

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

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In re	:	
	:	Chapter 11
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GARRETT MOTION INC., <i>et al.</i> , <sup>1</sup>	:	Case No. 20-12212 (MEW)
	:	
Debtors.	:	Jointly Administered
	:	
	X	

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**SECOND INTERIM ORDER (I) AUTHORIZING, BUT NOT DIRECTING, THE DEBTORS TO (A) CONTINUE TO USE THEIR CASH MANAGEMENT SYSTEM, INCLUDING EXISTING BANK ACCOUNTS, (B) PAY OR HONOR CERTAIN PREPETITION OBLIGATIONS RELATED THERETO AND (C) MAINTAIN EXISTING BUSINESS FORMS, (II) AUTHORIZING INTERCOMPANY TRANSACTIONS, (III) EXTENDING THE TIME TO COMPLY WITH THE REQUIREMENTS OF SECTION 345(B) AND (IV) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)<sup>2</sup> of Garrett Motion Inc. and certain of its affiliated debtors and debtors-in-possession (collectively, the “Debtors”) for entry of an order (this “Interim Order”) (a) authorizing, but not directing, the Debtors, in their sole discretion, to (i) continue to use their Cash Management System, including existing Debtor Bank Accounts, (ii) pay or honor certain prepetition obligations related thereto and (iii) continue using existing Business Forms; (b) (i) authorizing, but not directing the Debtors to continue to perform intercompany transactions with each other and with Non-Debtors on a postpetition basis in the

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<sup>1</sup> The last four digits of Garrett Motion Inc.’s tax identification number are 3189. Due to the large number of debtor entities in these Chapter 11 Cases, which are being jointly administered, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ proposed claims and noticing agent at <http://www.kccllc.net/garrettmotion>. The Debtors’ corporate headquarters is located at La Pièce 16, Rolle, Switzerland.

<sup>2</sup> Capitalized terms not otherwise defined herein are to be given the meanings ascribed to them in the Motion.



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ordinary course of business and consistent with historical practice and (ii) according administrative expense priority status to postpetition Intercompany Transactions; (c) waiving the requirements of section 345(b) of the Bankruptcy Code to the extent such requirements are inconsistent with the Debtors' current practices and (d) granting certain related relief, including scheduling a hearing to consider approval of the Motion on a final basis; and this Court having entered the *Interim Order (I) Authorizing, But Not Directing, the Debtors to (A) Continue to Use Their Cash Management System, Including Existing Bank Accounts, (B) Pay or Honor Certain Prepetition Obligations Related Thereto and (C) Maintain Existing Business Forms; (II) Authorizing Intercompany Transactions; (III) Waiving the Requirements of Section 345(b) and (IV) Granting Related Relief* [D.I. 53]; and this Court having jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 157 and 1334; and venue of these Chapter 11 Cases and the Motion in this district being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this matter being a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that proper and adequate notice of the Motion and the relief requested therein has been provided in accordance with the Bankruptcy Rules and the Local Rules of the United States Bankruptcy Court for the Southern District of New York (the "Local Rules"), and that, except as otherwise ordered herein, no other or further notice is necessary; and any objections (if any) to the Motion having been withdrawn or overruled on the merits; and a hearing having been held to consider the relief requested in the Motion and upon the record of the hearing and all of the proceedings had before this Court; and this Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, their creditors and all other parties-in-interest; and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED on an interim basis as set forth herein.
2. The Debtors are (a) authorized, but not directed, on an interim basis and in the reasonable exercise of their business judgment, to: (i) continue operating the Cash Management System, (ii) pay or honor their prepetition obligations related thereto and (iii) continue using their existing Business Forms; and (b) authorized, but not directed, to continue to perform Intercompany Transactions with each other and with Non-Debtors on a postpetition basis in the ordinary course of business and consistent with historical practice and such postpetition Intercompany Transactions shall be accorded administrative expense priority status; *provided*, however, that any claims related to such Intercompany Transactions shall be subordinate to any superpriority administrative expense claims provided by the Debtors' prepetition secured lenders as adequate protection or to any DIP lenders.
3. The Debtors are authorized, but not directed, on an interim basis and in the reasonable exercise of their business judgment to: (a) continue to use, with the same account numbers, the Debtor Bank Accounts in existence as of the Petition Date, including those accounts identified on Exhibit D attached to the Motion; (b) treat the Debtor Bank Accounts for all purposes as accounts of the Debtors as debtors-in-possession and to maintain and continue to use such accounts in the same manner with the same account numbers, styles and document forms as those employed prior to the Petition Date; (c) deposit funds in and withdraw funds from the Debtor Bank Accounts by all usual means, including checks, wire transfers, ACH transfers and other debits; (d) pay the Prepetition Bank Fees, in addition to any other Bank Fees for prepetition transactions that are charged postpetition; (e) pay any ordinary course Bank Fees incurred in connection with the Debtor Bank Accounts and any related cash management,

