000, exclusive of expenses, to provide the agreed-upon services. PwC will seek Court approval for payment of this fee.
- d. Section 382 Study SOW: The Section 382 Study SOW is a fixed fee arrangement whereby PwC has agreed to be paid \$75,000, exclusive of expenses, to provide the agreed-upon services. PwC will seek Court approval for payment of this fee.

	Hourly Rate: Recurring Tax Consulting Services	Hourly Rate: Subsequent Year Tax Compliance
Partner	\$718	\$651
Director	\$643	\$570
Senior Manager	\$449	\$418
Manager	\$359	\$322
Senior Associate	\$269	\$247
Associate	\$209	\$180

13. PwC will invoice the Debtors for PwC’s actual, reasonable, and necessary expenses during these chapter 11 cases, including travel (and internal per-ticket charges), delivery services, applicable sales, use, excise or value-added tax, the fees and expenses of outside counsel to the extent applicable, and other expenses incurred in providing the Professional Services.

14. As set forth in the Chinn Declaration, the Debtors understand that PwC will apply to the Court for allowances of compensation and reimbursement of expenses in accordance with applicable *U.S. Trustee Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330* (collectively, the “**Fee Guidelines**”), the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any

other applicable orders of the Court, in accordance with the terms and conditions of the Engagement Letters.

15. The Debtors are advised that it is not the practice of PwC's professionals to keep detailed time records in one-tenth-of-an-hour (0.1) increments as customarily kept by attorneys who are compensated subject to approval of the Court. Instead, the customary practice of PwC's professionals is to keep reasonably detailed records of services rendered during the course of an engagement in half-hour (0.5) increments. The Debtors request that for the engagement outlined herein, the Court allow PwC's professionals to provide the following in its monthly, interim and final fee applications: (a) a narrative summarizing each project category and the services rendered under each project category; (b) as an exhibit to each monthly, interim and final fee application that PwC files in these chapter 11 cases, a summary, by project category, of services rendered to the Debtors, which identifies each professional rendering services, the number of hours expended by each professional, and the amount of compensation requested with respect to the services rendered; and (c) reasonably detailed time records, in half-hour (0.5) increments for fixed fee engagements and in tenth of an hour (0.1) increments for hourly fee engagements, describing the services rendered by each professional and the amount of time spent on each date.

16. Given the nature of the services to be provided by PwC, the Debtors submit that such billing format and associated time details will be sufficient for parties-in-interest to make informed judgments regarding the nature and appropriateness of PwC's services and fees. Accordingly, to the extent that PwC would otherwise be required to submit more detailed time records for its professionals by the Fee Guidelines, the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, or any other applicable procedures and orders of the Court, the Debtors respectfully request that this Court waive such requirements.

17. Except as set forth in the Chinn Declaration, PwC has not shared or agreed to share any compensation to be paid by the Debtors with any other person, other than other principals and employees of PwC, in accordance with section 504 of the Bankruptcy Code.

D. Indemnification

15. As part of the overall compensation payable to PwC under the terms of the Engagement Letters, the Debtors have agreed to certain indemnification obligations as described in the Engagement Letters and subject to the modifications set forth in the Proposed Order.

16. The terms of the Engagement Letters and the indemnification provisions were fully negotiated at arm's length. The Debtors believe that the indemnification provisions are reasonable and in the best interest of the Debtors, their estates, and creditors, and are customary and reasonable for engagements of this nature.

17. The Debtors believe that the proposed modifications to the indemnification provisions of the Engagement Letters as set forth in the Proposed Order are appropriate under the circumstances.

E. Retroactive Retention

18. At the Debtors' request, PwC began providing the Professional Services in anticipation that its requested retention would be approved as of the Petition Date. With that understanding, PwC provided, and will continue to provide, valuable services to the Debtors. Concurrently, PwC worked diligently to complete its search process in support of this Application. Upon completion of the search process and negotiation and finalization of the Engagement Letters, PwC promptly took all necessary actions to prepare and file this Application. Accordingly, the Debtors respectfully request that PwC's retention be made effective retroactive to the Petition Date

so that PwC may be compensated for the services it has provided prior to the hearing on and approval of this Application.

F. Disinterestedness

19. In reliance on the Chinn Declaration, the Debtors believe that, except as set forth in the Chinn Declaration, PwC: (a) has no connection with the Debtors or any of the parties identified in that certain Parties in Interest list attached as **Schedule 1** to the Chinn Declaration; (b) does not hold or represent any interest adverse to the Debtors or the Debtors' estates; and (c) is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, and as required by section 327(a) of the Bankruptcy Code.

20. As of the Petition Date, PwC was owed \$112,250 by the Debtors on account of pre-petition services performed by PwC. Upon approval of PwC's retention in these chapter 11 cases, PwC has agreed to waive such unpaid pre-petition amounts owed by the Debtors to PwC on account of such pre-petition services. In the 90 days prior to the Petition Date, PwC was paid \$311,540 on account of pre-petition services performed by PwC on behalf of the Debtors.

21. The Debtors' knowledge, information, and belief regarding certain of the matters set forth in this Application, including, without limitation, PwC's disinterestedness, are based on, and are made in reliance upon, the Chinn Declaration.

22. The Debtors have been informed that PwC will conduct a periodic review of its files to ensure that no disqualifying circumstances arise. To the extent any information PwC disclosed requires amendment, modification or supplementation as additional information becomes available, PwC will submit a supplemental declaration to the Court.

BASIS FOR RELIEF

A. The Debtors' Retention and Employment of PwC Is Appropriate Pursuant to Sections 327(a) and 328(a) of the Bankruptcy Code and Bankruptcy Rule 2014.

23. Section 327 (a) of the Bankruptcy Code provides, in relevant part, as follows:

Except as otherwise provided in this section, the trustee, with the court's approval, may employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the trustee in carrying out the trustee's duties under this title.

11 U.S.C. § 327(a).

24. Section 328 (a) of the Bankruptcy Code provides, in relevant part, as follows:

The trustee . . . with the court's approval, may employ or authorize the employment of a professional person under section 327 . . . of this title . . . on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, or on a contingent fee basis. Notwithstanding such terms and conditions, the court may allow compensation different from the compensation provided under such terms and conditions after the conclusion of such employment, if such terms and conditions prove to have been improvident in light of developments not capable of being anticipated at the time of the fixing of such terms and conditions.

Id. at 328(a).

27. Bankruptcy Rule 2014 provides, in relevant part, as follows:

An order approving the employment of attorneys, accountants, appraisers, auctioneers, agents, or other professionals pursuant to § 327 . . . of the Code shall be made only on application of the trustee or committee.

Fed. R. Bankr. P. 2014.

28. As set forth above, the Debtors have selected PwC to provide the Professional Services set forth in the Engagement Letters and described herein because PwC is a well-respected and experienced professional services firm. PwC possesses extensive experience in the areas of

tax compliance and tax consulting services, and PwC has indicated a desire and willingness to act in these chapter 11 cases and to render the necessary and contracted for Professional Services to the Debtors.

29. The Debtors believe that the Fee and Expense Structures appropriately reflect the nature of the services to be provided by PwC in connection with these chapter 11 cases, and is consistent with, and typical of, arrangements entered into by PwC and other tax compliance and tax consulting services firms with respect to rendering comparable services for clients similar to the Debtors, both in and out of chapter 11. PwC and the Debtors also believe that the Fee and Expense Structures are reasonable terms and conditions of employment and should be approved by the Court under section 328(a) of the Bankruptcy Code in light of: (a) industry practice; (b) market rates charged for comparable services both in and out of the chapter 11 context; (c) PwC's substantial experience with respect to the Professional Services; and (d) the nature and scope of work to be performed by PwC in connection with these chapter 11 cases.

30. Furthermore, not granting the relief requested herein would deprive the Debtors of the assistance of a highly qualified professional tax compliance and tax consulting services provider, which would disadvantage the Debtors and all parties in interest in these chapter 11 cases. The Debtors would be potentially forced to engage new tax compliance and tax consulting services providers, which would require the Debtors needlessly to expend additional time and resources at a critical stage of these chapter 11 cases. Accordingly, the Debtors submit that the services provided by PwC are critical to the success of these chapter 11 cases.

B. Retroactive Relief is Warranted.

31. At the Debtors' request, PwC began providing the requested services on the Petition Date. As such, the Debtors believe that employment of PwC effective as of the Petition Date is warranted under the circumstances of these chapter 11 cases so that PwC may be compensated for

its services prior to entry of the Proposed Order. Further, the Debtors believe that no party in interest will be prejudiced by the granting of the retroactive employment because PwC has provided, and will continue to provide, valuable services to the Debtors' estates.

32. Courts in this district routinely approve retroactive employment similar to that requested herein.

C. Approval of the Indemnification Provisions of the Engagement Letters, As Limited and Modified by the Proposed Order, Is Appropriate.

33. The Engagement Letters provide, among other things, that the Debtors will indemnify and hold each indemnified party harmless from and against any and all third-party claims, losses, liabilities, and damages arising from or relating to the services or deliverables provided under the Engagement Letters (the "*Indemnification Provisions*"). The Indemnification Provisions are standard engagement provisions, both in chapter 11 cases and outside chapter 11, and reflect the qualifications and limits on such terms that are customary for PwC and other similar tax compliance and tax consulting services providers as approved in this and other jurisdictions.

34. In connection with this Application, PwC has agreed to certain limitations and modifications to the Indemnification Provisions, which are reflected in the Proposed Order and are as follows:

- a. All requests for payment of indemnity, contribution or otherwise pursuant to the Engagement Letters shall be made by means of fee application and shall be subject to the approval of, and review by, this Court to ensure that such payment conforms to the terms of the Engagement Letters, the Bankruptcy Code, the Local Rules and any orders of the Court and is reasonable under the circumstances of the litigation or settlement in respect of which indemnity is sought; *provided* that in no event shall an indemnified party be indemnified or receive contribution to the extent that any claim or expense is determined by final judicial order to have primarily resulted from the gross negligence, self-dealing, willful misconduct, or bad faith of such indemnified party;
- b. In no event shall any indemnified party be indemnified or receive contribution or other payment of an indemnity claim under the Engagement Letters if the Debtors or a representative of the Debtors' estates asserts a claim that a court of competent

jurisdiction determines by final order primarily arose out of the gross negligence, self-dealing, willful misconduct, or bad faith of such indemnified party; and

- c. In the event that an indemnified party seeks reimbursement for attorneys' fees from the Debtors in connection with the payment of an indemnity claim pursuant to the Engagement Letters, the invoices and supporting time records from such attorney shall be attached to PwC's own fee applications, and such invoices and time records shall be subject to the Fee Guidelines and the approval of this Court under the standards of section 330 and 331 of the Bankruptcy Code without regard to whether such indemnified party's attorneys have been retained under section 327 of the Bankruptcy Code and without regard to whether such attorneys' services satisfy section 330(a)(3)(C) of the Bankruptcy Code.

35. The Debtors believe that the Indemnification Provisions, as limited and modified by the Proposed Order, are customary and reasonable for tax compliance and tax consulting services providers, both out of court and in chapter 11 proceedings. *See United Artists Theatre Co. v. Walton (In re United Artists Theatre Co.)*, 315 F.3d 217, 234 (3d Cir. 2003) (finding that indemnification agreement between debtor and financial advisor was reasonable under section 328 of the Bankruptcy Code).

APPLICATION PRACTICE

36. This Application includes citations to the applicable rules and statutory authorities upon which the relief requested herein is predicated and a discussion of their application to this Application. Accordingly, the Debtors submit that this Application satisfies Local Rule 9013-1(a).

NOTICE

37. Notice of this Application will be given to: (a) the United States Trustee for Region 2; (b) Gibson, Dunn & Crutcher LLP, as counsel to the Ad Hoc Term Loan Lender Group; (c) the agent under the Debtors' secured term and revolving financing facilities; (d) the creditors listed on the Debtors' consolidated list of thirty (30) creditors holding the largest unsecured claims; (e) the United States Attorney for the Southern District of New York; (f) the Internal Revenue

Service; and (g) all parties entitled to notice pursuant to Local Rule 9013-1(b). The Debtors submit that, under the circumstances, no other or further notice is required.

38. A copy of this Application is available on this Court's website, at www.nysb.uscourts.gov, and the website maintained by the Debtors' claims and noticing agent, Epiq Corporate Restructuring, LLC, at <https://dm.epiq11.com/Lumileds>.

NO PRIOR APPLICATION

39. The Debtors have not made any prior application for the relief sought in this Application to this Court or any other court.

[Remainder of page intentionally left blank.]

WHEREFORE, the Debtors respectfully request that the Court (a) enter the Proposed Order, authorizing the Debtors to employ and retain PwC as tax compliance and tax consulting services provider to the Debtors effective as of the Petition Date, pursuant to the terms and conditions of the Engagement Letters, subject to the limitations and modifications proposed herein and provided for in the Proposed Order, and (b) grant such other and further relief as may be just and proper.

Dated: September 23, 2022

/s/ Johannes Paulus Teuwen

Johannes Paulus Teuwen
Chief Financial Officer of the Debtors

EXHIBIT A

Proposed Order

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re	:	Chapter 11
	:	
Lumileds Holding B.V., <i>et al.</i> , ¹	:	Case No. 22-11155 (LGB)
	:	
Debtors.	:	(Jointly Administered)
	:	
	:	

**ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF
PRICEWATERHOUSECOOPERS LLP AS TAX COMPLIANCE
AND TAX CONSULTING SERVICES PROVIDER TO THE
DEBTORS, EFFECTIVE AS OF THE PETITION DATE**

Upon the application (the “*Application*”)² of the debtors and debtors-in-possession in the above-captioned cases (collectively, the “*Debtors*”) for entry of an order authorizing the Debtors to employ and retain PricewaterhouseCoopers LLP (“*PwC*”) as tax compliance and tax consulting services provider to the Debtors, effective as of the Petition Date, pursuant to the terms and conditions of the Engagement Letters, subject to the limitations and modifications provided for herein; and it appearing that this Court has jurisdiction to consider the Application pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334(b) and the *Amended Standing Order of Reference M-431*, dated January 31, 2012 (Preska, C.J.); and it appearing that venue of these chapter 11 cases and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having determined that the relief requested in the Application is in the best interests of the Debtors, their estates, their

¹ The Debtors in these cases, along with the last four digits of each Debtor’s registration number in the applicable jurisdiction, are as follows: Lumileds Holding B.V. (Netherlands ID 4334), Aegletes B.V. (Netherlands ID 3591), Aurora Borealis B.V. (Netherlands ID 7602), Bright Bidco B.V. (Netherlands ID 6089), Lumileds Subholding B.V. (Netherlands ID 2394), Lumileds International B.V. (Netherlands ID 0244), Lumileds Netherlands B.V. (Netherlands ID 1724), Lumileds USA (Holding) Corp. (9936), Lumileds LLC (6012), and Luminescence Coöperatief U.A. (Netherlands ID 2661). The Debtors’ mailing address is 370 W. Trimble Road, San Jose, California 95131.

² All capitalized terms used but otherwise not defined herein shall have the meanings set forth in the Application.

creditors and other parties in interest; and it appearing that PwC does not hold or represent an interest adverse to the Debtors or their estates and is disinterested under 11 U.S.C. § 101(14); and it appearing that proper and adequate notice of the Application has been given and that no other or further notice is necessary; and any objections (if any) to the Application having been withdrawn, resolved or overruled on the merits; and upon the record of the hearing (if any held) to consider the relief requested in the Application and all proceedings had before this Court; and upon the Chinn Declaration, filed contemporaneously with the Application; and upon the record herein; and after due deliberation thereon; and this Court having determined that there is good and sufficient cause for the relief granted in this Order, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Application is GRANTED to the extent provided for herein.
2. The Debtors are authorized, pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016(a) and Local Rules 2014-1 and 2016-1, to employ and retain PwC as tax compliance and tax consulting services provider to the Debtors, effective as of the Petition Date, in accordance with the terms and conditions set forth in the Engagement Letters, as limited and modified by this Order.
3. The terms and conditions of PwC's employment as provided in the Engagement Letters are reasonable and are hereby approved as set forth herein. Further the Fee and Expense Structures, as set forth in the Engagement Letters, are approved and PwC shall be compensated and reimbursed in accordance with the terms of the Engagement Letters, subject to Court approval.
4. PwC shall file monthly, interim and final applications for allowance of its compensation and reimbursement of its expenses with respect to services rendered in these chapter 11 cases with this Court in accordance with sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Fee Guidelines and any applicable orders of this Court.

PwC shall include in its fee applications: (a) a narrative summarizing each project category and the services rendered under each project category; (b) as an exhibit to each fee application that PwC files in these chapter 11 cases, a summary, by project category, of services rendered to the Debtors, which identifies each professional rendering services, the number of hours expended by each professional, and the amount of compensation requested with respect to the services rendered; and (c) reasonably detailed time records, in half-hour (0.5) increments for fixed fee engagements and tenth of an hour (0.10) increments for hourly engagements, describing the services rendered by each professional and the amount of time spent on each date. With respect to the fixed fee portion of its engagements, PwC's fee applications and any related objections filed in these cases shall be subject only to the standard of review set forth in section 328 of the Bankruptcy Code, and shall not be subject to the standard of review in section 330 of the Bankruptcy Code or any other standard of review, *provided, however*, that the U.S. Trustee retains all rights to respond or object to PwC's interim and final applications for compensation and requests for reimbursement of out-of-pocket expenses on all grounds, including, but not limited to, reasonableness pursuant to section 330 of the Bankruptcy Code, and the Court retains jurisdiction to consider the U.S. Trustee's response or objection to PwC's interim and final fee applications on all grounds, including, but not limited to, reasonableness pursuant to section 330 of the Bankruptcy Code.

5. If the Debtors request and PwC agrees to provide additional services, PwC and the Debtors may enter into additional agreements, statements of work or amendments with respect to the Engagement Letters. Any additional agreements, statements of work or amendments will be filed with the Court and served on the applicable notice parties, and, absent any objections filed within fourteen (14) days after the filing and service of such supplemental declaration, PwC's

employment and retention, including as to the additional agreements, statements of work, amendments and/or services, shall continue as authorized pursuant to this Order.

