

Hearing Date: October 21, 2020 at 11:00 a.m. ET  
Objection Deadline: October 14, 2020 at 4:00 p.m. ET

Andrew G. Dietderich  
Brian D. Glueckstein  
Benjamin S. Beller  
Noam R. Weiss  
SULLIVAN & CROMWELL LLP  
125 Broad Street  
New York, NY 10004-2498  
Telephone: (212) 558-4000  
Facsimile: (212) 558-3588

*Proposed Counsel to the Debtors  
and Debtors in Possession*

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

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	:	
In re	:	Chapter 11
	:	
GARRETT MOTION INC., et al., <sup>1</sup>	:	Case No. 20-12212 (MEW)
	:	
Debtors.	:	(Jointly Administered)
	:	
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**APPLICATION OF THE DEBTORS FOR ENTRY OF AN ORDER AUTHORIZING  
THE EMPLOYMENT AND RETENTION OF ALIXPARTNERS, LLP AS THEIR  
RESTRUCTURING ADVISOR *NUNC PRO TUNC* TO THE PETITION DATE**

Garrett Motion Inc. and certain of its affiliated debtors in the above-captioned chapter 11 cases (“Chapter 11 Cases”), as debtors and debtors in possession (collectively, the “Debtors”), respectfully represent as follows in support of this application (the “Application”):

<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 available at the claims and noticing agent website established for the Debtors at <http://www.kccllc.net/garrettmotion>. The Debtors’ corporate headquarters is located at La Pièce 16, Rolle, Switzerland.



### **Relief Requested**

1. Pursuant to section 327(a) of title 11 of the United States Bankruptcy Code (the “Bankruptcy Code”), Bankruptcy Rules 2014(a) and 2016, and Rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the Southern District of New York (the “Local Rules”), the Debtors request authorization to employ and retain AlixPartners, LLP (“AlixPartners”), as their restructuring advisor in accordance with the terms and conditions of that certain engagement letter dated March 24, 2020, and including any amendments and schedules thereto (the “Engagement Letter”)<sup>2</sup>, *nunc pro tunc* to the Petition Date (defined below).

2. A proposed form of order granting the requested relief is attached hereto as **Exhibit A** (the “Proposed Order”).

### **Jurisdiction**

3. This Court has jurisdiction to consider this Application pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.). This is a core proceeding pursuant to 28 U.S.C. § 157(b) and, pursuant to Local Rule 9013-1, the Debtors consent to the entry of a final order by the Court in connection with this Application to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

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<sup>2</sup> Any references to, or summaries of, the Engagement Letter in this Application are qualified by the express terms of the Engagement Letter, which shall govern if there is any conflict between the Engagement Letter and such summaries or references herein. Additionally, any capitalized terms used in this Application and not otherwise defined herein shall have the meanings ascribed to them in the Engagement Letter.

### **Background**

4. Garrett Motion Inc. is a Delaware corporation established in 2018, with its headquarters located in Rolle, Switzerland. The Debtors design, manufacture and sell highly engineered turbocharger, electric-boosting and connected vehicle technologies

5. On September 20, 2020 (the “Petition Date”), each of the Debtors filed with the Court a voluntary petition for relief under the Bankruptcy Code. Each Debtor continues to operate its business and manage its properties as a debtor-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No creditors’ committee, trustee or examiner has been appointed in these Chapter 11 Cases. Joint administration of these Chapter 11 Cases was authorized by the Court by entry of an order on September 21, 2020 [Docket No. 27].

6. Additional factual background relating to the Debtors’ businesses and the commencement of these Chapter 11 Cases is set forth in detail in the Declaration of Sean Deason in Support of the Debtors’ Chapter 11 Petitions and First Day Pleadings [Docket No. 15].

### **AlixPartners’ Retention**

7. The terms of retention and employment of AlixPartners are set forth in the Engagement Letter by and among the Debtors and AlixPartners, a copy of which is attached hereto as **Exhibit B**.