treasury and accounting services, and to otherwise perform their obligations under any and all documents and agreements governing the Debtor Bank Accounts and related cash management, treasury and accounting services, irrespective of whether such fees arose prior to or after the Petition Date; and (f) otherwise perform their obligations under the documents governing the Debtor Bank Accounts.

4. The Debtors are authorized, but not directed, on an interim basis, to pay to UniCredit the total amount of prepetition UniCredit Obligations within three (3) business days of entry of the Interim Order, subject to UniCredit's agreement to continue the Supply Chain Financing Arrangement on a postpetition basis on the same terms as those in place prepetition, continue the Supply Chain Financing Arrangement on a postpetition basis in the ordinary course of business in accordance with the terms of the Buyer Agreement, secure any postpetition UniCredit Obligations by cash collateral held by UniCredit (with such cash collateral to be released upon effectiveness of a plan of reorganization with respect to the Debtors) and make payments or otherwise satisfy any postpetition UniCredit Obligations arising under the Supply Chain Financing Arrangement. On an interim basis, UniCredit may rely on the representations of the Debtors with respect to their use of the Supply Chain Financing Arrangement pursuant to the Buyer Agreement, and UniCredit shall not have any liability to any party for relying on such representations by the Debtors as provided for herein. In the event that the Debtors fail to make any timely payment to UniCredit in respect of the Supply Chain Financing Arrangement during the duration of this Interim Order, UniCredit is authorized, in its discretion, to terminate the Supply Chain Financing Arrangement and/or seek payment for the amount of any unpaid UniCredit Obligations without further order of the Court; *provided, however*, that any such termination must be consistent with the terms and provisions of the Buyer Agreement. To the

extent necessary, UniCredit is hereby granted relief from the stay imposed under Bankruptcy Code section 362 for purposes of this paragraph 4.

5. GMS is authorized, but not directed, on an interim basis, to continue the BNPP Factoring Arrangement (including the Factoring Account, the Collection Account and the Guarantee Fund) in the ordinary course of business in accordance with the terms of the Factoring Agreement and to honor all past and future obligations arising under the BNPP Factoring Arrangement, including, for the avoidance of doubt, with respect to the Repurchase Right and the Indemnification Obligation; *provided, however*, that the Factoring Agreement is hereby amended as follows (and may be further modified by the parties from time to time): (i) the German Sub-Facility is terminated, (ii) the maximum amount of Eligible Receivables that GMS may sell to BNPP Factor under the Factoring Agreement is capped at €65 million (as may be further modified from time to time in accordance with the Factoring Agreement), (iii) the amount of the Guarantee Fund shall be 10% (as may be further modified from time to time in accordance with the Factoring Agreement), (iv) the factoring fee rate applied to the Eligible Receivables shall be increased in accordance with the Factoring Agreement (as may be further modified from time to time in accordance with the Factoring Agreement), (v) all customers that do not already pay invoices for purchased Eligible Receivables to the Collection Account shall agree in writing to pay such invoices to the Collection Account and (vi) GMS' mandate to collect purchased Eligible Receivables in the name and on behalf of BNPP Factor is terminated. BNPP Factor is authorized to take any and all actions necessary to collect the purchased Eligible Receivables (including directly contacting account debtors) without further order of the Court. On an interim basis, BNPP Factor may rely on the representations of GMS with respect to its use of the BNPP Factoring Arrangement, and BNPP Factor shall not have any liability to any party for relying on