6. Prior to any increases in PwC's rates for any PwC professional providing services in these cases, PwC shall file a supplemental declaration with this Court and provide ten (10) business days' notice to the Debtors, the U.S. Trustee, and counsel to the Creditors' Committee, if any. The supplemental declaration shall explain the basis for the requested rate increases in accordance with section 330(a)(3)(F) of the Bankruptcy Code and state whether the Debtors have consented to the rate increase. The U.S. Trustee retains all rights to object to any rate increase on all grounds including the reasonableness standard provided for in section 330 of the Bankruptcy Code and all rates and rate increases are subject to review by this Court.

7. The Debtors shall be bound by the Indemnification Provisions pursuant to the Engagement Letters and, during the pendency of these chapter 11 cases, subject to the following conditions:

- a. All requests for payment of indemnity, contribution or otherwise pursuant to the Engagement Letters shall be made by means of fee application and shall be subject to the approval of, and review by, this Court to ensure that such payment conforms to the terms of the Engagement Letters, the Bankruptcy Code, the Local Rules and any orders of the Court and is reasonable under the circumstances of the litigation or settlement in respect of which indemnity is sought; *provided* that in no event shall an indemnified party be indemnified or receive contribution to the extent that any claim or expense is determined by final judicial order to have primarily resulted from the gross negligence, self-dealing, willful misconduct, or bad faith of such indemnified party;
- b. In no event shall any indemnified party be indemnified or receive contribution or other payment of an indemnity claim under the Engagement Letters if the Debtors or a representative of the Debtors' estates asserts a claim that a court of competent jurisdiction determines by final order primarily arose out of the gross negligence, self-dealing, willful misconduct, or bad faith of such indemnified party; and
- c. In the event that an indemnified party seeks reimbursement for attorneys' fees from the Debtors in connection with the payment of an indemnity claim

pursuant to the Engagement Letters, the invoices and supporting time records from such attorney shall be attached to PwC's own fee applications, and such invoices and time records shall be subject to the Fee Guidelines and the approval of this Court under the standards of section 330 and 331 of the Bankruptcy Code without regard to whether such indemnified party's attorneys have been retained under section 327 of the Bankruptcy Code and without regard to whether such attorneys' services satisfy section 330(a)(3)(C) of the Bankruptcy Code.

8. To the extent that the provisions of this Order are inconsistent with the provisions of the Application, the Engagement Letters or the Chinn Declaration, the provisions of this Order shall govern.

9. During the pendency of the Debtors' bankruptcy cases, the section marked "Limitation of Liability" in the Engagement Letters is deemed to be of no force and effect during the pendency of the bankruptcy.

10. The Debtors and PwC are authorized and empowered to take all actions necessary to implement the relief granted in this Order.

11. The requirements set forth in Bankruptcy Local Rule 9013-1(b) are satisfied.

12. This Order is immediately effective and enforceable, notwithstanding the possible applicability of Bankruptcy Rule 6004(h) or otherwise.

13. Notwithstanding any provision to the contrary in the Application, the Engagement Letters or the Chinn Declaration, the Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order. For the avoidance of doubt, during the pendency of the Debtors' bankruptcy cases, any provision of the unmodified Engagement Letters that provides for mediation or arbitration shall not be applicable unless this Court lacks or declines to exercise jurisdiction.

Dated:

HONORABLE LISA G. BECKERMAN
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT B

Chinn Declaration

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

	X	
In re	:	Chapter 11
	:	
Lumileds Holding B.V., <i>et al.</i> , ¹	:	Case No. 22-11155 (LGB)
	:	
Debtors.	:	(Jointly Administered)
	:	
	X	

**DECLARATION OF MICHAEL W. CHINN IN SUPPORT OF THE DEBTORS’
APPLICATION FOR AN ORDER AUTHORIZING THE RETENTION AND
EMPLOYMENT OF PRICEWATERHOUSECOOPERS LLP AS TAX
COMPLIANCE AND TAX CONSULTING SERVICES PROVIDER
TO THE DEBTORS, EFFECTIVE AS OF THE PETITION DATE**

Pursuant to Bankruptcy Rule 2014(a), I, Michael W. Chinn, under penalty of perjury, declare as follows, to the best of my knowledge, information, and belief:

1. I am a partner of PricewaterhouseCoopers LLP (“*PwC*”). I am authorized to make this declaration (this “*Declaration*”) on behalf of PwC in support of the *Debtors’ Application for an Order Authorizing the Retention and Employment of PricewaterhouseCoopers LLP as Tax Compliance and Tax Consulting Services Provider to the Debtors, Effective as of the Petition Date*, filed contemporaneously herewith (the “*Application*”).²

2. Unless otherwise stated, all facts set forth in this Declaration are based upon my personal knowledge or derived from business records that have been reviewed by me and

¹ The Debtors in these cases, along with the last four digits of each Debtor’s registration number in the applicable jurisdiction, are as follows: Lumileds Holding B.V. (Netherlands ID 4334), Aegletes B.V. (Netherlands ID 3591), Aurora Borealis B.V. (Netherlands ID 7602), Bright Bidco B.V. (Netherlands ID 6089), Lumileds Subholding B.V. (Netherlands ID 2394), Lumileds International B.V. (Netherlands ID 0244), Lumileds Netherlands B.V. (Netherlands ID 1724), Lumileds USA (Holding) Corp. (9936), Lumileds LLC (6012), and Luminescence Coöperatief U.A. (Netherlands ID 2661). The Debtors’ mailing address is 370 W. Trimble Road, San Jose, California 95131.

² Capitalized terms used in this Declaration but not otherwise defined herein shall have the meanings ascribed to such terms in the Application. The summary of terms or conditions of the Engagement Letters provided in this Declaration is for the Court’s convenience and to the extent that any such summary conflicts with the actual terms or conditions of the Engagement Letters, the actual terms and conditions of the Engagement Letters shall control, as the same may be limited or modified by an order of the Court.

prepared/reviewed by others under my supervision and direction. To the extent any information disclosed herein requires amendment, modification or supplementation as additional information becomes available, a supplemental declaration will be submitted to this Court.

PWC'S QUALIFICATIONS

3. PwC is a professional services firm with offices across the United States with experience in providing assurance, tax, consulting, and financial advisory services to businesses in bankruptcy, and has been employed in numerous complex cases under the Bankruptcy Code. PwC is well qualified to provide the contracted-for services in a cost-effective, efficient, and timely manner.

PWC'S DISINTERESTEDNESS

A. Background

4. PwC is a United States based member firm of a global network of separate and independent firms that operate locally in countries throughout the world. Such firms ("*Member Firms*") are members of PricewaterhouseCoopers International Limited ("*PwCIL*"), a UK-membership-based private company limited by guarantee, with no shareholders and no capital, and which does not provide services to clients.

5. The Member Firms are organized on an individual country basis and operate within the legal and regulatory framework of each particular jurisdiction or region. Other than certain country or regional groupings, the Member Firms are generally not affiliates or subsidiaries of each other or of any global parent. Rather, they are separate and independent firms that practice under a common brand and shared methodologies, client service standards and certain other

professional protocols and guidelines. Member Firm partners and/or principals³ are generally the sole owners of a respective Member Firm, with no overlap with respect to partner/principal ownership of their Member Firm and other Member Firms.

6. PwC has operating subsidiaries and affiliates that are engaged to perform services directly for clients (collectively, “*PwC US Group*”). PwC US Group does not share profits with any other Member Firms.

B. Search Process

7. When an entity within PwC US Group is the subject of an application to be retained in a chapter 11 case, a process commences to check connections, such as current or former client, vendor, or financial relationship, to the debtors, their identified affiliates and the debtors’ other parties in interest (as provided by the debtors) by a search team (the “*US Search Team*”).

8. In connection with its proposed retention by the Debtors, PwC undertook searches to determine, and to disclose, whether PwC US Group is or has been engaged by or has other relationships with the Debtors or the other individuals or entities that the Debtors identified as being potential parties in interest in these chapter 11 cases (the “*Parties in Interest*”), whose specific names were provided to PwC by the Debtors, set forth on **Schedule 1**, attached hereto. A listing of the Parties in Interest with such connections to PwC and/or other entities in PwC US Group is attached to this Declaration as **Schedule 2**.

9. As described herein, the searches conducted by PwC involve checking client and other databases of PwC US Group. Given the separateness of the Member Firms, PwC is unable to directly check client or other local databases maintained by Member Firms outside of the PwC

³ For this purpose, “principals” could include shareholders of a corporation if a foreign member firm is organized as a corporation in its local jurisdiction.

US Group. Notwithstanding this separateness, the following additional steps are undertaken by PwC:

- (a) With respect to the debtor and debtor affiliates, the US Search Team:
 - (i) Initiates cross border check request(s) to the other Member Firm(s) located where the debtors' parent company's primary place of business or registered office is outside of the U.S., based upon information provided by the debtors. The applicable Member Firm(s) are asked to search relevant local databases to identify client or relevant non-client relationships in their jurisdiction. Except as may otherwise be disclosed herein, no other Member Firm(s) was identified through this process as providing services in the Debtors' bankruptcy cases; if PwC discovers additional material information that it determines requires disclosure, a supplemental disclosure will be promptly filed with the Court;
 - (ii) Performs a search of cross border requests previously received from other Member Firms to determine if any involved the debtors or their affiliates;
 - (iii) Performs a search using a database system associated with audit and other related independence requirements (the "***Independence Database***") to identify possible connections with debtor and debtor affiliates to which independence requirements may apply. Each Member Firm is required to input its respective audit clients into the Independence Database, and all Member Firms have access to the Independence Database.⁴ Each restricted entity in the Independence Database has a designated individual(s), responsible for approving and monitoring services for entities included in its corporate tree. The Independence Database includes audit clients of the various Member Firms, as well as certain other clients and non-clients thereof. In addition, once PwC is engaged to provide services for debtors during their bankruptcy cases, an indicator is placed in the Independence Database that is available to other Member Firms to indicate bankruptcy-related restrictions may exist; and
 - (iv) Once PwC is engaged to provide services for debtors during their bankruptcy cases, an indicator is placed in a PwC US Group system attached to the debtors to indicate bankruptcy-related restrictions may exist. The indicator remains through emergence from bankruptcy (or dismissal). Such bankruptcy-related restrictions are

⁴ Inputting audit and attest client information into the Independence Database is pursuant to a policy adopted by Member Firms so that such relationships are tracked in connection with such Member Firm's independence requirements.

identified to other Member Firms if they request a search of those entities.

- (b) With respect to the other parties in interest, the US Search Team also:
 - (i) Performs a search of cross border requests received from other Member Firms (described above) in connection with potential engagements to perform services for other U.S.-domiciled parties in interest;
 - (ii) Reviews the parties in interest to determine if other Member Firms are identified therein; and
 - (iii) Performs a search of the Independence Database to determine whether an other party in interest is identified as restricted therein.

10. PwC US Group has relationships with thousands of clients and other parties, some of which may be creditors of the Debtors or other Parties in Interest. The entities within PwC US Group may:

- (a) have provided, currently provide, and/or may provide in the future professional services to certain of the Parties in Interest in matters unrelated to the chapter 11 cases; and
- (b) have provided or may currently provide services, and likely will continue to provide services, to certain creditors of the Debtors and various other parties potentially adverse to the Debtors, in matters unrelated to the chapter 11 cases, except as may be otherwise set forth herein.

11. The entities within PwC US Group and/or the partners/principals/other professionals of PwC US Group may:

- (a) have had, currently have and/or may have in the future ordinary course banking or other relationships with certain of the Parties in Interest; and
- (b) have obtained, currently obtain or will in the future obtain goods or services from one or more of the Parties in Interest in matters unrelated to these chapter 11 cases.

12. To the best of my knowledge, based on above search process, PwC has determined that certain relationships identified on **Schedule 2** should be disclosed as follows:

- (a) PwC and/or the other entities within PwC US Group provide services in matters unrelated to the chapter 11 cases to certain of the Debtors' creditors and other Parties in Interest or their affiliates listed on Schedule 2.
- (b) As part of its diverse practice, PwC and/or the other entities within PwC US Group appear in numerous cases, proceedings, and transactions that involve many different professionals, including attorneys, accountants, and financial consultants who may represent the Debtors, creditors and/or Parties in Interest in these chapter 11 cases.
- (c) PwC and/or the other entities within PwC US Group have performed in the past, and may perform in the future, in matters unrelated to these chapter 11 cases, assurance, tax, consulting and/or financial advisory services for other professionals, including attorneys, accountants, and financial consultants who may represent the Debtors, creditors and Parties in Interest in these chapter 11 cases.
- (d) PwC and/or the other entities within PwC US Group may in the past, may currently or may in the future be represented, in matters unrelated to these chapter 11 cases, by various attorneys, and law firms, some of whom may be involved in these chapter 11 cases.
- (e) PwC and/or the other entities within PwC US Group may perform services for clients that relate to the Debtors merely because such clients may be creditors or counterparties to transactions with the Debtors and whose assets and liabilities may thus be affected by the Debtors' status. The disclosures set forth herein do not include specific identification of such services.
- (f) Certain Parties in Interest may be adverse to and/or involved in litigation matters with PwC and/or the other entities within PwC US Group in connection with matters unrelated to these chapter 11 cases.

13. I do not believe that the ordinary course relationships identified herein impair PwC's ability to objectively perform the contracted-for professional services during these chapter 11 cases, consistent with the professional standards applicable to such services.

14. Furthermore, through reasonable inquiry, I do not believe that the partners/principals/other professionals of PwC and/or the other entities in PwC US Group that are expected to provide services to the Debtors pursuant to the Engagement Letters have any known relation to the United States Bankruptcy Court Judges for the Southern District of New York, or

the U.S. Trustee for Region 2 or those employed by the Office of the U.S. Trustee for Region 2 for the Southern District of New York.

15. From time to time, PwC partners/principals/other professionals may personally directly or indirectly acquire debt or equity securities of a company, which may be one of the Debtors, their creditors, or other Parties in Interest. PwC has a long-standing policy prohibiting partners/principals/other professionals from using material non-public information that may come to their attention in the course of their work and all PwC partners/principals/other professionals are barred from trading in securities with respect to which they possess material non-public information. To the best of my knowledge, no partner/principal/other professional who is expected to provide services to the Debtors in this engagement has any direct investment in debt or equity securities of the Debtors.

16. The above searches resulted in the disclosures set forth herein and on **Schedule 2**, including the disclosure of certain connections with Parties in Interest that do not relate to the Debtors' chapter 11 cases. Accordingly, subject to the statements made in this Declaration, to the best of my information, knowledge, and belief, based on the searches and queries described above, I believe that PwC is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, in that neither PwC nor any partner/principal/other professional expected to provide services to the Debtors pursuant to the Engagement Letters: (a) is a creditor, an equity security holder, or an insider of the Debtors; (b) is or was, within two years before the Petition Date, a director, officer, or employee of the Debtors; and (c) has an interest materially adverse to an interest of the Debtors' estates or of any class of creditors or equity security holders, by reason of a direct or indirect relationship to,

connection with, or interest in, the Debtors or for any other reason. Accordingly, I believe that PwC is eligible for retention by the Debtors.

17. Despite the efforts described above to identify and disclose connections with Parties in Interest in these cases, because PwC is a nationwide firm with many employees, PwC is unable to state with certainty that every client representation or other connection has been identified and disclosed. If PwC discovers additional material information that it determines requires disclosure, a supplemental disclosure will be promptly filed with the Court. Except as otherwise set forth herein, to the best of my knowledge, neither PwC nor the entities within PwC US Group currently perform, nor during the period of PwC's retention in these cases, will perform, services for any entity listed on **Schedule 2** in matters related to the Debtors or their chapter 11 cases.

18. Only PwC is being retained by the Debtors pursuant to the Application.

PRE-PETITION SERVICES

19. Prior to the Petition Date, PwC performed certain professional services for the Debtors. As of the Petition Date, PwC was owed approximately \$112,250 on account of such pre-petition services, which amounts PwC has agreed to waive upon Court approval of PwC's retention in these chapter 11 cases. In the 90 days prior to the Petition Date, PwC was paid \$311,540 on account of pre-petition services performed on behalf of the Debtors.

SCOPE OF SERVICES

20. Subject to further order of the Court, and as set forth more fully in the Engagement Letters outlined herein, in consideration for the compensation contemplated therein, PwC will render the following services, which are performed at the Debtors' request, as agreed to by PwC and consistent with and pursuant to the terms and conditions of the Engagement Letters:

- a. **2021 Tax Compliance Services Engagement Letter:**
- i. Tax Compliance Services: preparing and signing as preparer the U.S. federal and state tax returns for Lumileds Holding B.V. (“**Lumileds**”) for the tax year beginning January 1, 2021 through December 31, 2021, as requested by Lumileds for itself and certain entities, as listed in Exhibit I.
 - ii. Subsequent Year’s Tax Compliance Services: services related to recurring and non-recurring tax work such as the preparation of year end estimates, estimated tax payments, allocations, extensions, compliance coordination and related tax consulting for tax compliance and related planning purposes for the 2022 tax year; and
 - iii. Recurring Tax Consulting Services: the following services illustrate the nature of the services intended to be covered:
 - providing advice, answers to questions on federal, state, and local, and international tax matters, including research, discussions, preparation of memoranda, and attendance at meetings relating to such matters, as mutually determined to be necessary; and
 - providing advice and/or assistance with respect to matters involving the Internal Revenue Service or other tax authorities on an as-needed or as-requested basis.
- b. **Section 263A Services SOW:**⁵ providing assistance to Lumileds in connection with its computation of cumulative UNICAP for tax inventories for purposes of preparing the book/tax difference for tax year ended December 31, 2021. More specifically PwC will complete the steps described below:
- i. conduct interviews and/or distribute surveys to document department activities and determine the appropriate IRC Section 263A treatment;
 - ii. determine appropriate IRC Section 263A account types and/or treatments with respect to income statement accounts
 - iii. obtain and/or develop allocation percentages for purchasing costs, storage and handling costs, and Schedule M-3 adjustments;
 - iv. if applicable, compute variance percentages under the 5% safe harbor rule and direct material costs and/or direct labor costs percentages under the 5% de minimis rules;
 - v. determine the appropriate inventory type for each ending inventory account and applying allocation percentages (if necessary); and
 - vi. compute book/tax difference for tax year ended December 31, 2021 using the modified simplified production method of accounting without historical absorption ratio.

⁵ The Section 263A Services SOW references services that were completed post-petition but prior to the filing of this Application; PwC will seek Court approval for payment of such fees.