8. In support of this Application, the Debtors submit the declaration of Pilar Tarry, a Managing Director of AlixPartners (the “Tarry Declaration”), attached hereto as **Exhibit C**.

### **AlixPartners’ Qualifications**

9. AlixPartners is an internationally recognized restructuring and turnaround firm that has substantial experience in providing restructuring advisory services and has a well-respected

reputation for services it has rendered in numerous large and complex chapter 11 cases on behalf of both debtors and creditors.

10. AlixPartners has assisted, advised, and provided strategic advice to debtors, creditors, bondholders, investors, and other entities in numerous chapter 11 cases of similar size and complexity to the Debtors' Chapter 11 Cases. Its professionals have provided financial and restructuring advisory or crisis management services in such large cases, including recent filings in this District. *See, e.g., In re Grupo Aeromexico S.A.B. de C.V.*, No. 20-11563 (SCC) (Bankr. S.D.N.Y. Sept. 22, 2020); *Jason Industries, Inc.*, No. 20-22766 (RDD) (Bankr. S.D.N.Y. Aug 27, 2020); *In re LSC Communications, Inc.*, No. 20-10950 (SHL) (Bankr. S.D.N.Y. May 12, 2020); *In re Purdue Pharma L.P.*, Case No. 19-23649 (RDD) (Bankr. S.D.N.Y. Nov. 21, 2019); *In re Deluxe Entertainment Services Group Inc.*, Case No. 19-23774 (RDD) (Bankr. S.D.N.Y. Nov. 14, 2019); *In re Fullbeauty Brands Holdings Corp.*, Case No. 19-22185 (RDD) (Bankr. S.D.N.Y. Mar. 7, 2019); *In re Ditech Holding Corporation*, Case No. 19-10412 (JLG) (Bankr. S.D.N.Y. Mar. 25, 2019); *In re Pacific Drilling S.A., et al.*, Case No. 17-13193 (MEW) (Bankr. S.D.N.Y. Dec. 14, 2017); *In re CGG Holdings (U.S.) Inc.*, Case No. 17-11637 (MG) (Bankr. S.D.N.Y. July 14, 2017); *In re Ultrapetrol Limited*, Case No. 17-22168 (RDD) (Bankr. S.D.N.Y. Mar. 7, 2017); *In re SIGA Technologies, Inc.*, Case No. 14-12623 (SHL) (Bankr. S.D.N.Y. Nov. 14, 2014); *In re MPM Silicones, LLC*, Case No. 14-22503 (RDD) (Bankr. S.D.N.Y. May 16, 2014); *In re Residential Capital, LLC*, Case No. 12-12020 (MG) (Bankr. S.D.N.Y. Aug. 10, 2012); *In re TBS Shipping Services, Inc.*, Case No. 12-22224 (RDD) (Bankr. S.D.N.Y. Feb. 28, 2012); and *In re United Retail Group, Inc.*, Case No. 12-10405 (SMB) (Bankr. S.D.N.Y. Feb. 23, 2012).

11. AlixPartners performed prepetition restructuring advisory work for the Debtors and, as a result, has acquired significant knowledge of the Debtors and their businesses, and

familiarity with the Debtors' financial affairs, liquidity, operations, and related matters. Likewise, in providing such prepetition services to the Debtors, AlixPartners worked closely with the Debtors' management and their other advisors, including Sullivan & Cromwell LLP, Perella Weinberg Partners and Morgan Stanley. Accordingly, AlixPartners has experience, expertise, and relevant knowledge regarding the Debtors that will enable it to provide effective and efficient services in these Chapter 11 Cases.