such representations by GMS as provided for herein. In the event that GMS fails to make any timely payment to BNPP Factor in respect of the obligations under the BNPP Factoring Arrangement pursuant to the Factoring Agreement or any other automatic termination event under the Factoring Agreement shall occur during the duration of this Interim Order (other than as a result of the commencement of these Chapter 11 Cases), BNPP Factor is authorized, in its discretion, to terminate the BNPP Factoring Arrangement and/or seek payment for the amount of any unpaid obligations under the BNPP Factoring Arrangement without further order of the Court; *provided, however*, that (i) any such termination must be consistent with the terms and provisions of the Factoring Agreement or (ii) BNPP Factor or GMS may terminate the Factoring Agreement at any time by serving a three (3) month prior notice in accordance with the terms of the Factoring Agreement. To the extent necessary, BNPP Factor is hereby granted relief from the stay imposed under Bankruptcy Code section 362 for purposes of this paragraph 5. GMS' obligations and liabilities arising under the Factoring Agreement (including, without limitation, with respect to the Repurchase Right and the Indemnification Obligation) shall have administrative expense priority status under section 503(b) of the Bankruptcy Code.

6. The Debtors are authorized, but not directed, on an interim basis, to continue to use the Card Program in the ordinary course of business in accordance with the terms of the Card Agreement<sup>3</sup>, to honor all past and future Card Obligations arising under the Card Program and to make timely payments on account of charges that were made under the Card Program prior to the Petition Date. The Debtors are further authorized to continue to use the Card Program under the Card Agreement.

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<sup>3</sup> The term "Card Agreement," as used in this Interim Order, means, collectively, the existing agreements between the Debtors and Citibank N.A. in respect of the Card Program.

7. The Debtors are authorized, but not directed, on an interim basis, to continue to use the P-Notes Program in the ordinary course of business, to honor all past and future P-Notes Obligations arising under the P-Notes Program and to make timely payments on account of P-Notes that were issued under the P-Notes Program prior to the Petition Date.

8. Notwithstanding anything to the contrary in this Interim Order, pending entry of the Final Order, the Debtors shall not make any payments on account of the Debtors' prepetition obligations arising under the Supply Chain Financing Arrangement, the BNPP Factoring Arrangement or the P-Notes Program, in each case, except to the extent the Debtors determine, in the reasonable exercise of their business judgment, that in the absence of making such payment, the Debtors would suffer a loss of value in excess of such payment amount and the Debtors determine that there is a risk of immediate loss of value if they do not make such payment.

9. The Debtors are authorized, but not directed, to continue using in their present forms, the Business Forms as well as checks and other documents related to the Debtor Bank Accounts existing immediately before the Petition Date without reference to the Debtors' status as debtors-in-possession.

10. The Cash Management Banks<sup>4</sup> are authorized to permit the Debtors to continue to use the Cash Management System currently in place, as such Cash Management System is more fully described in the Motion, and manage the Debtors' cash in a manner consistent with the Debtors' prepetition practices. Such Cash Management Banks are hereby authorized, but not directed, to continue to maintain, service and administer all of the Debtor

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<sup>4</sup> The term "Cash Management Banks," as used in this Interim Order, shall include, in addition to those Banks with which the Debtors already maintain accounts, any other banks with which the Debtors open new accounts pursuant to the terms of this Interim Order.

Bank Accounts as accounts of the Debtors as debtors-in-possession without interruption and in the ordinary course of business in a manner consistent with any agreements between the Cash Management Banks and the Debtors that existed prior to and as of the Petition Date, and to receive, process, honor and pay any and all checks, drafts, wires, ACH transfers, credit card payments, other electronic transfer requests and other items which originated (a) prepetition and were presented prepetition but honored postpetition, (b) prepetition but presented to the Cash Management Banks for payment on a postpetition basis, and (c) postpetition and are presented to the Cash Management Banks for payment on a postpetition basis; *provided, however*, the Debtors may provide the Cash Management Banks specific instructions to dishonor or refuse to pay particular prepetition checks, drafts and other items presented for payment against the Debtor Bank Accounts, subject to the normal procedures, fees and charges set forth in the account agreements relating to the Debtor Bank Accounts, and the Cash Management Banks shall use commercially reasonable efforts to comply with all such specific instructions.