- c. **HQ Feasibility Analysis SOW**: preparing a summary (in the form of a slide deck) of key tax considerations of establishing a new holding company or maintaining the current holding company for Lumileds' legal entities and operations. PwC will summarize the key tax consideration for the United States, Netherlands, United Kingdom, and Singapore (the "***Material Jurisdictions***") as outlined below with respect to a holding company in the Netherlands vs. a United States, UK or Singapore holding company:
- i. assessment of the treaty network of the holding company jurisdiction;
 - ii. withholding tax assessment/comparison with respect to (i) dividend distribution to the holding company from its subsidiaries, and (ii) dividend distribution from the holding company to its shareholders;
 - iii. taxation on dividends received by the holding company from its subsidiaries (including application of participation exemption with respect to such distribution);
 - iv. capital gains implications on a disposition of shares by the holding company;
 - v. substance considerations for the holding company; and
 - vi. controlled foreign corporation or similar regimes (e.g., United States intangible low-taxed income, subpart F income, foreign tax credits, etc.) for the holding company.
- d. **Section 382 Study SOW**: providing tax consulting services necessary to respond to income tax considerations with respect to Lumileds chapter 11 bankruptcy proceedings and the related debt restructuring (the "***Restructuring Plan***") presented to PwC by Lumileds, or potential income tax considerations PwC brings to Lumileds' attention; including:
- i. performing an analysis of the stock ownership history of Lumileds for the period from July 2017 through the completion of the bankruptcy process (the "***Analysis Period***") in order to determine whether an "ownership change" as defined in IRC Section 383 occurred as a result of certain equity transactions and if so, to determining the impact on Lumileds' ability to utilize its net operation losses ("***NOLs***");
 - ii. if an "ownership change" has occurred during the Analysis Period, or it is anticipated to occur as a result of the Restructuring Plan, then assessing the impact of the annual limitation amount(s) upon Lumileds ability to utilize its NOLs;
 - iii. preparing or reviewing a model which analyzes the application and implications of IRC Section 382 (l)(5) and 383 (l)(6) to Lumileds income tax attributes as a result of the Restructuring Plan;
 - iv. analyzing the material U.S. federal and state income tax consequences of the Restructuring Plan including but not limited to the treatment and consequences of any cancellation of indebtedness income ("***CODI***"),

taxability of CODI, tax attribute reduction analysis, and potential acceleration of any ELA balances;

- v. participating in conference calls with Lumileds and their chosen legal advisor as requested by Lumileds as a tax advisor; and

Section 383 Ownership Shift Calculation: The determination of whether Lumileds has undergone any “ownership change(s)”, and the NOL limitations triggered by any such “ownership changes(s), is designed to gather and document the factual support and technical analysis necessary to support our findings. PwC will:

- vi. reading and providing comments from a tax perspective on the tax matters with respect to legal agreements drafted by Lumileds’ legal counsel;
- vii. inquiring of Lumileds current equity structure and all significant historic equity events during the Analysis Period;
- viii. determining whether any “ownership change(s) occurred during the Analysis Period, or is anticipated to occur as a result of the Restructuring Plan, if so, determining the applicable annual limitation amount(s);
- ix. delivering a written report summarizing Section 382 computations, methodology and assumptions;
- x. proving a set of workpapers containing detailed year-by-year Section 382 computations; and

Section 382 Limitation Calculation: At Lumileds’ request, and to the extent Lumileds anticipates any “ownership change(s)” identified during the Analysis Period, PwC will perform the following services for each identified “ownership change”:

- xi. confirming with Lumileds that the “continuity of business” requirement is met following each of the ownership change;
- xii. calculating the annual Section 382 limitation on the use of existing NOLs taking into account mid-year changes in ownership and successive ownership changes;
- xiii. reviewing whether a net unrealized built-in gain (“*NIBIG*”) or a net unrealized built-in loss (“*NUBIL*”) is likely to exist at the time of the “ownership change(s)”. (Any recognized built-in gain (“*RBIL*”) in the five year recognition period would be treated as a RBIL item subject to the same Section 382 limitation as any pre-change NOL’s);
- xiv. calculating the allowable increase to the annual Section 382 limitation, if any, pursuant to IRS Notice 2003-65, assuming that any allowable increase is associated with a Section 197 intangible asset;
- xv. providing a schedule which depicts the dates and amounts of NOLs anticipated to be utilized and also the amount of NOLs which may expire, taking into consideration any NUBIG/NUBIL; and

xvi. considering the potential impact of Section 383 on the use of tax credit carryforwards and other attributes, if any. If it appears material, address the matter further with Lumileds, as applicable.

21. Should the Debtors request that PwC perform additional services not contemplated by the Engagement Letters, the Debtors and PwC will mutually agree upon such services and fees in writing in advance to the provision of such services. In the event the additional services require an amendment to or statement of work with respect to the Engagement Letters or entry into a separate engagement letter, the Debtors shall file notice of such documents with the Court, in accordance with the Court's approval procedures and the terms of the Proposed Order. Provided no objection is timely filed to the proposed services and agreements, PwC will continue to provide the requested services subject to any prior order entered by the Court on PwC's retention.

22. Subject to PwC's compliance with applicable professional standards in performing the contracted-for services, PwC shall cooperate with the Debtors to avoid unnecessary duplication of services provided by PwC and any of the Debtors' other retained professionals in these chapter 11 cases.

23. At the Debtors' request, PwC provided services to the Debtors from and after the Petition Date in anticipation that its retention would be approved retroactive to the Petition Date. PwC submits that these circumstances are of the nature warranting retroactive approval.

PROFESSIONAL COMPENSATION

24. PwC's retention by the Debtors is conditioned upon its ability to be retained in accordance with its customary terms and conditions of engagement, including the proposed compensation arrangements set forth in the Engagement Letters. PwC believes that the Fee and Expense Structures in the Engagement Letters are consistent with, and typical of, compensation arrangements charged by professional services firms of similar caliber and experience for engagements of similar size and complexity, both in and out of bankruptcy. PwC further believes

that the Fee and Expense Structures are market-based and reasonable considering PwC's knowledge and experience.

25. In consideration for the services to be rendered by PwC during these chapter 11 cases, and pursuant to the terms and conditions of the Engagement Letters, as modified herein and subject to any Order entered by the Court, the following are the agreed Fee and Expense Structures for compensating PwC:

- a. 2021 Tax Compliance Services Engagement Letter:
 - iv. *Tax Compliance Services:* The Tax Compliance Services is a fixed fee arrangement whereby PwC has agreed to be paid \$184,500, exclusive of expenses, to provide the agreed-upon services payable in two installments: \$92,250⁶ upon signing of the engagement letter and \$92,250 upon signing of the tax returns. PwC will only seek court approval for payment of the latter installment of \$92,250.
 - v. *Subsequent Year's Tax Compliance Services:* The Subsequent Year's Tax Compliance Services is an hourly fee arrangement. The hourly rates for these services are set forth below.
 - vi. *Recurring Tax Consulting Services:* The Recurring Tax Consulting Services is an hourly fee arrangement. The hourly rates for these services are set forth below.
- e. Section 263A Services SOW: The Section 263A Services SOW is a fixed fee arrangement whereby PwC has agreed to be paid \$20,000, exclusive of expenses, to provide the agreed-upon services. PwC will seek Court approval for payment of this fee.
- f. HQ Feasibility Analysis SOW: The HQ Feasibility Analysis SOW is a fixed fee arrangement whereby PwC has agreed to be paid \$75,000, exclusive of expenses, to provide the agreed-upon services. PwC will seek Court approval for payment of this fee.
- g. Section 382 Study SOW: The Section 382 Study SOW is a fixed fee arrangement whereby PwC has agreed to be paid \$75,000, exclusive of expenses, to provide the agreed-upon services. PwC will seek Court approval for payment of this fee.

⁶ An invoice in the incorrect amount of \$92,500 as opposed to \$92,250 was sent to Lumileds in May 2022.

22-11155-lgb Doc 141 Filed 09/23/22 Entered 09/23/22 14:46:01 Main Document
 Hourly Rate: Recurring Tax Pg 43 of 98 Hourly Rate: Subsequent Year
 Consulting Services Tax Compliance

	Hourly Rate: Recurring Tax	Hourly Rate: Subsequent Year
Partner	\$718	\$651
Director	\$643	\$570
Senior Manager	\$449	\$418
Manager	\$359	\$322
Senior Associate	\$269	\$247
Associate	\$209	\$180

26. Any hourly rates are subject to periodic increase, and PwC shall inform the Debtors and the U.S. Trustee if a periodic rate increase occurs during the course of the Engagement Letters. To the extent such an increase occurs, and notice of same is provided, PwC requests that it be deemed effective with respect to services performed thereafter.

27. In addition to the fees set forth above, actual, reasonable, and necessary expenses, including travel (and internal per-ticket charges), delivery services, applicable sales, use, excise or value-added tax, the fees and expenses of outside counsel to the extent applicable, and other expenses incurred in providing PwC's services, will be included in the total amount billed.

28. PwC will apply for allowance of compensation and reimbursement of expenses in accordance with the applicable Fee Guidelines, the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, any applicable orders of the Court, and in accordance with the terms and conditions of the Engagement Letters.

29. It is not the practice of PwC's professionals to keep detailed time records in one-tenth-of-an-hour (0.1) increments as customarily kept by attorneys who are compensated subject to approval of the Court. Instead, PwC's customary practice is to keep reasonably detailed records of services rendered during the course of an engagement in half-hour (0.5) increments. PwC will provide the following in its monthly, interim and final fee applications: (a) a narrative summarizing each project category and the services rendered under each project category; (b) as an exhibit to each monthly, interim and final fee application that PwC files in these chapter 11 cases, a summary, by project category, of services rendered, which identifies each professional rendering services, the number of hours expended by each professional, and the amount of compensation requested

with respect to the services; and (c) reasonably detailed records of time in tenth of an hour (0.1) increments, except as to the fixed fee portion, which shall be kept in half-hour (0.5) increments, describing the services rendered by each professional and the amount of time spent on each date.

30. Given the nature of the services to be provided by PwC, PwC believes that such billing format and associated time details will be sufficient for the Debtors and other parties in interest to make informed judgments regarding the nature and appropriateness of PwC's services and fees.

31. The PwC professionals providing services to the Debtors will consult with and utilize internal PwC US Group professionals responsible for preparation of bankruptcy retention and compensation related materials, to facilitate compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, Fee Guidelines and any other applicable procedures and orders of the Court. The services provided by such professionals shall include but are not limited to: (a) preparation of bankruptcy retention documents and related disclosures; and (b) preparation of fee statements and interim and final fee applications. Given the specialized nature of these services, specific billing rates exist for these professionals.⁷

32. The terms and conditions of the Engagement Letters, including the Fee and Expense Structures, were negotiated between the Debtors and PwC at arm's length and reflect the parties' mutual agreement as to the substantial efforts that will be required by these engagements.

33. PwC may be assisted by professionals from certain other Member Firms, including entities within PwC US Group, to provide services under the Engagement Letters as subcontractors to PwC. Notwithstanding anything to the contrary in the Engagement Letters, during PwC's

⁷ The rate per hour for these PwC US Group professionals by level of experience are as follows: Managing Director: \$700; Director: \$550; Manager: \$400; Senior Associate: \$290; Associate: \$225; and Paraprofessional: \$150.

retention in these chapter 11 cases, PwC will not use the services of such other Member Firms to perform the contracted-for services unless a search of such Member Firm's connections is performed and applicable disclosures, if any, are made, either as part of **Schedule 2**, a PwC supplemental declaration, or such Member Firm's own declaration of disinterestedness⁸.

34. PwC has received no promises regarding compensation in these chapter 11 cases other than in accordance with the Bankruptcy Code and as set forth in this Declaration. PwC has no agreement with any nonaffiliated or unrelated entity to share any compensation earned in the chapter 11 cases.

I declare under penalty of perjury that, after reasonable inquiry, the foregoing is true and correct to the best of my knowledge, information, and belief.

Dated: September 23, 2022

/s/ Michael W. Chinn

Michael W. Chinn, Partner
PricewaterhouseCoopers LLP

⁸ PwC understands that other Member Firms may have provided services pre-petition to the Debtors or may provide or provided services to non-debtor affiliates, but such Member Firms are not anticipated to provide services to the Debtors as a subcontractor to PwC during the pendency of the Debtors' chapter 11 cases.

Schedule 1

Debtors and Known Affiliates

Lumileds Holding B.V.
Aegletes B.V.
Alnitak (MEP) B.V.
Altilon de Mexico, S.A. de C.V.
AP Bright Holdings (Lux) S.a.r.l.
Aurora Borealis B.V.
Bright Bidco B.V.
Lumileds (Jiaxing) Technology Co., Ltd.
Lumileds (Shanghai) Technology Co., Ltd.
Lumileds (Shanghai) Management Co., Ltd.
Lumileds (Thailand) Co. Ltd.
Lumileds Aachen GmbH
Lumileds Capital B.V.
Lumileds Commercial Canada Inc.
Lumileds Commercial France
Lumileds Delaware LLC
Lumileds Eurasia LLC
Lumileds Eurasia Limited Liability Company
Lumileds Germany GmbH
Lumileds Hong Kong Co. Ltd.
Lumileds Iluminação Brasil Ltda.
Lumileds India Private Ltd.
Lumileds International B.V.
Lumileds Italy S.r.l.
Lumileds Japan GK
Lumileds Korea Ltd.
Lumileds LLC
Lumileds Luxeon de Iberia S.L.
Lumileds Malaysia Sdn. Bhd.
Lumileds Netherlands B.V.
Lumileds Poland S.A.
Lumileds Singapore Pte. Ltd.
Lumileds Subholding B.V.
Lumileds Sweden AB
Lumileds Taiwan Co., Ltd.
Lumileds Technology (Hubei) Co., Ltd.
Lumileds USA (Holding) Corp.
Lumileds Yishun Pte. Ltd.
Luminescence Coöperatief U.A.
Metaalraadlampenfabriek "Volt" B.V.

Debtors' Previous Names (including DBA and Trade Names)

Kristall 227. GmbH
Lumileds Commercial (Shanghai) Co., Ltd.
Lumileds Lighting B.V.
LumiLeds Lighting Netherlands B.V.
Philips AB
Philips Lighting Poland S.A.
Philips Lumileds Lighting Company Sdn. Bhd
Philips Lumileds Lighting Holding B.V.
Philips Opera Limited
Philips Optical Video Hong Kong Limited
XL Dutch MidCo Coöperatief U.A.

Bankruptcy Professionals

AlixPartners, LLP

Allen & Gledhill LLP
Epiq Corporate Restructuring, LLC
Evercore Group LLC
Freshfields Bruckhaus Deringer LLP
Latham & Watkins LLP
Houthoff Cooperatief U.A.
Gibson, Dunn & Crutcher LLP
Paul, Weiss, Rifkind, Wharton & Garrison LLP
PJT Partners Inc.
Price Waterhouse Coopers LLP
Roland Berger
Wardynski & Partners
Yulchon LLC

Lenders, Banks, and Other Secured Parties

Alcentra
Anchorage Capital
Assured Investment Management
Avenue Capital
Bank of America
Barclays
Bardin Hill
Blackstone
Blue Owl
BNP Paribas
Brigade Capital Management
Carlyle
Cerberus
China Merchant Bank
CIFC
CIMB Bank Berhad
Citadel
Citibank
Citibank Europe PLC
Coöperatieve Rabobank U.A.
Crédit Agricole Leasing & Factoring
Credit Suisse
Crown Credit Company
Deutsche Bank
Deutsche Bank AG New York
DFG
DoubleLine
Eaton Vance
Electro Rent Corporation
Elmwood Asset Management
Engs Commercial Finance Co.
ING Capital
Lion Point Capital
MJX Asset Management
Morgan Stanley
Nassau Corporate Credit
Nut Tree Capital Management
Nuveen
Paloma Capital
PEAC (Poland) sp. z o. o.
Pictet
PineBridge Investments

Schedule 1

Rabobank
RBC
Siemens Finance Sp. z o.o.
Sumitomo Mitsui Finance and Leasing Group
Silver Point Capital
Société Générale S.A.
Sound Point Capital
Steele Creek Capital
Symphony
United Overseas Bank Limited
Voya Financial
Wellfleet (LittleJohn)

Officers and Directors

Barlow, Steve
Castellanos, Marco
Dietz, Ronald
Flynn, Gina Perez
Hamill, David
Haque, Shatil
Klein, Alex
Klijn, Michel Adam Waltherus
McCrone, Stewart
McCurry, Houston David
Pikaar, Leon
Posch-Dubitsky, Brigitte
Rich, Jonathan David
Roney, Matt
Rust, Maarten
Seminara, Robert
Shchekin, Oleg
Sinensky, Peter Brett
Ter Burg, Hanneke
Teuwen, Jan Paul
Titzing, Victor
Vaidyanathan, Anantharaman
Yocum, Edward

Significant Equity Holders

AP Bright Holdings (Lux) S.a.r.l.
Apollo
Metaaldraadlampenfabriek "Volt" B.V.
Phillips

Parties to Pending Litigation

Samsung Electronics Co., Ltd.
Samsung Electronics America, Inc.
Nichia Corporation
Feit Electric Company, Inc.
Unity Microelectronics, Inc.
LG Innotek Huizhou Co., Ltd.
Adrienne Bush
Thomas Stolzenfeld
Rhonda McKee-Hessel
BMW Credit (Malaysia) Sdn Bhd
Optotronic Semiconductors Sdn Bhd
BMW Canada
ZP Holdings

Landlords

370 West Trimble Road Corporation
Het Vierspan Vastgoed B.V.
Intercity Real Estate Management
JFK Investment Company L.L.C.
LBA RVI-Company I, LP
Schipol Real Estate B.V.