### **Services to be Provided**

12. Prior to the Petition Date, the Debtors and AlixPartners executed the Engagement Letter, which governs the relationship between them. The terms and conditions of the Engagement Letter were negotiated between the Debtors and AlixPartners and reflect the parties' mutual agreement as to the substantial efforts that will be required in this engagement. Subject to further order of the Court, AlixPartners may provide services including, but not limited to, the following (collectively, the "Restructuring Advisory Services"):

- Assist in developing and implementing cash management and preservation strategies, tactics and processes.
- Work with senior management to identify, evaluate and implement restructuring initiatives.
- Assist in communication and/or negotiation with outside constituents, stakeholders and their advisors as requested by the Debtors.
- Assist the Debtors in developing contingency plans and financial alternatives in the event an out-of-court restructuring cannot be achieved.
- Support the Debtors and other professionals so assigned on procuring, negotiating and implementing DIP and exit financing facilities, if needed.
- Coordinate and provide case administration support for an in-court proceeding and assist with developing the Debtors' Plan of Reorganization or other appropriate case resolution, if needed.
- Provide assistance in such areas as testimony on matters that are within AlixPartners' areas of expertise.
- Assist with such other matters as may be requested that fall within

AlixPartners' expertise and that are mutually agreeable.

13. The Restructuring Advisory Services are necessary to the Debtors' restructuring efforts during the pendency of these Chapter 11 Cases.

14. When necessary, the individuals working on this matter (the "AlixPartners Personnel") will be assisted by or replaced by various professionals at various levels.

#### **No Duplication of Services**

15. The Restructuring Advisory Services provided by AlixPartners will complement, and not duplicate, the services to be rendered by any other professionals retained in these Chapter 11 Cases.

#### **AlixPartners' Disinterestedness**

16. To the best of the Debtors' knowledge, information, and belief and except to the extent disclosed herein and in the Tarry Declaration, AlixPartners: (a) is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code; (b) has no connection with the Debtors, their creditors, or other parties in interest, or the attorneys or accountants of the foregoing, or any person employed in the Office of the U.S. Trustee; and (c) does not hold any interest adverse to the Debtors' estates.

17. To the extent that any new relevant facts or relationships bearing on the matters described herein during the period of AlixPartners' retention are discovered or arise, AlixPartners will use reasonable efforts to promptly file a supplemental declaration.

#### **Professional Compensation**

18. AlixPartners' decision to accept this engagement to provide services to the Debtors is conditioned upon its ability to be retained in accordance with its customary terms and conditions of employment, compensated for its services, and reimbursed for reasonable out-of-pocket

expenses it incurs in accordance with its customary billing practices, as set forth in Schedule 1 of the Engagement Letter (the “Fee and Expense Structure”).

19. AlixPartners’ standard hourly rates for 2020, subject to periodic adjustments, are as follows:

<b>Title</b>	<b>Hourly Rate</b>
Managing Director	\$1,000 – \$1,195
Director	\$800 – \$950
Senior Vice President	\$645 – \$735
Vice President	\$470 – \$630
Consultant	\$175 – \$465
Paraprofessional	\$295 – \$315

20. AlixPartners reviews and revises its billing rates on January 1 of each year. Changes in applicable hourly rates will be noted on the invoices for the first time period in which the revised rates became effective.

21. In addition to compensation for professional services rendered by AlixPartners Personnel, AlixPartners will seek reimbursement for reasonable and necessary expenses incurred in connection with these Chapter 11 Cases, including transportation costs, lodging, and meals.

22. To the extent AlixPartners uses the services of independent contractors (the “Contractors”) in these Chapter 11 Cases, AlixPartners shall: (a) pass through the cost of such Contractors to the Debtors at the same rate that AlixPartners pays the Contractors; (b) seek reimbursement for actual costs incurred; (c) ensure that the Contractors are subject to the same conflict checks as required for AlixPartners; and (d) file with the Court such disclosures required by Bankruptcy Rule 2014.

23. AlixPartners intends to apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with these Chapter 11 Cases consistent with the Fee and Expense Structure, subject to this Court's approval, and in compliance with General Order M-412 (Order Establishing Procedures for Monthly Compensation and Reimbursement of Expenses of Professionals, dated December 21, 2010 (Gonzalez, C.J.)), Administrative Order M-447 (Amended Guidelines for Fees and Disbursements for Professionals in Southern District of New York Bankruptcy Cases, dated January 29, 2013 (Morris, C.J.)), and the U.S. Trustee Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 (Appendix A to 28 C.F.R. § 58) (collectively, the "Fee Guidelines"), the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable orders of the Court, both in connection with this Application and any interim and final fee applications to be filed by AlixPartners in these Chapter 11 Cases. Moreover, the Debtors are advised that AlixPartners will, to the best of its ability, comply with the Office of the U.S. Trustee's requests for information and additional disclosures as set forth in the Fee Guidelines.