11. The Debtors' credit card processors are authorized to process payments in the ordinary course of business, including the netting out of any fees and/or chargebacks arising before, on or after the Petition Date.

12. The Debtors and each Cash Management Bank are hereby authorized to continue to perform pursuant to the terms of any prepetition cash management agreements that may exist between them, except to the extent otherwise directed by the terms of this Interim Order and except as amended, modified, or supplemented by any agreement between the Debtors and such Cash Management Bank. The parties to such agreements shall continue to enjoy the rights and remedies afforded them under such agreements, except to the extent expressly modified by the terms of this Interim Order or by operation of the Bankruptcy Code.



13. The Cash Management Banks participating in the Cash Management System shall not be liable to the Debtors, their estates or their creditors for honoring or dishonoring a prepetition or postpetition check or other item drawn on any of the Debtor Bank Accounts as a result of this Interim Order or at the direction of the Debtors. None of the Cash Management Banks shall have any liability to any person for a good faith error made despite implementation of reasonable item handling procedures, including, without limitation, any inadvertent dishonoring of any payment or other disbursement directed to be made by the Debtors. None of the Cash Management Banks shall be responsible for monitoring, or liable to any person for honoring, any payment or other transfer made or directed by any of the Debtors in contravention of the terms of this Interim Order, any interim or final cash collateral orders entered with respect to the Debtors, or any other order of the Court.

14. The Debtors shall maintain accurate and detailed records of all transfers and transactions, including Intercompany Transactions, within the Cash Management System such that all postpetition transfers and transactions are adequately and promptly documented in, and readily ascertainable from, and traced and recorded properly on, their books and records. The Debtors shall provide reasonable access to such records and a monthly summary of any post-petition Intercompany Transactions involving the transfer of cash from Debtors to Non-Debtors to (a) the advisors to the ad hoc group of lenders under the Debtors' prepetition credit facility, Gibson, Dunn & Crutcher LLP and PJT Partners, Inc. (the "Ad Hoc Group Advisors"), (b) counsel to the stalking horse bidder, Davis Polk & Wardwell ("Stalking Horse Bidder Counsel"), (c) the U.S. Trustee and (d) counsel to any committee appointed in these Chapter 11 Cases. In addition, the Debtors shall provide the Ad Hoc Group Advisors and Stalking Horse

Bidder Counsel reasonable access to the Debtors' advisors with respect to such records and summaries.

15. The Debtors are authorized, but not directed, to continue Intercompany Transactions arising in the ordinary course of business, including Intercompany Transactions with Non-Debtors. In connection therewith, the Debtors shall continue to maintain current records with respect to all transfers of cash so that all transactions, including Intercompany Transactions, may be readily ascertained, traced and recorded properly on applicable accounts. All postpetition payments from one Debtor to another or from a Non-Debtor to a Debtor, under any postpetition Intercompany Transaction authorized hereunder, are hereby accorded administrative expense priority status under section 503(b) of the Bankruptcy Code, subordinate only to any superpriority administrative expense claims provided to the Debtors' prepetition secured lenders as adequate protection or to any DIP lenders. The Debtors are authorized, but not directed, to set off mutual postpetition obligations relating to intercompany receivables and payables through the Cash Management System. Notwithstanding anything in this Interim Order, the rights of all parties in interest are reserved with respect to the characterization of postpetition payments of prepetition Intercompany Claims of Non-Debtors.