Material Contract Counterparties

Adecco Recursos Humanos S.A.
Adecco Servicios Colombia S.A.
Air Products and Chemical (Shanghai Gases)
Air Products and Chemicals, Inc.
Aixtron Inc.
Alphabet Belgium Long Term Rental NV
Aon Financial Services Group
Aon Risk Services
Aon Risk Solutions
Atos Application Management Services
Atos Nederland B.V.
Baikap Holding 130810 GmbH
Dachser SE
Dell B.V.
Dr. Dirk Herzig
DSV Air & Sea Holding A/S
DSV Air & Sea, Inc.
DSV Road Holding A/S,
Fujian Lightning Optoelectronic Co., Ltd
Future Electronics Incorporated
Hana Microelectronics Public co., Ltd
Hi-Flex (Suzhou) Electronics Co., Ltd.
Hongli Zhihui Group Co., Ltd
Insight Direct USA, Inc.
IPAN GmbH
JiangXi Lattice Power Semiconductor Corporation, Ltd.
Jiangxi Lightlead Optoelectronic Trading Co., Ltd.
Kinwong Electronic (Hong Kong)
Koninklijke Philips N.V.
L'Air Liquide S.A.
LeasePlan Fleet Management nv
LeasePlan U.S.A., Inc.
Marelli
Marelli Automotive Lighting Reutlingen GmbH
Microsoft Corporation
Nissei Technology Corporation
Nolan & Cunnings, Inc.
NRC Electronics
Pacific Gas and Electric Company
PEAC (Poland) sp. z o.o.
Philips Electronics Nederland B.V.
Plansee SE
Powerterk Group Co., LTD
Rayben Technologies (Zhuhai) Limited
Roundstone Solutions Inc.
Sanan Optoelectronics Hong Kong Company Limited
SAP America, Inc.
SecureWorks, Inc.
Shenzhen Refond OptoElectronics Co., LTD

Schedule 1

Shenzhen Smalite Semiconductor Co., Ltd
Shin-Etsu Chemical Co., Ltd.
Signify Netherlands B.V.
St. Paul Travelers
Sumida Components & Modules GmbH
Tanaka Kikinzoku Kogyo K.K.
The Indium Corporation of America
Valeo Vision SAS
Vallen Distribution, Inc.
Versum Materials US, LLC
Versum Materials, Inc.
Very Optoelectronics (HuiZhou) Co., Ltd.
Vitrite Middleburg B.V.
Vosla GmbH
Yosun Industrial Corp.
Taxing Authorities
Alabama Department of Revenue Income Tax
Albuquerque District Office
Arizona Department of Revenue
Arkansas Department of Finance and Admin
Belastingdienst Centrale Administratie
Belastingdienst/Douane
Belastingdienst/Kantoor Eindhoven
California Department of Tax & Fee Admin
California Franchise Tax Board
City of Farmington Hills
Colorado Department of Revenue
Comptroller of Public Accounts
Connecticut Department of Revenue Services
Department of the Treasury Internal Revenue Service
District of Columbia Office of Tax & Revenue
Florida Department of Revenue
Georgia Department of Revenue
Hawaii Department of Taxation
Illinois Department of Revenue
Indiana Department of Revenue
Iowa Department of Revenue
Kansas Department of Revenue
Kentucky Department of Revenue
Louisiana Department of Revenue
Maryland Revenue Administration Division
Massachusetts Department of Revenue
Michigan Department of Treasury
Minnesota Department of Revenue
Missouri Taxation Division
Mississippi Department of Revenue
Nebraska Department of Revenue
New Hampshire Department of Revenue
New Jersey Division of Taxation
North Carolina Department of Revenue
North Dakota-Office of State Tax Commissioner
Ohio Department of Taxation
Oklahoma Tax Commission
PA Department of Revenue
Rhode Island Division of Taxation
Santa Clara County

South Carolina Department of Revenue
South Dakota Department of Revenue
State of Nevada
State of New Jersey
State of West Virginia
Tax and Customs Administration/ Department of
International Issues
Tennessee Department of Revenue
Texas Comptroller of Public Accounts
Utah State Tax Commission
UWV
Vermont Department of Taxes
Virginia Department of Taxation
Washington State Department of Revenue
Wisconsin Department of Revenue
Insurance Providers
ACE American Insurance Company
AIG Europe S.A.
AIG Global Marine
Allianz Global Corporate and Specialty SE
American International Group
Aon Belgium BV
AXA - XL Insurance Company SE
Chubb European Group 5E
HDI Global SE
Liberty Mutual Insurance Europe SE
RSA Luxembourg S.A.
Travelers Property Casualty Company of America
XL Insurance Company SE
Zurich American Insurance Policy
Zurich Insurance PLC
Utility Companies
All Clean Hazardous Waste
AT&T Corp
AT&T Long Distance
AT&T Mobility II LLC
AT&T Teleconference
Bell South
City of San Jose
Clean Harbors
Comcast Cable Communications
Direct Energy Business
Pacific Gas & Electric
SBC
T-Mobile
Vendors
ACE TAX
Aon Risk Insurance Services West
BT Americas Inc.
DXC Technology Services LLC
Freiberger Compound Materials GmbH
ILJIN Dispaly Co., Ltd.
Mayer Brown LLP
Monocrystal
NTT Data, Inc.
Schmidt Patent Law, Inc.

Schedule 1

Secure Works, Inc.
Shining Blick Enterprises Co.
Sonata LLC
UWV

Southern District of New York Bankruptcy Judges

Chief Judge Martin Glenn
Judge Lisa G. Beckerman
Judge Shelley C. Chapman
Judge Robert D. Drain
Judge James L. Garrity, Jr.
Judge David S. Jones
Judge Sean H. Lane
Judge John P. Mastando III
Judge Cecelia G. Morris
Judge Michael E. Wiles

Staff for Southern District of New York Bankruptcy

Judges

Anderson, Deanna
Ashmeade, Vanessa
Azzaro, Christine
Barajas, Andres
Barrett, Chantel
Blackmon, Michael
Calderon, Lynda
Carrasco, Robert
Chen, Patrick
Contino, Michael
Depierola, Jacqueline
Ebanks, Liza
Echevarria, Lorraine
Eisen, Jamie
Fredericks, Frances
Harkins, Brian
Harkins, Daniel
Jones, Taylor
Kan, Leslie
Karra, Puccia
Kasnetz, Alexander
Li, Dorothy
Macdonald, Jenna
Mercado, Tracey
Mitnick, Meredith
O'Rourke, Frances
Ribeiro, Christian
Robie, Brenda
Rodriguez, Willie
Saney, Michelle
Tran, Jacqueline
White, Greg
Wybiral, Leslie
Ziesing, Annie
Daniel Slemmer*
John Keubler*
James Vincenti*
Brian Hilburn*
Maria Rodriguez-Castillo*

Ian Kitts*
Connor Farley*
Francis O'Rourke*

**Staff for the Office of the United States Trustee for
Region 2**

Abriano, Victor
Arbeit, Susan
Bruh, Mark
Cornell, Shara
Gannone, James
Higgins, Benjamin J.
Joseph, Nadkarni
Masumoto, Brian S.
Mendoza, Ercilia A.
Moroney, Mary V.
Morrisey, Richard C.
Ogunleye, Alaba
Riffkin, Linda A.
Rodriguez, Ilusion
Schwartz, Andrea B.
Schwartzberg, Paul K.
Scott, Shannon
Sharp, Sylvester
Tiantian, Tara
Velez-Rivera, Andy
Vescovacci, Madeleine
Wells, Annie
Zipes, Greg M
William K. Harrington*
Olga S. Allen*
Jennifer L. Weston*

Master Service List Parties

ADECCO TECHNICAL*
ALLEN MATKINS LECK GAMBLE MALLORY &
NATSIS LLP*
CHONGQING SILIAN OPTOELECTRONICS*
DAVIS POLK & WARDWELL LLP*
EUROFINS EAG MATERIALS SCIENCE, LLC*
INTERNAL REVENUE SERVICE*
JIANGXI JINGNENG SEMICONDUCTOR CO.,
LTD.*
KELLEY DRYE & WARREN LLP*
LINKEDIN*
NATIONAL PRONTO ASSOCIATION*
NOURYON FUNCTIONAL CHEMICALS LLC*
OFFICE OF THE NEW YORK STATE ATTY GEN.*
OFFICE OF THE UNITED STATES ATTORNEY*
OFFICE OF THE UNITED STATES TRUSTEE*
PREMATECH ADVANCED CERAMICS*
SERVICE BY MEDALLION*
SIEMENS INDUSTRY SOFTWARE INC.*
WORKDAY LIMITED*

*Name is not provided in the IPL but added by PwC as
deemed necessary for disclosure purposes

Debtors and Known Affiliates

Lumileds Holding B.V.
Aegletes B.V.
Alnitak (MEP) B.V.
Altilon de Mexico, S.A. de C.V.
AP Bright Holdings (Lux) S.a.r.l.
Aurora Borealis B.V.
Bright Bidco B.V.
Lumileds (Jiaxing) Technology Co., Ltd.
Lumileds (Shanghai) Technology Co., Ltd.
Lumileds (Shanghai) Management Co., Ltd.
Lumileds (Thailand) Co. Ltd.
Lumileds Aachen GmbH
Lumileds Capital B.V.
Lumileds Commercial Canada Inc.
Lumileds Commercial France
Lumileds Delaware LLC
Lumileds Eurasia LLC
Lumileds Eurasia Limited Liability Company
Lumileds Germany GmbH
Lumileds Hong Kong Co. Ltd.
Lumileds Iluminação Brasil Ltda.
Lumileds India Private Ltd.
Lumileds International B.V.
Lumileds Italy S.r.l.
Lumileds Japan GK
Lumileds Korea Ltd.
Lumileds LLC
Lumileds Luxeon de Iberia S.L.
Lumileds Malaysia Sdn. Bhd.
Lumileds Netherlands B.V.
Lumileds Poland S.A.
Lumileds Singapore Pte. Ltd.
Lumileds Subholding B.V.
Lumileds Sweden AB
Lumileds Taiwan Co., Ltd.
Lumileds Technology (Hubei) Co., Ltd.
Lumileds USA (Holding) Corp.
Lumileds Yishun Pte. Ltd.
Luminescence Coöperatief U.A.
Metaalraadlampenfabriek "Volt" B.V.

Debtors' Previous Names (including DBA and Trade Names)

Kristall 227. GmbH
Lumileds Commercial (Shanghai) Co., Ltd.
Lumileds Lighting B.V.
LumiLeds Lighting Netherlands B.V.
Philips AB
Philips Lighting Poland S.A.
Philips Lumileds Lighting Company Sdn. Bhd
Philips Lumileds Lighting Holding B.V.
Philips Opera Limited
Philips Optical Video Hong Kong Limited
XL Dutch MidCo Coöperatief U.A.

Bankruptcy Professionals

AlixPartners, LLP

Epiq Corporate Restructuring, LLC
Evercore Group LLC
Freshfields Bruckhaus Deringer LLP
Latham & Watkins LLP
Gibson, Dunn & Crutcher LLP
Paul, Weiss, Rifkind, Wharton & Garrison LLP
PJT Partners Inc.

Price Waterhouse Coopers LLP

Lenders, Banks, and Other Secured Parties

Alcentra
Anchorage Capital
Assured Investment Management
Avenue Capital
Bank of America
Barclays
Bardin Hill
Blackstone
Blue Owl
BNP Paribas
Brigade Capital Management
Carlyle
Cerberus
CIFC
Citadel
Citibank
Citibank Europe PLC
Coöperatieve Rabobank U.A.
Credit Suisse
Deutsche Bank
Deutsche Bank AG New York
DoubleLine
Eaton Vance
Electro Rent Corporation
Engs Commercial Finance Co.
ING Capital
Lion Point Capital
MJX Asset Management
Morgan Stanley
Nassau Corporate Credit
PEAC (Poland) sp. z o. o.
Pictet
PineBridge Investments
Rabobank
RBC
Siemens Finance Sp. z o.o.
Sumitomo Mitsui Finance and Leasing Group
Silver Point Capital
Société Générale S.A.
Sound Point Capital
United Overseas Bank Limited
Voya Financial
Wellfleet (LittleJohn)
Significant Equity Holders
AP Bright Holdings (Lux) S.a.r.l.
Apollo
Metaalraadlampenfabriek "Volt" B.V.

Phillips

Parties to Pending Litigation

Samsung Electronics Co., Ltd.
Samsung Electronics America, Inc.
Feit Electric Company, Inc.
BMW Credit (Malaysia) Sdn Bhd
BMW Canada

Material Contract Counterparties

Adecco Recursos Humanos S.A
Air Products and Chemical (Shanghai Gases)
Air Products and Chemicals, Inc.
Alphabet Belgium Long Term Rental NV
Aon Financial Services Group
Aon Risk Services
Aon Risk Solutions
Atos Nederland B.V.
Dell B.V.
DSV Air & Sea Holding A/S
DSV Air & Sea, Inc.
DSV Road Holding A/S,
Insight Direct USA, Inc.
Koninklijke Philips N.V.
L'Air Liquide S.A.
LeasePlan U.S.A., Inc.
Marelli
Marelli Automotive Lighting Reutlingen GmbH
Microsoft Corporation
Pacific Gas and Electric Company
PEAC (Poland) sp. z o.o.
Philips Electronics Nederland B.V.
SAP America, Inc.
SecureWorks, Inc.
Shin-Etsu Chemical Co., Ltd.
Signify Netherlands B.V.
Tanaka Kikinzoku Kogyo K.K.
The Indium Corporation of America
Vallen Distribution, Inc.
Versum Materials US, LLC
Versum Materials, Inc.

Taxing Authorities

Alabama Department of Revenue Income Tax
Arizona Department of Revenue
Arkansas Department of Finance and Admin
Belastingdienst/Douane
Belastingdienst/Kantoor Eindhoven
California Department of Tax & Fee Admin
California Franchise Tax Board
Colorado Department of Revenue
Comptroller of Public Accounts
Connecticut Department of Revenue Services
Department of the Treasury Internal Revenue Service
District of Columbia Office of Tax & Revenue
Florida Department of Revenue
Georgia Department of Revenue
Hawaii Department of Taxation
Illinois Department of Revenue

Indiana Department of Revenue
Iowa Department of Revenue
Kansas Department of Revenue
Kentucky Department of Revenue
Louisiana Department of Revenue
Maryland Revenue Administration Division
Massachusetts Department of Revenue
Michigan Department of Treasury
Minnesota Department of Revenue
Missouri Taxation Division
Mississippi Department of Revenue
Nebraska Department of Revenue
New Hampshire Department of Revenue
New Jersey Division of Taxation
North Carolina Department of Revenue
Ohio Department of Taxation
Oklahoma Tax Commission
PA Department of Revenue
Rhode Island Division of Taxation
Santa Clara County
South Carolina Department of Revenue
South Dakota Department of Revenue
State of Nevada
State of New Jersey
State of West Virginia
Tennessee Department of Revenue
Texas Comptroller of Public Accounts
Utah State Tax Commission
Vermont Department of Taxes
Virginia Department of Taxation
Washington State Department of Revenue
Wisconsin Department of Revenue

Insurance Providers

ACE American Insurance Company
AIG Europe S.A.
AIG Global Marine
Allianz Global Corporate and Specialty SE
American International Group
Aon Belgium BV
AXA - XL Insurance Company SE
Chubb European Group 5E
Liberty Mutual Insurance Europe SE
RSA Luxembourg S.A.
Travelers Property Casualty Company of America
XL Insurance Company SE
Zurich American Insurance Policy
Zurich Insurance PLC

Utility Companies

AT&T Corp
AT&T Long Distance
AT&T Mobility II LLC
AT&T Teleconference
Bell South
City of San Jose
Comcast Cable Communications
Direct Energy Business

Pacific Gas & Electric

SBC

T-Mobile

Vendors

ACE TAX

Aon Risk Insurance Services West

BT Americas Inc.

DXC Technology Services LLC

Mayer Brown LLP

NTT Data, Inc.

Secure Works, Inc.

Sonata LLC

Master Service List Parties

ALLEN MATKINS LECK GAMBLE MALLORY

& NATSIS LLP

DAVIS POLK & WARDWELL LLP

INTERNAL REVENUE SERVICE

KELLEY DRYE & WARREN LLP

LINKEDIN

NOURYON FUNCTIONAL CHEMICALS LLC

OFFICE OF THE UNITED STATES ATTORNEY

SIEMENS INDUSTRY SOFTWARE INC.

WORKDAY LIMITED

EXHIBIT C

2021 TAX COMPLIANCE SERVICES ENGAGEMENT LETTER



May 6, 2022

Mr. Ronald Dietz
c/o Lumileds Holding B.V.
The Base, Tower B5
Evert va de Beekstraat 1
CL Schiphol, the Netherlands 1118

Subject: Lumileds Holding B.V. - Engagement Letter - Tax Year 2021

Dear Mr. Ronald Dietz,

This engagement letter confirms that Lumileds Holding B.V. ("you" or "Client") has engaged PricewaterhouseCoopers LLP ("we" or "us" or "PwC") to provide the services described below. Client may procure services under this engagement letter for itself and for those of its consolidated subsidiaries or affiliates that Client binds to this engagement letter by its signature or which separately agree to the provisions of this engagement letter (collectively, the "Subsidiaries").

Scope of Our Services

You have requested that PwC perform the following services (the "Services"):

(a) 2021 Tax Compliance Services

PwC will prepare and sign as preparer the U.S. federal and state tax returns for Client for the tax year beginning January 1, 2021 through December 31, 2021, as requested by Client for itself and certain entities, as listed in Exhibit I. Client and PwC may mutually agree in writing (including e-mail) to revise the listing of entities and tax returns included in Exhibit I and make a related adjustment to our fees. Entities listed in Exhibit I are considered Subsidiaries (as defined above) and are also bound to the terms of this engagement letter. Specific detail, responsibilities and scope regarding the nature of exact deliverables agreed to and or impacting the Services are also included in Exhibit I.

We will complete Schedule UTP, if applicable, based on information you provide to us during the course of the engagement. We may gather such information by providing you with a checklist or information request during the course of the engagement. To the extent you require additional assistance to gather and analyze information for purposes of the Schedule UTP reporting, such services will be the subject of a separate engagement letter.

Unless otherwise agreed with PwC, Client will be responsible for preparation and filing of all other tax or information returns required to be filed with the authorities including, for example, city and county income or gross receipts filings, payroll tax filings, sales and use tax filings, information reporting filings, etc.

Client is responsible for understanding and agreeing with the amounts, computations, and statements made in all of the tax returns before they are filed with the taxing authorities. Most of



Lumileds Holding B.V.
May 6, 2022

the tax returns that we will prepare require signatures, under the penalties of perjury, of an appropriate person of Client, as required by the relevant taxing authority, affirming that the tax returns and the accompanying schedules and statements are true, correct, and complete to the best of his or her knowledge.

It is our understanding that you will file the returns as prepared by PwC unless you inform us otherwise. For those returns that PwC agrees to be the Electronic Return Originator ("ERO") (see Electronic Filing below), PwC will file those returns electronically after you have reviewed and approved the returns for filing.