24. AlixPartners will maintain records in support of any fees (in 1/10th of an hour increments), costs, and expenses incurred in connection with services rendered in these Chapter 11 Cases. Records will be arranged by category and nature of the services rendered and will include reasonably detailed descriptions of those services provided to and on behalf of the Debtors.

25. AlixPartners often works for compensation that includes hourly-based fees and performance-based, contingent-incentive compensation earned upon achieving meaningful results. AlixPartners does not currently request a success fee in these Chapter 11 Cases but reserves the



right to negotiate a success fee with Debtors if the scope of services changes, and then present it to this Court for approval.

26. The Fee and Expense Structure is consistent with and typical of compensation arrangements entered into by AlixPartners and other comparable firms that render similar services under similar circumstances. The Debtors believe that the Fee and Expense Structure is reasonable, market-based, and designed to compensate AlixPartners fairly for its work and to cover fixed and routine overhead expenses.

27. AlixPartners received a retainer in the amount of \$500,000 from the Debtors (the “Retainer”). According to AlixPartners’ books and records, during the 90-day period prior to the Petition Date, the Debtors paid AlixPartners \$3,957,695.41 in aggregate for professional services performed and expenses incurred, including advanced payments of \$725,000, of which \$470,054 was applied to fees and expenses prior to the Petition Date, and excluding the Retainer.

28. Due to the ordinary course and unavoidable reconciliation of fees and submission of expenses immediately prior to, and subsequent to, the Petition Date, AlixPartners may have incurred, but not billed, fees and reimbursable expenses that relate to the prepetition period. Approval is sought from this Court for AlixPartners to apply the Retainer and any remaining advance to these amounts. Upon the entry of an Order approving the relief requested herein, the Debtors will not owe AlixPartners any sums for prepetition services.

### **Indemnification**

29. As a material part of the consideration for which AlixPartners agreed to provide the services described herein, the Debtors agreed to the indemnification provisions contained in the General Terms and Conditions included with the Engagement Letter (collectively, the “Indemnification Provisions”). The Indemnification Provisions contain standard indemnification

language with respect to AlixPartners' services including, without limitation, an agreement by the Debtors to (i) indemnify, hold harmless, and defend AlixPartners and its affiliates and its and their partners, directors, officers, employees, and agents (collectively, the "AlixPartners Parties") from and against all claims, liabilities, losses, expenses and damages arising out of or in connection with the engagement of AlixPartners that is the subject of the Engagement Letter, except to the extent caused by gross negligence, bad faith, self-dealing or willful misconduct of any AlixPartners Parties and (ii) pay damages and expenses as incurred, including reasonable legal fees and disbursements of counsel.

30. The terms and conditions of the Indemnification Provisions were negotiated by the Debtors and AlixPartners at arm's length and in good faith. The Indemnification Provisions contained in the Engagement Letter and as modified herein, viewed in conjunction with the other terms of AlixPartners' proposed retention, are reasonable and in the best interest of the Debtors, their estates, and creditors in light of the fact that the Debtors require AlixPartners' services to successfully reorganize. The Debtors request that the Court approve the Indemnification Provisions as set forth in the Engagement Letter and as modified herein.

31. The Engagement Letter further provides that the AlixPartners Parties shall not be held liable for incidental, consequential or special damages, lost profits, lost data, reputational damages, punitive damages or any other similar damages under any circumstances, and that the aggregate liability of the AlixPartners Parties for any claims relating to the Engagement Letter is limited to the amount of fees paid to AlixPartners thereunder. Pursuant to the Proposed Order, AlixPartners will agree to eliminate any limitations on liability contained in the Engagement Letter for the duration of these Chapter 11 Cases.