16. Nothing contained herein shall prevent the Debtors from opening any new bank accounts or closing any of the Debtor Bank Accounts as the Debtors may deem necessary and appropriate; *provided, however*, that prior to opening any new bank accounts or closing any of the Debtor Bank Accounts, the Debtors shall provide notice of the Debtors' intentions with respect thereto, as soon as reasonably practicable, to (a) the U.S. Trustee, (b) counsel to Citibank, N.A., as administrative agent under the DIP credit facility, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, NY 10153, Attn: Ray C. Schrock, P.C. (ray.schrock@weil.com) and

Candace M. Arthur, Esq. (candace.arthur@weil.com), (c) counsel to JPMorgan Chase Bank, N.A., as administrative agent under the Debtors' prepetition credit facility, Stroock & Stroock & Lavan LLP, 180 Maiden Lane, New York, NY 10038, Attn: Kristopher M. Hansen (khansen@stroock.com), Jonathan D. Canfield (jcanfield@stroock.com), Joanne Lau (jlau@stroock.com) and Alexander A. Fraser (afraser@stroock.com), (d) counsel to the ad hoc group of lenders under the Debtors' prepetition credit facility, Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, NY 10166, Attn: Scott J. Greenberg (sgreenberg@gibsondunn.com), Steven A. Domanowski (sdomanowski@gibsondunn.com) and Matthew G. Bouslog (mbouslog@gibsondunn.com), (e) counsel to the Stalking Horse Bidder, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, NY 10017, Attn: Brian M. Resnick (brian.resnick@davispolk.com) and Joshua Y. Sturm (joshua.sturm@davispolk.com) and (f) any committee appointed in these Chapter 11 Cases (and the counsel to any such committee); *provided, further, however*, that the Debtors shall open any new such bank accounts at banks that have executed a Uniform Depository Agreement with the U.S. Trustee, or at such banks that are willing to promptly execute such an agreement. Nothing contained in this Interim Order shall prevent any Cash Management Bank from terminating any Bank Account(s) or related cash management services in accordance with the respective agreements governing such accounts or services.

17. With regard to the Cash Management Banks that are on the U.S. Trustee's List of Authorized Depositories, within 15 days from the date of entry of this Interim Order, the Debtors shall (a) contact each Cash Management Bank, (b) provide each Cash Management Bank with each of the Debtors' employer identification numbers, (c) provide each Cash Management Bank with the bankruptcy number of the principal docket for these Chapter 11

Cases, and (d) identify each of their Debtor Bank Accounts held at such Cash Management Banks as being held by a debtor-in-possession.

18. The Debtors are authorized to deposit funds and invest excess funds in accordance with their established deposit and investment practices in effect as of the commencement of these Chapter 11 Cases. To the extent such deposit and investment practices are not consistent with the requirements of section 345(b) of the Bankruptcy Code or to the extent any of the Debtors' current Bank Accounts are at Banks that are not Authorized Depositories or parties to a Uniform Depository Agreement, the Debtors shall have 45 days to come into compliance with section 345(b) or otherwise obtain a waiver of the section 345(b) requirements. The Debtors may obtain a further extension of the time periods set forth in this paragraph by entering into a written stipulation with the U.S. Trustee and filing such stipulation on the Court's docket without the need for further Court order

19. The Cash Management Banks are hereby authorized to debit from the Debtor Bank Accounts, in the ordinary course of business and subject to any applicable account agreement, without further order of this Court: (a) Bank Fees and charges arising in the ordinary course of business, regardless whether such fees and charges arose prepetition or postpetition; *provided, however*, that such Bank Fees and charges are authorized under the applicable account agreement with the Debtors; *provided, further, however*, that nothing set forth herein shall authorize any of the Cash Management Banks to debit any Bank Fees or charges not arising in the ordinary course of business; and (b) any (i) returned items drawn or presented against the Debtor Bank Accounts (regardless of whether such returned items originated prepetition or postpetition) or any credit given which is subsequently subject to return or dishonored arising out of an ACH debit or credit file, and (ii) over-advances, credit balances or other customary fees

and service charges incurred as a result of returned or dishonored items (regardless of whether such items originated prepetition or postpetition).

20. To the extent not already done, the Debtors shall promptly advise the Cash Management Banks of the commencement of these Chapter 11 Cases, and within five business days from the date of entry of this Interim Order, the Debtors shall (a) serve a copy of this Interim Order on each Cash Management Bank and (b) request that each Cash Management Bank internally code each of the Debtor Bank Accounts as “debtor-in-possession” accounts.