Client is required to maintain and retain adequate documentation to support the tax returns as filed as penalties can be imposed by taxing authorities for the failure to produce adequate documentation supporting the items included in a tax return.

We will complete the preparation of the tax returns so they can be timely filed by the applicable due date for such tax returns. We will provide you with draft tax returns for your review. In the event the agreed timetable requires that Client provide us with needed information or assistance within a specified period of time, the failure to timely provide this assistance may require adjustment to our completion date. In addition, in the event unforeseen circumstances occur that impact our ability to meet the final completion date, we will contact Client to discuss an acceptable revised completion date.

The rules for outbound transfers of stock (and certain asset transfers treated as indirect transfers of stock) under Internal Revenue Code § 367(a) and associated regulations are complex. You are responsible for identifying transactions for which gain recognition agreements ("GRAs") are required to qualify for an exception from gain recognition under Internal Revenue Code § 367, and if so, the adequacy of any disclosure. The Services set forth herein do not include preparing or reviewing such GRAs and related disclosures. To the extent that you subsequently request us to provide such additional services, the mutually agreed Services and fees will be set forth in a Statement of Work.

The potential implications of proposed or recently enacted tax legislation are complex and interpretative guidance for aspects of the legislation may not be available. The Services set forth herein include basic consideration of the proposed or recently enacted tax legislation but do not include performing every analysis that may need to be undertaken during this engagement to address these changes. To the extent that you request or we identify additional items related to assessing the impact associated with the enactment of new tax laws and related reporting requirements, we will do so (a) pursuant to a separate engagement letter or Statement of Work, or (b) in accordance with the Recurring Tax Consulting Services provisions below, in either case based on mutually agreed Services and fees.

The Internal Revenue Service ("IRS") guidance addressing the taxation of virtual currency transactions provides that virtual currency (such as Bitcoin, Ether, etc.) is treated as property for federal tax purposes. Therefore, general tax principles that apply to property transactions must be applied to exchanges of virtual currencies, which include cryptocurrencies and non-crypto virtual currencies. Generally, U.S. taxpayers must report all sales, exchanges, and other dispositions of any virtual currency. An exchange of a virtual currency includes the use of the virtual currency to pay for or purchase goods, services, or other property, including another virtual currency such as



Lumileds Holding B.V.
May 6, 2022

exchanging Bitcoin for Ether. This obligation applies regardless of whether the account is held in the U.S. or abroad. You must report virtual currency transactions on your return, regardless of whether you received a payee statement for the transaction (such as a Form W-2, Form 1099, etc.) or not. To the extent that you engaged in any virtual currency transactions during the year, please provide the details to us for consideration in connection with the preparation of your tax return. If you received a reporting virtual currency transactions letter from the IRS or another tax authority, please provide us with a copy of that letter. We will contact you if we believe additional work needs to be conducted related to your virtual currency transactions and the related fees, if any, for such additional work.

(b) Subsequent Year's Tax Compliance Services

For tax compliance and related planning purposes, it is common to provide services for the subsequent tax year as mutually agreed. Such services relating to recurring and non-recurring tax work such as the preparation of year end estimates, estimated tax payments, allocations, extensions, compliance coordination and related tax consulting will be covered under the terms and conditions of this engagement letter with mutually agreed upon adjustments for fees.

(c) Recurring Tax Consulting Services

From time to time, Client may request PwC to provide services outside the scope of these tax return preparation services that may not be significant enough to require a separate engagement letter or Statement of Work. Subject to our acceptance, PwC will provide such services necessary to respond to matters presented to PwC by Client, or matters PwC brings to the attention of Client for which Client agrees PwC should provide assistance. The following illustrates the nature of the services intended to be covered by this engagement letter:

- We will provide advice, answers to questions on federal, state and local, and international tax matters, including research, discussions, preparation of memoranda, and attendance at meetings relating to such matters, as mutually determined to be necessary.
- We will provide advice and/or assistance with respect to matters involving the Internal Revenue Service ("IRS") or other tax authorities on an as-needed or as-requested basis.

These examples are not meant to limit the services we may provide to Client under the terms of this engagement letter. All services and deliverables provided hereunder are subject to your review and approval. We will keep you fully apprised of the nature of any services we are providing under this section. All related periodic billings (see discussion below) will describe the services rendered during the period.

(d) Other Tax Services

PwC may also perform other tax compliance and consulting services as agreed to with Client. Such services will be performed when one or more statements of work are issued under this engagement letter, a form of which is attached as Exhibit A ("Statement of Work"). Each Statement of Work will describe the Services to be performed, the expected schedule for performance, the amounts that Client will pay for those Services, and any other relevant information. This engagement letter does not obligate either party to enter into any Statements of Work. If there is a conflict between the terms contained in the main body of this engagement



Lumileds Holding B.V.
May 6, 2022

letter, any Exhibit and/or a Statement of Work, the following order of precedence shall apply: (i) the Statement of Work, (ii) the applicable Exhibit and then, (iii) the main body of this engagement letter.

FinCEN Form 114 (Report of Foreign Bank and Financial Accounts)

Federal law requires that certain individuals and entities report financial interests in, and signatory authority or certain other authority over, foreign financial accounts with more than \$10,000 in aggregate value in a calendar year on FinCEN Form 114, Report of Foreign Bank and Financial Accounts. This form is not filed with a tax return. Instead this form must be filed electronically with the U.S. Department of the Treasury through the Financial Crimes Enforcement Network's ("FinCEN's") BSA E-filing System by April 15 of the year following the calendar year in which aggregate amounts held in the foreign financial accounts meet the threshold. The definition of financial accounts is broadly defined and includes certain interests held indirectly. Failure to comply with these laws could result in significant civil and criminal penalties. Unless specifically listed on the Listing of Tax Returns to be Prepared, PwC will not prepare, file, or provide assistance with respect to the FinCEN Form 114.

Electronic Filing

The Internal Revenue Service and some states offer or require electronic filing for certain tax returns. As part of the services covered by this engagement letter, PwC will be the Electronic Return Originator ("ERO") with respect to the returns indicated on Exhibit I. Your designation of PwC as the ERO allows the taxing authorities to disclose to us the following: 1) any acknowledgement that return(s) have been accepted, 2) the reason(s) for any delay in processing a return or refund, and 3) information regarding any refund offset. If a particular return is ineligible or unable to be processed electronically after making reasonable efforts to do so pursuant to the procedures established by the appropriate tax authority, PwC will provide you with a paper return that must be filed in accordance with the terms noted in this engagement letter.

Use of PwC Technology

Certain internet based PwC Technology may be made available to you during our engagement as a convenience to support PwC's provision of Services to you. PwC Technology that may be provided to you include PwC's proprietary collaboration tools, software, databases, portals and platforms, all related documentation, as well as any modifications, derivatives or enhancements to them (collectively "PwC Technology"). Should you elect to use such PwC Technology, you understand that access to the PwC Technology is provided "as is" without any express or implied warranties. Client must inform Client's PwC team of the names of the Client personnel whom the Client authorizes to access and use the PwC Technology on Client's behalf (the "Client Users"). Client shall not give access to the PwC Technology to any third party, including, without limitation, to any third party consultants, contractors, or other persons who are not active employees of Client, without specific written authorization from PwC, PwC having been advised by Client that such persons are not active employees of Client. Any such third party expressly authorized by PwC in writing shall be deemed a "Client User" for purposes of this engagement letter. You will remain responsible for promptly notifying PwC of any changes to the list of Client Users who are authorized to access the PwC Technology, as well as the access rights relating to your information



Lumileds Holding B.V.
May 6, 2022

for each Client User. You shall remain responsible for all use and access of the PwC Technology by Client Users. Any access credentials issued by PwC are unique to each Client User and must not be shared, even between Client Users.

The information available to you on or through the PwC Technology during an engagement shall be information relating to the performance and delivery of the relevant Services and deliverables, and if applicable, information relating to the twelve (12) month period preceding such relevant Services and deliverables. PwC Technology is not designed or intended to form part of your permanent records, and you are responsible for making and separately maintaining copies of any records stored on the PwC Technology that may be needed by you.

PwC Technology and all materials related to it (including the underlying technology, user interface, algorithm, process, functionality etc.), are confidential and proprietary to PwC. As between the parties, PwC is and shall remain the sole owner of all rights, title and interests therein and thereto (but excluding any information or other content you place in the PwC Technology). You (and any permitted Client Users) may only use the PwC Technology to access, share and view certain information in connection with your receipt of Services, and other than the foregoing permission, no express or implied right or license is granted. Your access to the PwC Technology shall end at the conclusion of the applicable Services. You shall not (and shall not allow any Client User to) misappropriate or infringe any of PwC's rights in PwC Technology, or otherwise do anything that you are not expressly permitted to do under this engagement letter, or which would interfere with PwC's rights to such PwC Technology. PwC reserves the right, at its discretion, to change or discontinue the offerings, content, information, functionality and availability of the PwC Technology.

Ownership and Use

We are providing these Services and deliverables solely for your use and benefit and pursuant to a client relationship exclusively with you. We disclaim any contractual or other responsibility or duty of care to others based upon these Services or upon any deliverables or advice we provide.

You will own all tangible written material prepared for and delivered to you under this engagement letter, except as follows: we own our working papers, preexisting materials and any general skills, know-how, processes, or other intellectual property (including a non-client specific version of any deliverables) which we may have discovered or created as a result of the Services. You have a nonexclusive, non-transferable license to use such materials included in the deliverables for your own use as part of such deliverables.

Our advice is not binding upon any taxing authority or the courts and there is no assurance that any relevant taxing authority will not successfully assert a contrary position. Client may rely only on final written deliverables and not on oral advice, draft deliverables or other information provided by PwC. Upon Client's request, PwC will confirm oral advice in a final written deliverable on which Client may rely.

In addition to deliverables, we may develop software or electronic materials (including spreadsheets, documents, databases and other tools) to assist us with an engagement. If we make these available to you, they are provided "as is" and your use of these materials is at your own risk.



Lumileds Holding B.V.
May 6, 2022

Confidentiality

"Confidential Information" means non-public information that Client marks as "confidential" or "proprietary" or that otherwise should be understood by a reasonable person to be confidential in nature. All terms of this engagement letter, including but not limited to fee and expense structure, are considered Confidential Information. Confidential Information does not include any information which (i) is rightfully known to PwC prior to its disclosure; (ii) is released to any other person or entity (including governmental agencies) without restriction; (iii) is independently developed by PwC without use of or reliance on Confidential Information; or (iv) is or later becomes publicly available without violation of this engagement letter or may be lawfully obtained by PwC from a non-party. PwC will protect the confidentiality of Confidential Information that it receives, except as required by applicable law, statute, rule, regulation or professional standard. If disclosure is required by law, statute, rule or regulation (including any subpoena or other similar form of process), or by professional standards, PwC shall (other than in connection with routine supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement) provide the Client with prior prompt written notice thereof and, if practicable under the circumstances, allow the Client to seek a restraining order or other appropriate relief.

Prospective Financial Information

PwC may advise Client in connection with its consideration, preparation or accumulation of prospective financial statements or other forward-looking information, including forecasts or projections (collectively, "PFI"). Client is responsible for the information used to prepare PFI, any decisions, assumptions or projections relating to PFI or any outputs therefrom and their adequacy for Client's purposes. PwC also may perform sensitivity, vulnerability or "what if" simulations or analyses on PFI and any underlying assumptions, or make recommendations on assumptions included in Client's PFI. PwC's observations and any quantified sensitivities or vulnerabilities do not represent PwC's assurance, concurrence, conclusion or opinion on any PFI, nor PwC's advocacy, endorsement or promotion of any results therefrom; they are only an illustration of PwC's advice to Client regarding Client's evaluation or determination of PFI. It is Client's responsibility to make its own decisions regarding PFI. As events and circumstances frequently do not occur as expected, there may be material differences between PFI and actual results; PwC disclaims any responsibility and liability for PFI, or based on any differences between PFI and any actual results achieved.

Our Responsibilities

We will perform the Services in accordance with the Statements on Standards for Tax Services established by the American Institute of Certified Public Accountants. Accordingly, we will not provide an audit or attest opinion or other form of assurance, and we will not verify or audit any information provided to us.

Your Responsibilities

To facilitate our work, you will need to provide the following assistance:

- Any pertinent supporting documentation in relation to your 2021 income and deductions.



Lumileds Holding B.V.
May 6, 2022

You are responsible for all management functions and decisions relating to this engagement, including evaluating and accepting the adequacy of the scope of the Services in addressing your needs. You are also responsible for the results achieved from using any Services or deliverables, and it is your responsibility to establish and maintain your internal controls. You will designate a competent member of your management to oversee the Services.

We expect that you will provide timely, accurate and complete information and reasonable assistance, and we will perform the engagement on that basis.

Fees and Expenses

(a) 2021 Tax Compliance Services

Our fee is based primarily on the time required by our professionals to complete the engagement, along with several other factors. Amounts billed for Services performed by PwC or the PwC Subcontractors (defined below) shall be considered fees and not expenses and will be billed at rates determined by PwC based upon such factors as complexity, urgency, inherent risks, intellectual property, data integrity, the experience and skill required of the personnel needed to perform and review the Services, and other factors. Hourly rates may be revised from time to time, and the adjusted rates will be reflected in our billings.

2021 Tax Compliance Service Fee	\$209,500
PwC Investment Discount for 2021	<u>(\$25,000)</u>
Total	\$184,500

The service fee for Services relative to this project, as described in the Scope of Our Services section of this engagement letter, will be \$184,500. Our fee includes an investment discount of \$25,000. The list of returns included for the service fee can be found in Exhibit I. All PwC Subcontractor (defined below) fees are included in the agreed fee.

(b) Subsequent Year's Tax Compliance Services

Our fee is based on the time required by our professionals to complete the engagement. Amounts billed for services performed by PwC or the PwC Subcontractors (defined below) shall be considered fees and not expenses and will be billed at rates determined by PwC based upon experience, skill and other factors or as otherwise agreed by the parties. Hourly rates may be revised from time to time, and the adjusted rates will be reflected in billings.

(c) Recurring Tax Consulting Services

Our fee is based on the time required by our professionals to complete the engagement. Amounts billed for services performed by PwC or the PwC Subcontractors (defined below) shall be considered fees and not expenses and will be billed at rates determined by PwC based upon experience, skill and other factors or as otherwise agreed by the parties. Hourly rates may be revised from time to time, and the adjusted rates will be reflected in billings.

(d) Other Tax Services

Each Statement of Work shall set forth the fees for the Services covered by the Statement of Work.



Lumileds Holding B.V.
May 6, 2022

We also will bill Client for our reasonable out-of-pocket expenses, any applicable sales, use, excise, or value added tax, and PwC's internal per ticket charges for booking travel.

The amount of our fee is based on the assumption that we will receive the information and assistance as detailed throughout this engagement letter. In the event we believe an additional fee is required as the result of the failure of Client to meet any of these requests or for any other reason, we will inform you promptly.

Payment Schedule

Payments for the Service Fee are due in accordance with the following schedule of payments:

Upon signing of engagement letter	\$92,250
Upon signing of the tax returns	<u>\$92,250</u>
Total	\$184,500

For additional work, each additional return or disclosure required, or out-of-scope services our standard practice is to render our invoices on a monthly basis. Payment of our invoices is due on presentation and expected to be received within 30 days of the invoice date.

Termination and Dispute Resolution

This engagement letter has a term of one year; provided, however, that any Services commenced hereunder prior to the end of such term shall continue to remain fully subject to the terms of this engagement letter, notwithstanding that such Services may not be completed until after the end of such term. Either party may terminate the Services by giving notice to that effect. In the event of any such termination, the total fees due from Client to PwC shall be based on the time spent by PwC professionals on the Services through the date of termination, billed at our normal hourly rates, except as otherwise provided in this engagement letter or, if applicable, the relevant Statement of Work. Unless otherwise agreed by the parties, any Statement(s) of Work executed prior to the effective date of such termination or expiration of this engagement letter shall remain in full force and effect in accordance with its terms, including the terms and conditions of this engagement letter, which are incorporated therein by reference. Any provisions of this engagement letter which expressly or by implication are intended to survive its termination or expiration will survive and continue to bind the parties.

Any unresolved dispute relating in any way to the Services or this engagement letter shall be resolved by arbitration. The arbitration will be conducted in accordance with the Rules for Non-Administered Arbitration of the International Institute for Conflict Prevention and Resolution ("Rules") then in effect. The arbitration will be conducted before a panel of three arbitrators selected using the screened process provided in the Rules. The arbitration panel, and not any federal, state or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this engagement letter. The arbitration panel shall have no power to award non-monetary or equitable relief of any sort. It shall also have no power to award damages inconsistent with the Limitations on Liability provisions below or any other terms in this engagement letter. Judgment on any arbitration award may be entered in any court having jurisdiction. All aspects of the arbitration shall be treated as confidential. You accept and acknowledge that any demand for arbitration arising from or in connection with the Services must be issued within one year from the date you became



Lumileds Holding B.V.
May 6, 2022

aware or should reasonably have become aware of the facts that give rise to our alleged liability and, in any event, no later than two years after the cause of action accrued.

This engagement letter and any dispute relating to the Services will be governed by and construed, interpreted and enforced in accordance with the laws of the State of New York, without giving effect to any provisions relating to conflict of laws that would require the laws of another jurisdiction to apply.

Limitations on Liability

Except to the extent finally determined to have resulted from our gross negligence or intentional misconduct, our aggregate liability for all claims, losses, liabilities or damages in connection with this engagement letter or the Services, whether as a result of breach of contract, tort (including negligence) or otherwise, regardless of the theory of liability asserted, is limited to no more than the total amount of annual fees paid to us for the particular Service giving rise to the liability under this engagement letter or, if applicable, the relevant Statement of Work. In addition, we will not be liable in any event for lost profits, consequential, indirect, punitive, exemplary or special damages. Also, we shall have no liability arising from or relating to any third party hardware, software, information or materials selected or supplied by you.

Indemnification

You agree to indemnify and hold PwC and the Beneficiaries (defined below) harmless from and against any and all third party claims, losses, liabilities and damages arising from or relating to the Services or deliverables under this engagement letter, except to the extent finally determined to have resulted from PwC's gross negligence or intentional misconduct relating to such Services and/or deliverables.