**Basis for Relief**

32. Section 327(a) of the Bankruptcy Code provides that a debtor, subject to court approval:

[M]ay 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 [debtor] in carrying out the [debtor's] duties under this title.

11 U.S.C. § 327(a).

33. Bankruptcy Rule 2014 requires that an application for retention include:

[S]pecific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the [firm's] connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

Fed. R. Bankr. P. 2014.

34. The Debtors believe that employment of AlixPartners effective *nunc pro tunc* to the Petition Date is warranted under the circumstances of these Chapter 11 Cases pursuant to section 327 of the Bankruptcy Code and Bankruptcy Rule 2014. The retention of AlixPartners as restructuring advisor to the Debtors in these Chapter 11 Cases is in the best interest of the Debtors' estates, creditors, and the parties in interest. Further, the Debtors believe that no party in interest will be prejudiced by the granting of the *nunc pro tunc* employment because AlixPartners provided, and will continue to provide, valuable restructuring advisory services to the Debtors' estates, and has been doing so since the Petition Date.

**Notice**

35. No creditors' committee, trustee, or examiner has been appointed in these Chapter 11 Cases. Notice of this Application has been provided to: (a) the Office of the United States

Trustee for the Southern District of New York; (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 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); (f) counsel to KPS Capital Partners, LP, as 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) the parties identified on the Debtors' consolidated list of 30 largest unsecured creditors; and (h) to the extent not listed herein, those parties requesting notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be provided.

**No Previous Request**

36. No previous request for the relief sought herein has been made by the Debtors to this or any other court.

WHEREFORE the Debtors respectfully request entry of the Proposed Order granting the relief requested herein and such other and further relief as the Court may deem just and appropriate.

Dated: September 30, 2020  
New York, New York

/s/ Andrew G. Dietderich

Andrew G. Dietderich  
Brian D. Glueckstein  
Benjamin S. Beller  
Noam R. Weiss  
SULLIVAN & CROMWELL LLP  
125 Broad Street  
New York, New York 10004  
Telephone: (212) 558-4000  
Facsimile: (212) 558-3588  
E-mail: dietdericha@sullcrom.com  
gluecksteinb@sullcrom.com  
bellerb@sullcrom.com  
weissn@sullcrom.com

*Proposed Counsel to the Debtors and Debtors in Possession*

**Exhibit A**

**Proposed Order**

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

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

**ORDER AUTHORIZING DEBTORS TO EMPLOY AND  
RETAIN ALIXPARTNERS, LLP AS THEIR RESTRUCTURING  
ADVISOR *NUNC PRO TUNC* TO THE PETITION DATE**

Upon the application (the “Application”)<sup>2</sup> of Garrett Motion Inc. and certain of its affiliated debtors, as debtors and debtors in possession in the above-captioned Chapter 11 Cases (collectively, the “Debtors”), pursuant to section 327(a) of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the Southern District of New York (the “Local Rules”) for entry of an order authorizing the Debtors to retain and employ AlixPartners, LLP (“AlixPartners”) as restructuring advisor, in accordance with the terms and conditions set forth in that certain engagement letter dated as of March 24, 2020, including any amendments and schedules thereto, attached to the Application as **Exhibit B** (the “Engagement Letter”), *nunc pro tunc* to the Petition Date, all as more fully set forth in the Application and the declaration of Pilar Tarry, annexed to the Application as **Exhibit C** (the “Tarry

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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 available at the claims and noticing agent website established for the Debtors at <http://www.kccllc.net/garrettmotion>. The Debtors’ corporate headquarters is located at La Pièce 16, Rolle, Switzerland.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Application.