21. Nothing in the Motion or this Interim Order, nor as a result of any payment made pursuant to this Interim Order, shall be deemed or construed as an admission as to the validity or priority of any claim against the Debtors, an approval or assumption of any agreement, contract or lease pursuant to section 365 of the Bankruptcy Code or a waiver of the right of the Debtors or any other party or of any claims or causes of action which may exist against any customer, or shall impair the ability of the Debtors or any other party to contest or seek relief under any section of the Bankruptcy Code in respect of the validity and amount of any payment made pursuant to this Interim Order.

22. Notwithstanding the Debtors’ authorized use of a consolidated cash management system, the Debtors shall calculate quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each particular Debtor, regardless of which Debtor remits payment for those disbursements.

23. The Debtors are authorized to take any and all actions necessary to effectuate the relief granted herein.

24. Notwithstanding anything to the contrary contained in the Motion or this Interim Order, any payment to be made and any relief or authorization granted hereunder shall be

limited by, and shall be subject to, the requirements imposed on the Debtors in any orders entered by this Court authorizing the Debtors to obtain debtor-in-possession financing and authorizing the use of cash collateral (any such order, a “DIP Order”). To the extent of any conflict (but solely to the extent of such conflict) between the terms of this Interim Order and the terms of any DIP Order, the terms of the DIP Order will govern

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

26. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied.

27. The requirements set forth in Bankruptcy Rule 6004(a) are satisfied.

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

29. This Court shall retain jurisdiction with respect to any matters, claims, rights or disputes arising from or related to the Motion or the implementation of this Interim Order.

30. The final hearing (the “Final Hearing”) on the Motion shall be held at a date and time determined by the Court. The Debtors will serve notice of the Final Hearing as soon as practicable following the scheduling of the Final Hearing. Any objections or responses to entry of a final order on the Motion shall be filed by the date and time set forth in such notice, and shall be served on the following parties: (a) the Debtors, Garrett Motion Inc., 47548 Halyard Drive, Plymouth, MI, 48170, Attn: General Counsel; (b) proposed counsel to the Debtors, Sullivan & Cromwell LLP, 125 Broad Street, New York, New York 10004, Attn: Noam R. Weiss; (c) counsel to Citibank, N.A., as administrative agent under the DIP credit facility, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, NY 10153, Attn: Ray C. Schrock, P.C. (ray.schrock@weil.com) and Candace M. Arthur, Esq. (candace.arthur@weil.com); (d) counsel

to JPMorgan Chase Bank, N.A., as administrative agent under the Debtors' prepetition credit facility, Stroock & Stroock & Lavan LLP, 180 Maiden Lane, New York, NY 10038, Attn: Kristopher M. Hansen (khansen@stroock.com), Jonathan D. Canfield (jcanfield@stroock.com), Joanne Lau (jlau@stroock.com) and Alexander A. Fraser (afraser@stroock.com); (e) counsel to the ad hoc group of lenders under the Debtors' prepetition credit facility, Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, NY 10166, Attn: Scott J. Greenberg (sgreenberg@gibsondunn.com), Steven A. Domanowski (sdomanowski@gibsondunn.com) and Matthew G. Bouslog (mbouslog@gibsondunn.com); (f) counsel to the Stalking Horse Bidder, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, NY 10017, Attn: Brian M. Resnick (brian.resnick@davispolk.com) and Joshua Y. Sturm (joshua.sturm@davispolk.com); (g) counsel to the ad hoc group of bondholders, Ropes & Gray LLP, 1211 Avenue of the Americas, New York, NY 10036, Attn: Matthew M. Roose (matthew.roose@ropesgray.com) and Mark I. Bane (mark.bane@ropesgray.com); (h) counsel to BNP Paribas, Lusk, Stern & Eisler LLP, 50 Main Street, White Plains, NY 10606, Attn: Richard Stern and Alex Talesnick; (i) counsel to any statutory committee appointed in these Chapter 11 Cases; (j) the U.S. Trustee; and (k) to the extent not listed herein, those parties requesting notice pursuant to Bankruptcy Rule 2002.

Dated: September 24, 2020  
New York, New York

/s/Michael E. Wiles  
The Honorable Michael E. Wiles  
United States Bankruptcy Judge