Other PricewaterhouseCoopers Firms and Subcontractors

PwC is the U.S. firm of the global network of separate and independent PricewaterhouseCoopers firms (exclusive of PwC, the "Other PwC Firms"). PwC may draw on the resources of and/or subcontract to its subsidiaries and affiliates, the Other PwC Firms and/or third party contractors and subcontractors, in each case within or outside of the United States (each, a "PwC Subcontractor") in connection with the provision of Services and/or for internal, administrative and/or regulatory compliance purposes. Client agrees that PwC may provide information PwC receives in connection with this engagement letter to the PwC Subcontractors for such purposes. PwC will be solely responsible for the provision of the Services (including those performed by the PwC Subcontractors) and for the protection of the information provided to the PwC Subcontractors. The PwC Subcontractors and theirs and PwC's respective partners, principals, members and employees (collectively, the "Beneficiaries") shall have no liability or obligations arising out of this engagement letter. Client agrees to: (a) bring any claim or other legal proceeding of any nature arising from the Services against PwC and not against the Beneficiaries; and (b) ensure or procure that the Subsidiaries do not assert any such claim or other legal proceeding against PwC or the Beneficiaries. If any of the Subsidiaries receive Services under this engagement letter, Client agrees to provide a copy of this engagement letter to such Subsidiaries, and Client will notify them that although the Beneficiaries may interact with them, the delivery of the Services is governed by the terms of this engagement letter (including the liability limitations



Lumileds Holding B.V.
May 6, 2022

herein), and Client's Subsidiaries should notify Client of any disputes or potential claims arising from the Services. PwC disclaims any contractual or other responsibility or duty of care to any other subsidiaries or affiliates. While PwC is entering into this engagement letter on its own behalf, this section also is intended for the benefit of the Beneficiaries.

Consents to Disclose and Use Client Information

Notwithstanding anything to the contrary in this engagement letter, Client agrees that PwC may disclose Client's current and/or prior years' tax return information to PwC Subcontractors within or outside the United States for the purposes described above. Client authorizes PwC to participate in discussions with and to disclose your information, including your tax return information, to your agents, representatives, administrators or professional advisors (including accountants, attorneys, financial and other professional advisors), their respective officers, directors or employees, and other parties as you may direct.

Notwithstanding any other provision of this engagement letter, PwC and the Other PwC Firms may use Confidential Information received hereunder, including tax return information, to develop, enhance, modify and improve technologies, tools, methodologies, services and offerings, and/or for development or performance of data analysis or other insight generation. Information developed in connection with these purposes may be used or disclosed to you or current or prospective clients to provide them services or offerings. PwC and the Other PwC Firms will not use or disclose the Confidential Information in a way that would permit Client to be identified by third parties without Client's consent.

With respect to tax return information, Client may request in writing a more limited use and disclosure than the foregoing. The foregoing consents are valid until further notice by Client.

Disclosure and Use of Pass-Through Tax Information

Client agrees that, if PwC is engaged to prepare tax filings for an owner of Client, PwC may disclose and use the respective owner's tax information (e.g., Schedule K-1) to facilitate the preparation of that owner's tax filings. Notwithstanding the foregoing, Client will remain responsible for distributing tax information to its owners.

If Client is an owner in an entity whose tax returns have been prepared by PwC, Client agrees that PwC may obtain and use tax information from that entity (e.g., Schedule K-1) to facilitate our preparation of your tax returns. Notwithstanding the foregoing, Client will remain responsible for providing all information necessary for preparation of Client's tax return.

The foregoing consents are valid until further notice by Client. Client may request in writing a more limited disclosure than the foregoing.

Regulatory Matters

Notwithstanding anything to the contrary in this engagement letter, you have no obligation of confidentiality with respect to any portion of any materials, advice or deliverables to the extent they concern the tax structure or tax treatment of any transaction. If Client makes a disclosure pursuant to this paragraph, Client will only disclose information directly related to the tax structure or tax treatment of the transaction and Client will (a) provide PwC with the name of the



Lumileds Holding B.V.
May 6, 2022

person to whom the disclosure was made and a description of the information and materials disclosed; (b) notify such person that they may not rely upon such information and that PwC has no obligation, duty, liability or responsibility to such person; and (c) use commercially reasonable efforts to obtain an executed third party access letter from such person, as determined by PwC, other than Client's professional advisors. For purposes of this paragraph, professional advisors do not include any advisors that are providing or may provide insurance, financing, capital in any form, a fairness opinion, or selling or underwriting securities, or who may obtain a financial interest in Client in connection with any advice related to the Services.

Reportable Transaction Disclosures and Listing Requirements

Certain federal and state regulations require taxpayers to disclose their participation in certain reportable transactions to the taxing authorities. Client shall advise PwC if Client determines that any matter covered by this engagement letter is a reportable transaction that is required to be disclosed. Upon your request, we will provide a Reportable Transaction Compliance checklist to assist you. PwC time spent preparing or reviewing Form(s) 8886 is outside the scope of this engagement letter and may be performed as mutually agreed with you.

Certain federal and state regulations also require PwC to submit information returns and maintain lists of certain client engagements if PwC is a material advisor to clients that have participated in a reportable transaction. Therefore, if PwC determines, after consultation with Client, that Client has participated in a transaction causing PwC to have a registration and/or list maintenance obligation, PwC will place Client's name and other required information on a list. PwC will contact Client if PwC is required to provide Client's name to the U.S. Internal Revenue Service or any state in connection with any matter under this engagement letter.

Certain laws and/or regulations, including those adopted because of the European Union Council Directive (EU) 2018/822 of May 25, 2018, amending Directive 2011/16/EU, require advisors or taxpayers to disclose certain transactions to a tax authority. These laws may require disclosure of certain transactions by PwC or by Other PwC Firms. The parties shall cooperate with each other to allow the filing of such disclosures. If PwC reasonably believes it is required to make such disclosure, PwC will make the disclosure, or where applicable, coordinate with Other PwC Firms, if disclosure is required by Other PwC Firms. Where PwC or Other PwC Firms are required to make such a disclosure, where practicable, PwC will share that disclosure with Client before it is filed.

PCAOB Rule 3522

By requesting that PwC perform Services, Client confirms that no other advisor providing advice or assistance with respect to the subject matter of this engagement letter has imposed any conditions of confidentiality, as defined by Public Company Accounting Oversight Board ("PCAOB") Rule 3522. In addition, Client agrees that if, after PwC begins performing Services under this engagement letter, any other advisor imposes conditions of confidentiality with respect thereto, Client will notify PwC promptly so that PwC can cease work in order to avoid any impairment to independence under PCAOB Rule 3522.



Lumileds Holding B.V.
May 6, 2022

Other Matters

No party to this engagement letter may assign or transfer this engagement letter, or any rights, obligations, claims or proceeds from claims arising under it, without the prior written consent of the other party, and any assignment without such consent shall be void and invalid. If any provision of this engagement letter is found to be unenforceable, the remainder of this engagement letter shall be enforced to the extent permitted by law.

This engagement letter, or where applicable, any Statement of Work, is not effective, and the parties understand and agree that PwC is not engaged pursuant to this engagement letter or the applicable Statement of Work, unless and until Client's audit committee (if required) and the responsible PwC audit partner have approved the Services described in this engagement letter or where applicable, the Statement of Work.

Neither party shall be liable to the other for any delay or failure to perform any of the Services or obligations in this engagement letter due to causes beyond its reasonable control. If PwC is requested or authorized by Client or required by government regulation, regulatory agency, subpoena, or other legal process to produce PwC's deliverables, working papers or personnel for testimony or interview with respect to services PwC performed for Client, Client will reimburse PwC for PwC's and its counsels' expenses and professional time incurred in responding to such a request.

You agree we may use your name in experience citations and recruiting materials. This engagement letter supersedes any prior understandings, proposals or agreements with respect to the Services, and any changes must be agreed to in writing.

PwC is owned by professionals who hold CPA licenses as well as by professionals who are not licensed CPAs. Depending on the nature of the Services, non-CPA owners may be involved in providing Services under this engagement letter.

The provisions of the Data Protection Exhibit hereto shall apply to the extent that PwC processes Client Personal Information (as that term is defined in the Data Protection Exhibit) in connection with its performance of Services hereunder.

* * * * *

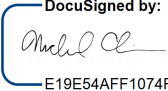


Lumileds Holding B.V.
May 6, 2022

We are pleased to have the opportunity to provide services to you. If you have any questions about this engagement letter, please discuss them with Paul Horsell at (503) 997-0903 or paul.l.horsell@pwc.com. If you have reviewed this engagement letter in its entirety and the Services and terms outlined in the engagement letter are acceptable to you, please sign and date the engagement letter as provided and return it to the undersigned as requested.

Very truly yours,

PricewaterhouseCoopers LLP

By: 
E19E54AFF1074FB...

Michael Chinn, Partner
(408) 569-1393

Attachments:

Data Protection Exhibit

Exhibit I - Listing of Returns to be Prepared

Exhibit A - Sample Statement of Work



Lumileds Holding B.V.
May 5, 2022

ACKNOWLEDGED AND AGREED:

Lumileds Holding B.V., on behalf of itself and its Subsidiaries

Signature of Client official:

DocuSigned by:
Mr. Ronald Dietz
AFA39147947241D...

Name:

Mr. Ronald Dietz

Date:

5/10/2022



Lumileds Holding B.V.
May 6, 2022

DATA PROTECTION EXHIBIT

This Data Protection Exhibit (this "**Exhibit**") is made a part of the engagement letter (the "**Engagement Letter**") or the Statement of Work, as applicable, to which it is attached, by and between PricewaterhouseCoopers LLP ("**PwC**") and Lumileds Holding B.V. ("**Client**") dated April 26, 2022, as amended, supplemented or otherwise modified by PwC and Client from time to time (the Engagement Letter, together with the Statement of Work, if applicable, the "**Agreement**"). Capitalized terms used in this Exhibit but not defined herein will have the meanings assigned to such terms in the Agreement. If there is a conflict or inconsistency between the terms contained in the Engagement Letter, this Exhibit, the SCCs (as defined below) (to the extent the SCCs are effective between the parties), and/or the Statement of Work (if any), the following order of precedence shall apply: (i) the SCCs (to the extent applicable); (ii) the Statement of Work (if any); (iii) this Exhibit; and then (iv) the Engagement Letter. This Exhibit sets forth the confidentiality and security requirements for Client Personal Information (as defined below).

1. For purposes of this Exhibit, (i) the term "**process**" shall mean any operation or set of operations which is performed upon Client Personal Information, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure, or destruction; and (ii) the term "**Services**" shall have the meaning set forth in the Agreement or, if the Agreement does not define "Services", shall mean the services to be performed by PwC as set forth in and pursuant to the Agreement.
2. "**Client Personal Information**" shall mean information that relates to an identified or identifiable household or living individual that is provided by or on behalf of Client to PwC in connection with PwC's performance of Services pursuant to the Agreement. The categories of data subjects and types of Client Personal Information anticipated to be provided to PwC in connection with the performance of Services are set forth on the attached Schedule A, provided that, in the event the parties execute a Statement of Work pursuant to the Engagement Letter, such Statement of Work shall set forth the categories of data subjects and types of Client Personal Information to be provided to PwC in connection with its performance of Services thereunder. Client shall not provide PwC with Client Personal Information except as agreed by the parties and set forth in Schedule A or the applicable Statement of Work (if any). For the avoidance of doubt, Client Personal Information shall not include any information that has been anonymized such that the data no longer relates to an identified or identifiable household or living individual.
3. PwC and Client shall process Client Personal Information in accordance with applicable data protection laws, rules, and regulations, including without limitation and in each case to the extent applicable, the General Data Protection Regulation (EU) 2016/679 (the "**GDPR**"), the California Consumer Privacy Act of 2018 (the "**CCPA**"), the California Privacy Rights Act of 2020 (the "**CPRA**"), and similar state laws (collectively, "**Applicable Data Protection Laws**") and PwC shall process Client Personal Information only in accordance with Client's documented instructions as established in



Lumileds Holding B.V.
May 6, 2022

or provided in accordance with this Exhibit (including, without limitation, Schedule A) and/or the Agreement.

4. For purposes of this Exhibit, "**SCCs**" means the Standard Contractual Clauses set out in Commission Implementing Decision (EU) 2021/914 of 4 June 2021, with Module One (Transfer controller to controller), Module Two (Transfer controller to processor), and/or Module Three (Transfer processor to processor) selected, as the context requires, including their annexes. At all times during the term of the Agreement, Client (as data exporter) and PwC (as data importer) shall comply with the SCCs with respect to Client Personal Information relating to EEA, Swiss, and/or UK data subjects (collectively, "**Client EEA Personal Information**") provided in accordance with Schedule A and/or the applicable Statement of Work (if any), which SCCs are hereby incorporated into and subject to the terms of the Agreement. To the extent SCC Module(s) Two and/or Three apply(ies), the parties hereby agree that PwC may engage PwC Sub-Processors (as defined below) in accordance with Option 2 of SCC Clause 9(a), as described in Section 9 of this Exhibit. Annex I to the SCCs is deemed to be prepopulated as set forth in Schedule A. Annex II to the SCCs is deemed to be prepopulated with the technical and organizational measures described in this Exhibit and at <https://www.pwc.com/us/en/site/assets/pwc-isp-security-statement.pdf>. The SCCs shall be governed by the laws of the EU Member State in which Client is established or the laws of Malta, as applicable. Notwithstanding anything in the SCCs or the Agreement to the contrary, the parties acknowledge and agree that, to the extent permitted by applicable law and excluding individual data subject claims brought under SCC Clause 12: (i) any claims or proceedings against PwC arising from or in any way related to the SCCs shall be brought solely by Client in accordance with and subject to the Agreement; and (ii) any claims arising from or in any way related to the SCCs shall be subject to any limitation of liability, dispute resolution requirements, and other limitations set forth in the Agreement. PwC and Client hereby acknowledge and agree that each party's signature to the Agreement shall constitute such party's signature to the SCCs, as required by Applicable Data Protection Laws and to the extent the SCCs apply.
5. The parties acknowledge and agree that PwC is acting as a service provider (as such term is defined by the CCPA) to Client in connection with PwC's performance of Services pursuant to the Agreement. PwC acknowledges and confirms that it does not provide Client with any monetary or other valuable consideration in exchange for Client Personal Information and certifies that it understands and will comply with the restrictions set forth in this Section 5. Except as required by applicable law, regulation, or professional standard, PwC will not collect, access, use, disclose, process, or retain Client Personal Information for any purpose other than the purpose of performing the Services or another business purpose permitted by 11 CCR § 999.314(c), this Exhibit, or the Agreement. In particular, PwC shall not sell (as defined by Applicable Data Protection Laws, including without limitation and to the extent applicable, the CCPA) or share (as defined by the CPRA) any Client Personal Information. PwC will, to the extent legally permissible, notify Client if PwC receives a request from a data subject of Client Personal Information seeking to exercise such data subject's rights under Applicable Data Protection Laws ("**Data Subject Access Request**"), and will, on Client's reasonable



Lumileds Holding B.V.
May 6, 2022

request, provide reasonable assistance in connection with Client's response to such Data Subject Access Request.

6. Client shall provide PwC with prior written notice if it intends to provide PwC with access to "**Protected Health Information**" as defined in the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations. If PwC agrees to process such Protected Health Information, then Client shall not provide Protected Health Information and PwC shall not commence such processing unless and until a Business Associate Agreement, in a form acceptable to both parties, has been executed and is effective between the parties.
7. The parties acknowledge that PwC does not maintain compliance with the Payment Card Industry Data Security Standard ("**PCI DSS**"), and Client therefore agrees that it will not provide PwC, directly or indirectly, with access to any payment card information, including without limitation any information relating to a payment card transaction except to the extent such access: (i) is expressly agreed upon in the Agreement; and (ii) occurs solely at a Client facility utilizing Client computing devices.
8. PwC shall ensure that persons authorized by PwC to process Client Personal Information have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality. Without limiting the foregoing, except as otherwise permitted under this Exhibit or the Agreement, PwC shall limit access to Client Personal Information to the Beneficiaries who require such access in order to perform the Services or to comply with applicable law or professional standards. PwC shall be solely responsible for all Client Personal Information provided to the Beneficiaries. For purposes of this Exhibit, the term "**Beneficiaries**" shall have the meaning set forth in the Agreement or, if the Agreement does not define "Beneficiaries", shall mean the PwC Subcontractors and the partners, principals, members, and employees of PwC and the PwC Subcontractors.
9. For purposes of this Exhibit, "**PwC Sub-Processor**" means a PwC Subcontractor engaged to process Client Personal Information on behalf of Client in connection with such PwC Subcontractor's performance of Services. Client hereby grants PwC general written authorization to engage the PwC Sub-Processors set forth in Schedule A. PwC shall inform Client of: (i) any changes concerning the addition or replacement of Other PwC Firms by updating the hyperlink set forth in Schedule A, and (ii) to the extent the SCCs apply, any intended changes to the list of PwC Sub-Processors (other than Other PwC Firms) set forth in Schedule A in writing at least two (2) business days in advance. If Client notifies PwC in writing of any objections to such changes, PwC shall work with Client in good faith to find a commercially reasonable, mutually agreeable resolution to such objection. Without limiting the foregoing, Client also agrees that PwC may provide information PwC receives in connection with the Agreement, including without limitation Client Personal Information, to: its subsidiaries and affiliates; the Other PwC Firms, including those listed at the hyperlink set forth in Schedule A; and other PwC Subcontractors for internal, administrative, and/or regulatory compliance purposes as permitted under the Agreement. For a list of the primary PwC Subcontractors who provide back-office and administrative support to PwC, please visit



Lumileds Holding B.V.
May 6, 2022

- <https://www.pwc.com/us/en/site/privacy.html>. PwC shall require the PwC Subcontractors, including without limitation the PwC Sub-Processors, who are provided access to, or otherwise come into contact with, Client Personal Information to protect all such Client Personal Information according to terms substantively similar to the terms of this Exhibit. PwC will be solely responsible for the protection of any Client Personal Information provided to the PwC Subcontractors, including without limitation the PwC Sub-Processors, and for compliance with this Exhibit.
10. PwC will implement and maintain the security controls set forth at <https://www.pwc.com/us/en/site/assets/pwc-isp-security-statement.pdf>, which are designed to comply with Applicable Data Protection Laws and protect against the unauthorized or unlawful processing, accidental loss, destruction, or damage of information such as Client Personal Information. Client acknowledges that PwC may change the security controls through the adoption of new or enhanced security technologies, provided that such changes do not diminish the level of security of Client Personal Information in PwC's possession, custody, or control, and Client authorizes PwC to make such changes.
 11. PwC shall make available to Client all information necessary to demonstrate PwC's compliance with the obligations laid down in this Exhibit and allow for and contribute to audits, including inspections, conducted by Client or another auditor mandated by Client that is not a PwC competitor. For the avoidance of doubt, the audits and inspections described in the preceding sentence shall be conducted solely as follows: on Client's written request, not more than once annually or if there are indications of non-compliance, in each case during the term of the Agreement, PwC will: (i) accurately complete a written security and privacy assessment questionnaire related to the Services, provided that doing so does not violate applicable law or PwC's confidentiality obligations, meet with Client to discuss the results of the assessment and answer questions regarding PwC's information security program, and reasonably treat any noted assessment deficiencies based upon risk severity; and/or (ii) provide PwC's then-current SOC3 audit report for its U.S. data center around AICPA trust principles of security and availability. To the extent SCC Module(s) Two and/or Three apply(ies), the parties hereby acknowledge and agree that such audits and inspections shall satisfy the audit-related requirements set forth in SCC Clause 8.9.
 12. Client represents that it shall comply with Applicable Data Protection Laws and acknowledges and agrees that, as between the parties, Client is responsible for providing any required notices to, and/or obtaining any required consents or authorizations from, data subjects of the Client Personal Information and/or regulatory authorities, as applicable, in connection with Client Personal Information.
 13. PwC will notify Client without undue delay upon learning of any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to Client Personal Information in its possession that is in breach of this Exhibit (a "**Security Incident**"). PwC shall take reasonable steps to mitigate the effects of, and to minimize any damage resulting from, such Security Incident. At Client's reasonable request and subject to applicable law and PwC's confidentiality obligations, PwC agrees to meet with Client to



Lumileds Holding B.V.
May 6, 2022

discuss, as applicable and available at the time, the procedures that were followed during the investigation of any Security Incident, the chain of custody information, the forensic analysis of event logs used to determine the root cause, any restoration of data that may be required, and the remedial/corrective actions to be taken to prevent the Security Incident from occurring again.

14. On Client's written request at termination or expiration of the Agreement, PwC shall, where feasible, promptly and securely destroy and confirm such destruction of all Client Personal Information in its possession or control (including, without limitation, all electronic copies such as on hard drives, backup tapes, portable devices, optical, magnetic, or other storage media, as well as all hard copies) or, at the request and cost of Client, return such Client Personal Information in its possession or control, delete existing copies thereof, and confirm such destruction. Notwithstanding the foregoing, PwC shall be permitted to retain copies of Client Personal Information consistent with its document retention policies or as required by applicable law, regulation, or professional standards. Any Client Personal Information so kept shall be maintained in accordance with PwC's obligations under this Exhibit and only processed to the extent and for as long as required for such purposes. To the extent the SCCs apply, the parties hereby acknowledge and agree that compliance with this Section 14 shall satisfy SCC Module One Clause 8.4, SCC Module(s) Two and/or Three Clause 8.5, and/or SCC Clause 16(d), as applicable.

Schedule A – Data Protection Exhibit

1. LIST OF PARTIES

- a. Client (as defined in this Exhibit) shall, to the extent the SCCs apply, act as data exporter
 - i. Client address, contact person: As set forth in the Agreement
 - ii. Activities: Procurement of Services pursuant to the Agreement
 - iii. Role (controller/processor): Controller or processor, as the context requires
- b. PwC (as defined in this Exhibit) shall, to the extent the SCCs apply, act as data importer
 - i. PwC address, contact person: As set forth in the Agreement
 - ii. Activities: Performance of Services pursuant to the Agreement
 - iii. Role (controller/processor): Controller or processor, as the context requires

2. DESCRIPTION OF TRANSFER

- a. Categories of data subjects (e.g., current and/or former employees of Client) whose Client Personal Information is provided to PwC in connection with its performance of the Services:
 - Employees of this client



Lumileds Holding B.V.
May 6, 2022

- Individuals who do business with our clients (e.g., individual customers or contractors of this client)
 - Other (e.g., the public, individuals not in groups above)
- b. Categories of Client Personal Information (e.g., Social Security Numbers, dates of birth, or home addresses) provided to PwC in connection with its performance of the Services:
- Protected Health Information (PHI) as defined under HIPAA, or other health/medical related information (e.g., medical records including photos/disability status, individual's medical treatment, etc.)
 - Personal financial information (e.g., bank accounts, credit cards, investment accounts, credit check/score, etc.)
 - Government issued ID numbers (SSN, Passport, driver's license, national health ID, tax ID)
 - Electronic identifiers (identifiers such as IP address, laptop ID number, mobile advertising ID)
 - Alternate Identifier (non-sensitive identifiers used to identify parties e.g., employee ID number, customer number, GUID, etc.)
 - Activity logs (detailed activity logs for persons, including phone logs, CCTV, premises entry/exit, location history, online browsing history, purchasing or consuming histories or tendencies, data collected by cookies, etc.)
 - Details of race, ethnic origin, nationality or citizenship
 - Political opinions
 - Religious or philosophical beliefs
 - Trade Union status
 - Genetic or biometric data
 - Sex life/sexual orientation
 - Criminal records, allegations of Criminal offense or legal investigations
 - Type of a person's relationship with others (e.g., the contact is a family member, an emergency contact, a contact at a client, a potential client lead)
 - Multimedia (media documents that record information on persons, such as photos, videos, voice, etc.)
 - Large sets of payroll records (e.g., payroll file for a department or business unit) or smaller sets of payroll records that contain SSNs or bank account information



Lumileds Holding B.V.
May 6, 2022

- Payroll records that do not include SSNs or bank account information for an individual or a small sample of individuals. This does not contemplate HR/Payroll master file data of entire departments.
 - Resume (a bio that depicts a persons work experience and education background)
 - Business contact information commonly referred to as "business card data" such as name, title, email, office address and office phone number (excluding data collected for the purpose of corresponding with clients, suppliers or JBR partners during the course of a project)
 - Geolocation data (precise geographic location of an individual or device)
 - Inferences drawn from other personal data to create a profile about an individual
 - Other general personal information such as age, gender, date of birth, and home address
 - Other type of personal data
 - Any of the personal data categories listed above relating to individuals residing in the European Economic Area (EEA), the UK, or Switzerland
 - Any personal data selected above that will also be for over 10,000 individuals
- c. Sensitive data transferred (if applicable): None, except to the extent expressly agreed by the parties in this Schedule A or the applicable Statement of Work (if any). For this purpose, "sensitive data" means Client Personal Information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions or offences.
- d. Frequency of the transfer (e.g., whether the Client Personal Information is transferred on a one-off or continuous basis): As needed to facilitate performance of the Services in accordance with the Agreement.
- e. Nature and purpose(s) of the processing:
- i. When PwC processes Client Personal Information as a controller, PwC shall do so for the purposes of: (i) providing the Services; (ii) administering, managing, and developing PwC's business and services; (iii) security, quality, and risk management activities; (iv) providing Client with information about PwC and its range of services; and/or (v) complying with any applicable requirement of law, regulation, or professional standards.
 - ii. When PwC processes Client Personal Information as a processor, PwC shall do so in accordance with PwC's obligations under Article 28 of the GDPR as set forth in this Exhibit and the SCCs (to the extent applicable), and solely for the purposes permitted under this Exhibit and/or the Agreement, including to



Lumileds Holding B.V.
May 6, 2022

perform the Services and as required by applicable law, regulation, or professional standards.

- f. Period for which the Client Personal Information will be retained: Until such Client Personal Information is returned or destroyed in accordance with and subject to the terms of this Exhibit.
- g. PwC may engage the following PwC Sub-Processors in accordance with the terms of this Exhibit and the Agreement:
 - i. PwC's subsidiaries and affiliates and the Other PwC Firms, including those listed at <https://www.pwc.com/gx/en/about/office-locations.html>.
 - ii. Independent contractors who are natural persons acting under PwC's supervision.
 - iii. Additional PwC Subcontractors engaged to perform Services as permitted under the Agreement.

3. COMPETENT SUPERVISORY AUTHORITY

- a. To the extent the SCCs apply, the competent supervisory authority shall be determined in accordance with SCC Clause 13(a).



Lumileds Holding B.V.
May 6, 2022

Exhibit I - Lumileds Holding B.V.
Particular Services to be Provided
Listing of Returns to be Prepared

Entity Name	Jurisdiction	Return Form
Lumileds USA (Holding) Corp	Federal	1120
Lumileds USA (Holding) Corp	Federal	8990
Lumileds USA (Holding) Corp	Federal	8991
Lumileds USA (Holding) Corp	Alabama	AL 20C
Lumileds LLC	Alabama	AL PPT
Lumileds USA (Holding) Corp	California	100
Lumileds LLC	California	568
Lumileds USA (Holding) Corp	Connecticut	CT-1120
Lumileds USA (Holding) Corp	Georgia	600



Lumileds Holding B.V.
May 6, 2022

LLumileds USA (Holding) Corp	Illinois	IL-1120
Lumileds USA (Holding) Corp	Massachusetts	355
Lumileds USA (Holding) Corp	Michigan	4891
Lumileds USA (Holding) Corp	New Hampshire	BET
Lumileds USA (Holding) Corp	New Jersey	CBT-100
Lumileds USA (Holding) Corp	North Carolina	CD-405
Lumileds USA (Holding) Corp	Rhode Island	I-1120C
Lumileds USA (Holding) Corp	Texas	05-158/05-102
Lumileds USA (Holding) Corp	Tennessee	FAE 170
Lumileds Capital B.V.	Federal	1120-F
Lumileds Holding B.V.	Federal	5472*
Lumileds Capital B.V.	Federal	5472*
Lumileds (Shanghai) Management Co. Ltd	Federal	5472*



Lumileds Holding B.V.
May 6, 2022

Lumileds German GmbH	Federal	5472*
Lumileds Hong Kong Ltd	Federal	5472*
Lumileds India Private Ltd	Federal	5472*
Lumileds Japan GK	Federal	5472*
Lumileds Korea Ltd	Federal	5472*
Lumileds Malaysia Sdn. Bhd.	Federal	5472*
Lumileds Singapore Pte. Ltd	Federal	5472*
Lumileds Taiwan Ltd	Federal	5472*
Lumileds Italy Srl	Federal	5472*
Lumileds Netherlands B.V.	Federal	5472*
Altilon de Mexico	Federal	5472*
Lumileds Commercial Canada Inc	Federal	5472*
Lumileds Iluminacao Brasil Ltda	Federal	5472*



Lumileds Holding B.V.
May 6, 2022

Lumileds Poland S.A.	Federal	5472*
Lumileds (Thailand) Co., Ltd.	Federal	5472*
Lumileds (Jiaxing) Technology Co., Ltd.	Federal	5472*
Lumileds (Shanghai) Technology Co., Ltd.	Federal	5472*

Legend:

Entity Name - Legal name of each filing entity (i.e., name of corporation, trust, private foundation, etc.)

Jurisdiction - Name of federal, state, city, or other taxing jurisdiction

Return Form - The form that the return will be filed on (e.g., Form 1120, Form 1041, Form 990-PF).

Paper or Electronic Filing - Indicate if PwC will be the ERO with respect to the particular form.

Foreign Entity Forms - For each filing entity list the number (or name) of foreign entity forms covered by the scope of the engagement and the number of each that will be attached. You may also list separately the name of the entity and the form associated with the entity. Engagement teams may also wish to break out this listing by affiliates in the case of consolidated returns. This column title may be modified and used to identify other attachments, schedules, or elections as agreed upon with the client. For the Foreign Entity Forms column, the team can put "N/A" if it is not applicable.

Return Type - Type or return and/or report (Income, franchise, net worth, annual report, business)

Filing Method - Type of filing (separate, combined, consolidated, unitary). Details should be provided when the group filing the return differs from the federal return. (i.e., federal structure less subsidiary C).

If the filing period for the return differs from the federal return, a "Filing Period" column should be added.



Lumileds Holding B.V.
May 6, 2022

EXHIBIT A

SAMPLE FORM OF STATEMENT OF WORK

This Statement of Work ("SOW") dated [date] is governed by and subject to the provisions of the engagement letter dated April 28, 2022 (the "Engagement Letter"), the terms of which are incorporated herein, between Lumileds Holding B.V. ("you" or "Client") and PricewaterhouseCoopers LLP ("we" or "us" or "PwC"). The term "Client" in the Engagement Letter shall include the entity(ies) signing this SOW. Any terms used in this SOW and not otherwise defined will have the same meaning as in the Engagement Letter. If there is a conflict between the Engagement Letter and the SOW, this SOW shall prevail. This SOW is not effective, and the parties understand and agree that PwC is not engaged pursuant to this SOW, unless and until Client's audit committee (if required) and the responsible PwC audit partner have approved the Services described in this SOW.

I. PURPOSE AND SCOPE

This SOW covers [describe project generally]. This SOW sets forth the objectives, deliverables, timing, staffing and fees for this project/effort.

II. PARTIES' RESPONSIBILITIES

2.1 Services to be provided by PwC:

2.2 Additional provisions applicable to the Services:

2.3 Deliverables:

2.4 Client's Responsibilities:

2.5 Timing:

The timing of the Services is as follows:

Project Start Date:

Estimated Project
Completion Date:

III. RESOURCES ASSIGNED

The PwC personnel assigned to provide Services and deliverables under this SOW are as follows:

IV. FEES, EXPENSES AND PAYMENT

4.1 Professional Fees and Expenses:



Lumileds Holding B.V.
May 6, 2022

4.2 Payment Terms:

Each of the parties has caused this SOW to be executed on its behalf by its duly authorized representative as of the date first above written.

PricewaterhouseCoopers LLP

**Lumileds Holding B.V., on behalf of
itself and its Subsidiaries**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT D

SECTION 263A SERVICES SOW

DocuSign Envelope ID: 6D0C2A88-608C-4E4D-81F8-F5C80540C83C



STATEMENT OF WORK

This Statement of Work ("SOW") dated May 10, 2022 is governed by and subject to the provisions of the engagement letter dated May 6, 2022 (the "Engagement Letter"), the terms of which are incorporated herein, between Lumileds Holding B.V. ("you" or "Client") and PricewaterhouseCoopers LLP ("we" or "us" or "PwC"). The term "Client" in the Engagement Letter shall include the entity(ies) signing this SOW. Any terms used in this SOW and not otherwise defined will have the same meaning as in the Engagement Letter. If there is a conflict between the Engagement Letter and the SOW, this SOW shall prevail. This SOW is not effective, and the parties understand and agree that PwC is not engaged pursuant to this SOW, unless and until Client's audit committee (if required) and the responsible PwC audit partner have approved the Services described in this SOW.

I. PURPOSE AND SCOPE

This SOW sets forth the objectives, deliverables, timing, staffing and fees for this project/effort.

II. PARTIES' RESPONSIBILITIES

2.1 Services to be provided by PwC:

Section 263A

At this time, you have requested that PwC provide assistance to Client in connection with its computation of cumulative UNICAP for tax inventories for purposes of preparing the book/tax difference for tax year ended 12/31/2021.

More specifically, PwC will complete the steps described below:

- Conduct interviews and/or distribute surveys to document department activities and determine the appropriate IRC Section 263A treatment
- Determine appropriate IRC Section 263A account types and/or treatments with respect to income statement accounts
- Obtain and/or develop allocation percentages for purchasing costs, storage and handling costs, and Schedule M-3 adjustments
- If applicable, compute variance percentages under the 5% safe harbor rule and direct material costs and/or direct labor costs percentages under the 5% de minimis rules
- Determine the appropriate inventory type for each ending inventory account and applying allocation percentages (if necessary)
- Compute book/tax difference for tax year ended 12/31/2021 using the modified simplified production method of accounting without historic absorption ratio

At the conclusion of the project, we will deliver the calculations in electronic format. We will also meet with you to transition the calculations to your tax department.



Lumileds Holding B.V.
May 10, 2022

Additional Services

Client may request PwC to provide services outside the scope of this engagement ("Additional Services"). PwC will provide Additional Services necessary to respond to matters presented to PwC by Client, or matters PwC brings to the attention of Client for which Client agrees PwC should provide assistance. We will keep you fully apprised of the nature of any Additional Services before providing the service.

Additional Services outside the scope of this engagement could include, but are not limited to, preparation of the IRC Section 481(a) adjustment for entities in addition to those specified above; the preparation, review, or filing of Form(s) 3115 on a non-automatic basis; computation of IRC Section 263A book/tax difference for the year of change or tax years thereafter in addition to those specified above, assistance with IRS inquiries (e.g., IRS National Office, local examination, appeals, etc.) relating to the Form(s) 3115 or computation of the IRC Section 481(a) adjustment(s); the detailed technical analysis and/or preparation, review, or filing of Forms 3115 for additional items; or the preparation, review, or filing of amended income tax returns.

All related periodic billings (see discussion below) will describe the Additional Services rendered during the period.

2.2 Additional provisions applicable to the Services:

Prospective Financial Information

PwC may advise or assist Client in connection with its consideration, preparation or accumulation of prospective financial statements or other forward-looking information, including forecasts or projections (collectively, "PFI"), based on Client's instructions, using information, procedures and methods approved by Client. Client is responsible for the information used to prepare PFI, any decisions, assumptions or projections relating to PFI or any outputs therefrom and their adequacy for Client's purposes. Client shall ensure that any prospective financial statements or other information or materials prepared by PwC are reviewed and approved by the member of Client's management team responsible for the information, its accuracy, completeness, reasonableness and use. PwC also may perform sensitivity, vulnerability or "what if" simulations or analyses on PFI and any underlying assumptions, or make recommendations on assumptions not included in the PFI. PwC's observations and any quantified alternatives, sensitivities or vulnerabilities do not represent PwC's assurance, concurrence, conclusion or opinion on any PFI, nor PwC's advocacy, endorsement or promotion of any results therefrom; they are only an illustration of PwC's advice to Client regarding Client's evaluation or determination of PFI. It is Client's responsibility to make its own decisions regarding PFI. As events and circumstances frequently do not occur as expected, there may be material differences between PFI and actual results; PwC disclaims any responsibility and liability for PFI, or based on any differences between PFI and any actual results achieved.

2.3 Deliverables:

We expect to provide you with deliverables including the following:

- UNICAP calculations using the modified simplified production method for the book/tax differences;

DocuSign Envelope ID: 6D0C2A88-608C-4E4D-81F8-F5C80540C83C



Lumileds Holding B.V.
May 10, 2022

- A list of document sources, interviews (including supporting documentation) involved in computing the 2021 UNICAP calculations; and
- A closing meeting to discuss findings, future recommendations, and process improvement ideas.

2.4 Client's Responsibilities:

To facilitate our work, you will need to provide the following assistance:

We may provide detailed information requests containing the specific data/policies we would like to review, such as existing documentation setting forth the accounting policies, the detailed trial balances, the Federal income tax return and work papers, and related Schedule M items and work papers for the most recent tax year. In connection with the provision of Services, we may also analyze information concerning Client's financial accounting methods, including financial statements and any other information or work papers PwC may have public access to. Additionally, we may request copies of Form 3115s filed within the past five taxable years, including the current taxable year. Lastly, as discussed, we anticipate interviewing certain Client personnel responsible for current accounting policies, e.g., tax personnel and controller(s). We will make every effort to reduce the time required of any Client personnel.

You are responsible for all management functions and decisions relating to this engagement, including evaluating and accepting the adequacy of the scope of the Services in addressing your needs. You are also responsible for the result achieved from using any Services or Deliverables, and it is your responsibility to establish and maintain its internal controls. You will designate a competent member of your management to oversee the Services.

We expect that you will provide timely, accurate and complete information and reasonable assistance, and we will perform the Services on that basis.

2.5 Timing:

The timing of the Services is as follows:

Project Start Date:	SOW Execution Date
Estimated Project Completion Date:	TBD

III. RESOURCES ASSIGNED

The PwC personnel assigned to provide Services and deliverables under this SOW are as follows:

- Joseph Olson, Tax Partner
- Wendy Panches, Tax Director
- Khalid Rasti, Tax Senior Manager
- Other PwC resources as necessary

DocuSign Envelope ID: 6D0C2A88-608C-4E4D-81F8-F5C80540C83C



Lumileds Holding B.V.
May 10, 2022

IV. FEES, EXPENSES AND PAYMENT

4.1 Professional Fees and Expenses:

Section 263A

The fee for Services relative to this UNICAP project, as described in this SOW, will be \$20,000. All PwC Subcontractor fees are included in the agreed fee.

Additional Services

Additional Services rendered pursuant to this SOW will be billed separately based upon mutually agreed upon fees between PwC and Client.

We also will bill Client for our reasonable out-of-pocket expenses, any applicable sales, use, excise, or value added tax, and PwC's internal per ticket charges for booking travel.

The amount of our fee is based on the assumption that we will receive the information and assistance as detailed throughout this SOW. In the event we believe an additional fee is required as the result of the failure of Client to meet any of these requests or for any other reason, we will inform you promptly.

In the event of a termination, the total fees due from Client to PwC shall be based on the time spent by PwC professionals on the Services through the date of termination, billed at our normal hourly rates, except as otherwise provided herein.

4.2 Payment Terms:

Our standard practice is to render our invoices on a monthly basis. Payment of our invoices is due on presentation and expected to be received within 30 days of the invoice date.

* * * * *


DocuSign Envelope ID: 6D0C2A88-608C-4E4D-81F8-F5C80540C83C



Lumileds Holding B.V.
May 10, 2022

Each of the parties has caused this SOW to be executed on its behalf by its duly authorized representative as of the date first above written.

PricewaterhouseCoopers LLP

By: 
DocuSigned by:
333E9438D79C4DC...

Joseph Olson, Partner
(408) 891-8223

Date: 5/13/2022

Lumileds Holding B.V., on behalf of itself and its Subsidiaries

By: 

Name: Ronald Dietz

Title: Global Head of Tax

Date: 22/6/2022

EXHIBIT E

HQ FEASIBILITY ANALYSIS SOW



STATEMENT OF WORK

This Statement of Work ("SOW") dated September 8, 2022 is governed by and subject to the provisions of the engagement letter dated May 6, 2022 (the "Engagement Letter"), the terms of which are incorporated herein, between Lumileds Holding B.V. ("Lumileds" or "you" or "Client") and PricewaterhouseCoopers LLP ("we" or "us" or "PwC"). The term "Client" in the Engagement Letter shall include the entity(ies) signing this SOW. Any terms used in this SOW and not otherwise defined will have the same meaning as in the Engagement Letter. If there is a conflict between the Engagement Letter and the SOW, this SOW shall prevail.

I. PURPOSE AND SCOPE

This SOW covers tax consulting services related to key tax considerations with respect to establishing or maintaining a holding company in certain jurisdictions as described below..

This SOW sets forth the objectives, deliverables, timing, staffing and fees for this project/effort.

II. PARTIES' RESPONSIBILITIES

2.1 Services to be provided by PwC:

You are engaging us to provide the following services (the "Services"):

Prepare a summary (in the form of a slide deck) of key tax considerations of establishing a new holding company or maintaining the current holding company for Client's legal entities and operations.

Our slide deck will be prepared for the purpose of presenting high level key tax considerations to management. It will therefore not include detailed tax technical discussions or analysis, but rather highlight key issues, if any, with respect to the specific tax considerations below. Furthermore, our slide deck will not quantify the tax impact of any relevant tax rules. Note, our summary of the tax considerations will be limited to the following Holding Company jurisdictions - United States ("US"), Netherlands, United Kingdom ("UK"), and Singapore (collectively, the "Material Jurisdictions").

We will summarize the key tax considerations in the Material Jurisdictions as outlined below with respect to holding company in the Netherlands, vs. a US, UK or Singapore holding company:

- Assessment of the treaty network of the holding company jurisdiction
- Withholding tax assessment / comparison with respect to: (i) dividend distributions to the holding company from its subsidiaries, and (ii) dividend distributions from the holding company to its shareholders
- Taxation on dividends received by the holding company from its subsidiaries (including application of participation exemption with respect to such distributions)
- Capital gains implications on a disposition of shares by the holding company
- Substance considerations for the holding company



Lumileds Holding B.V.
September 8, 2022

- Controlled foreign corporation or similar regimes (e.g., US global intangible low-taxed income (“GILTI”), subpart F income, foreign tax credits, etc.) for the holding company

The scope of our services above does not include an assessment of the direct and indirect tax implications of moving the ownership of all the group entities to a new holding company jurisdiction. At your request, we would be happy to provide the scope for such analysis separately.

The rules for outbound transfers of stock under Internal Revenue Code Section 367(a), Section 7874 and associated regulations are complex. The Services set forth herein do not include (i) an analysis of Internal Revenue Code Section 367, Section 7874 and the associated regulations; (ii) advice regarding gain recognition agreements (GRAs); or (iii) drafting or review of GRAs. To the extent that you subsequently request us to provide such additional services, the mutually agreed services and fees will be set forth in an addendum to this engagement letter or a separate engagement letter.

2.2 Additional provisions applicable to the Services:

None

2.3 Deliverables:

We expect to provide you with deliverables including the following:

- Developing a slide deck presentation summarizing the result of the analysis set forth in Section 2.1 above.

2.4 Client's Responsibilities:

To facilitate our work, you will need to provide all reasonably necessary information to PwC.

You are responsible for all management functions and decisions relating to this engagement, including evaluating and accepting the adequacy of the scope of the Services in addressing your needs. You are also responsible for the results achieved from using any Services or deliverables, and it is your responsibility to establish and maintain your internal controls. You will designate a competent member of your management to oversee the Services.

We expect that you will provide timely, accurate and complete information and reasonable assistance, and we will perform the engagement on that basis.

You confirm that the requirements for audit committee pre-approval under the Sarbanes-Oxley Act of 2002 have been complied with relating to this engagement.

2.5 Timing:

The timing of the Services is as follows:

Project Start Date:	Upon signing of the SOW
---------------------	-------------------------



Lumileds Holding B.V.
September 8, 2022

Estimated Project Completion Date:	TBD
------------------------------------	-----

III. RESOURCES ASSIGNED

The PwC personnel assigned to provide Services and deliverables under this SOW are as follows:

- Simran B Kaushal, Tax Partner
- Kodj Gbegnon, Tax Director
- Any other personnel that is suitable and required to the SOW listed in 2.1

IV. FEES, EXPENSES AND PAYMENT

4.1 Professional Fees and Expenses:

Our fee is based primarily on the time required by our professionals to complete the engagement, along with several other factors. Amounts billed for Services performed by PwC or the PwC Subcontractors shall be considered fees and not expenses and will be billed at rates determined by PwC based upon such factors as complexity, urgency, inherent risks, intellectual property, data integrity, the experience and skill required of the personnel needed to perform and review the Services, and other factors or, as agreed by the parties at the rates set forth in this SOW. We estimate our fees for this engagement will be \$75,000.

We also will bill the Client for our reasonable out-of-pocket expenses, any applicable sales, use, excise, or value added tax.

The amount of our fee is based on the assumption that we will receive the information and assistance as detailed throughout this SOW. In the event we believe an additional fee is required as the result of the failure of the Client to meet any of these requests or for any other reason, we will inform you promptly.

In the event of a termination, the total fees due from Client to PwC shall be based on the time spent by PwC professionals on the Services through the date of termination, billed at our normal hourly rates, except as otherwise provided herein.

4.2 Payment Terms:

Our standard practice is to render our invoices on a monthly basis. Payment of our invoices is due on presentation and expected to be received within 15 days of the invoice date.

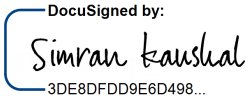
* * * * *



Lumileds Holding B.V.
September 8, 2022

Each of the parties has caused this SOW to be executed on its behalf by its duly authorized representative as of the date first above written.

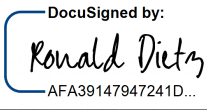
PricewaterhouseCoopers LLP

By: 

Simran B Kaushal, Partner
(408) 391-8376

Date: 9/8/2022

Lumileds Holding B.V., on behalf of itself and its Subsidiaries

By: 

Name: Ronald Dietz

Date: 9/8/2022

EXHIBIT F

SECTION 382 STUDY SOW



STATEMENT OF WORK

This Statement of Work ("SOW") dated September 12, 2022 is governed by and subject to the provisions of the engagement letter dated May 6, 2022 (the "Engagement Letter"), the terms of which are incorporated herein, between Lumileds Holding B.V. ("Lumileds" or "you" or "Client") and PricewaterhouseCoopers LLP ("we" or "us" or "PwC"). The term "Client" in the Engagement Letter shall include the entity(ies) signing this SOW. Any terms used in this SOW and not otherwise defined will have the same meaning as in the Engagement Letter. If there is a conflict between the Engagement Letter and the SOW, this SOW shall prevail.

I. PURPOSE AND SCOPE

This SOW covers tax consulting services necessary to respond to potential income tax considerations with respect to Client's chapter 11 bankruptcy proceedings which commenced on August 28, 2022 and the related debt restructuring (the "Restructuring Plan") presented to PwC by Lumileds, or potential income tax considerations PwC brings to your attention for which you agree PwC should provide assistance. This SOW sets forth the objectives, deliverables, timing, staffing and fees for this project/effort.

II. PARTIES' RESPONSIBILITIES

2.1 Services to be provided by PwC:

You are engaging us to provide the following services (the "Services"):

1. Perform an analysis of the stock ownership history of Client for the period from July 2017 through the completion of the Bankruptcy process (the "Analysis Period") in order to determine whether an "ownership change" as defined in IRC Section 382 occurred as a result of certain equity transactions and if so, to determine the impact on the Client's ability to utilize its net operating losses ("NOLs");
2. If an Ownership Change has occurred during the Analysis Period, or is anticipated to occur as a result of the Restructuring Plan, then assess the impact of the annual limitation amount(s) upon Client's ability to utilize its NOLs;
3. Prepare or review a model which analyzes the application and implications of IRC Section 382(l)(5) and 382(l)(6) to Client income tax attributes as a result of the Restructuring Plan;
4. Analyze the material U.S. federal and state income tax consequences of the Restructuring Plan including but not limited to the treatment and consequences of any cancellation of indebtedness income ("CODI"), taxability of CODI, tax attribute reduction analysis, and potential acceleration of any ELA balances;
5. Participate in conference calls with Client and their chosen legal advisor as requested by Client as a tax advisor; and
6. Read and provide comments from a tax perspective on the tax matters with respect to legal agreements drafted by Client's legal counsel.



Lumileds Holding B.V.
September 12, 2022

Section 382 Ownership Shift Calculation

The determination of whether Client has undergone any Ownership Change(s), and the NOL limitations triggered by any such Ownership Change(s), is designed to gather and document the factual support and technical analysis necessary to support our findings. We will:

7. Inquire of Client's current equity structure and all significant historic equity events during the Analysis Period;
8. Determine as to whether any Ownership Change(s) occurred during the Analysis Period, or is anticipated to occur as a result of the Restructuring Plan, and, if so, determine the applicable annual limitation amount(s);
9. Deliver a written report summarizing our Section 382 computations, our methodology and assumptions;
10. Provide a set of workpapers containing detailed year-by-year Section 382 computations; and

Section 382 Limitation Calculation

At Client's request, and to the extent the Client anticipates any Ownership Change(s) identified during the Analysis Period, PwC will perform the following services for each identified Ownership Change:

11. Confirm with Client that the "continuity of business" requirement is met following each ownership change;
12. Calculate the annual Section 382 limitation on the use of existing NOLs taking into account mid-year changes in ownership and successive ownership changes;
13. Review whether a net unrealized built-in gain ("NUBIG") or a net unrealized built-in loss ("NUBIL") is likely to exist at the time of the Ownership Change(s). (Any recognized built-in gain ("RBIG") in the five year recognition period would increase the annual Section 382 limitation, and any recognized built-in loss ("RBIL") in the five year recognition period would be treated as a RBIL item subject to the same Section 382 limitation as any pre-change NOL's). Our services do not include any valuation work and we will rely on information provided by client to calculate the anticipated NUBIG and NUBIL;
14. Calculate the allowable increase to the annual Section 382 limitation, if any, pursuant to IRS Notice 2003-65, assuming that any allowable increase is associated with a Section 197 intangible asset;
15. Provide a schedule which depicts the dates and amounts of NOLs anticipated to be utilized and also the amount of NOLs which may expire, taking into consideration any NUBIG/NUBIL; and
16. Consider the potential impact of Section 383 on the use of tax credit carryforwards and other attributes, if any. If it appears material, address the matter further with Client, as applicable.

2.2 Additional provisions applicable to the Services:



Lumileds Holding B.V.
September 12, 2022

Prospective Financial Information

PwC may advise Client in connection with its consideration, preparation or accumulation of prospective financial statements or other forward-looking information, including forecasts or projections (collectively, "PFI"). Client is responsible for the information used to prepare PFI, any decisions, assumptions or projections relating to PFI or any outputs therefrom and their adequacy for Client's purposes. PwC also may perform sensitivity, vulnerability or "what if" simulations or analyses on PFI and any underlying assumptions, or make recommendations on assumptions included in Client's PFI. PwC's observations and any quantified sensitivities or vulnerabilities do not represent PwC's assurance, concurrence, conclusion or opinion on any PFI, nor PwC's advocacy, endorsement or promotion of any results therefrom; they are only an illustration of PwC's advice to Client regarding Client's evaluation or determination of PFI. It is Client's responsibility to make its own decisions regarding PFI. As events and circumstances frequently do not occur as expected, there may be material differences between PFI and actual results; PwC disclaims any responsibility and liability for PFI, or based on any differences between PFI and any actual results achieved.

2.3 Deliverables:

We expect to provide you with deliverables as listed and noted in the Services to be provided by PwC section above.

2.4 Client's Responsibilities:

To facilitate our work, you will need to provide the following assistance:

To facilitate our work, you will need to provide all reasonably necessary information to PwC. You are responsible for all management functions and decisions relating to this engagement, including evaluating and accepting the adequacy of the scope of the Services in addressing your needs. You are also responsible for the results achieved from using any Services or deliverables, and it is your responsibility to establish and maintain your internal controls. You will designate a competent member of your management to oversee the Services. We expect that you will provide timely, accurate and complete information and reasonable assistance, and we will perform the engagement on that basis.

You confirm that the requirements for audit committee pre-approval under the Sarbanes-Oxley Act of 2002 have been complied with relating to this engagement.

2.5 Timing:

The timing of the Services is as follows:

Project Start Date:	September 12, 2022
Estimated Project Completion Date:	TBD



Lumileds Holding B.V.
September 12, 2022

III. RESOURCES ASSIGNED

The PwC personnel assigned to provide Services and deliverables under this SOW are as follows:

Lisa Brown, Tax Partner
Kevin Carey, Tax Director
Any other personnel that is suitable and required to the SOW listed in 2.1

IV. FEES, EXPENSES AND PAYMENT

4.1 Professional Fees and Expenses:

The fee for Services relative to this project, as described in this SOW, will be \$75,000. All PwC Subcontractor fees are included in the agreed fee.

We also will bill Client for our reasonable out-of-pocket expenses, any applicable sales, use, excise, or value added tax, and PwC's internal per ticket charges for booking travel.

The amount of our fee is based on the assumption that we will receive the information and assistance as detailed throughout this SOW. In the event we believe an additional fee is required as the result of the failure of Client to meet any of these requests or for any other reason, we will inform you promptly.

In the event of a termination, the total fees due from Client to PwC shall be based on the time spent by PwC professionals on the Services through the date of termination, billed at our normal hourly rates, except as otherwise provided herein.

4.2 Payment Terms:

Our standard practice is to render our invoices on a monthly basis. Payment of our invoices is due on presentation and expected to be received within 15 days of the invoice date.

* * * * *



Lumileds Holding B.V.
September 12, 2022

Each of the parties has caused this SOW to be executed on its behalf by its duly authorized representative as of the date first above written.

PricewaterhouseCoopers LLP

By: DocuSigned by:
Lisa Brown
A5C6D1EAFE1E49B...

Lisa Brown, Partner
(678) 920-0467

Date: 9/12/2022

Lumileds Holding B.V., on behalf of itself and its Subsidiaries

By: DocuSigned by:
Ronald Dietz, ronald.dietz@lumileds.com
AFA39147947241D...

Name: Ronald Dietz, ronald.dietz@lumileds.com

Title: Global Head of Tax

Date: 9/12/2022