Declaration”); and the Court having jurisdiction to consider the Application and the relief requested in accordance with 28 U.S.C. §§ 157 and 1334, and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.); and consideration of the Application and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application having been given as provided in the Application, and such notice having been adequate and appropriate under the circumstances; and it appearing that no other or further notice need be provided; and the Court having reviewed the Application; and the Court having held a hearing on the Application, if necessary (the “Hearing”); and the Tarry Declaration, filed contemporaneously with the Application, and the record of the Hearing; and the Court having determined that the relief sought in the Application is in the best interests of the Debtors, their creditors, and all parties in interest, and that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED THAT:**

1. The Application is approved as set forth herein.
2. Pursuant to Bankruptcy Code sections 327(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Rules 2014-1 and 2016-1, the Debtors are authorized to employ and retain AlixPartners as their restructuring advisor in these Chapter 11 Cases *nunc pro tunc* to the Petition Date, in accordance with the terms and conditions set forth in the Engagement Letter attached to the Application as **Exhibit B**, except as explicitly limited or modified herein.



3. Notwithstanding anything to the contrary in the Engagement Letter, the Indemnification Provisions are hereby modified during the pendency of these Chapter 11 Cases as follows:

- a. All requests by AlixPartners for the payment of indemnification as set forth in the Application and/or Engagement Letter shall be made by means of an application to the Bankruptcy Court and shall be subject to review by the Bankruptcy Court to ensure that payment of such indemnity conforms to the terms of the Application and/or Engagement Letter and is reasonable under the circumstances of the litigation or settlement in respect of which indemnity is sought, provided however, that in no event shall AlixPartners be indemnified in the case of its own bad-faith, self-dealing, breach of fiduciary duty (if any), gross negligence or willful misconduct; and
- b. In the event that AlixPartners seeks reimbursement from the Debtors for attorneys' fees and expenses in connection with the payment of an indemnity claim pursuant to the Application and/or Engagement Letter, the invoices and supporting time records for the attorneys' fees and expenses shall be included in AlixPartners' own applications, both interim and final, and these invoices and time records shall be subject to the Amended Guidelines, the U.S. Trustee Guidelines and the approval of the Bankruptcy Court pursuant to Sections 330 and 331 of the Bankruptcy Code without regard to whether such 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.

4. Any limitation of liability pursuant to the terms and conditions set forth in the Engagement Letter, or otherwise, is hereby eliminated for the duration of these Chapter 11 Cases.

5. AlixPartners is authorized to apply the Retainer and any remaining advance to satisfy any unbilled or other remaining prepetition fees and expenses AlixPartners becomes aware of during its ordinary course billing review and reconciliation. AlixPartners shall apply any remaining amounts of its Retainer as a credit toward postpetition fees and expenses, after such postpetition fees and expenses are approved pursuant to the first order of this Court awarding fees and expenses to AlixPartners.

6. AlixPartners shall file monthly, interim and final fee requests for the allowance of compensation and reimbursement of expenses pursuant to the procedures set forth in sections 330 and 331 of the Bankruptcy Code, applicable Bankruptcy Rules and the Local Rules, the Fee Guidelines, and any other such procedures as may be fixed by order of the Court. AlixPartners shall also make a reasonable effort to comply with the requests for information and additional disclosures as set forth in the Fee Guidelines, both in connection with the Application and all applications for compensation and reimbursement of expenses filed by AlixPartners in these Chapter 11 Cases.

7. Prior to any increases in AlixPartners' rates for any individual retained by AlixPartners and providing services in these Chapter 11 Cases, AlixPartners shall file a supplemental affidavit with the Court and provide ten business days' notice to the Debtors, the United States Trustee and any official committee. The supplemental affidavit 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 United States Trustee retains all rights to object to any rate increase on all grounds including, but not limited to, the reasonableness standard provided for in section 330 of the Bankruptcy Code, and the Court retains the right to review any rate increase pursuant to Section 330 of the Bankruptcy Code.

8. AlixPartners shall use its reasonable best efforts to coordinate with the Debtors' other retained professionals to avoid duplication of services provided to the Debtors in these Chapter 11 Cases.

9. To the extent that there is any inconsistency between the Engagement Letter, the Application and this Order, the provisions of this Order shall apply.

10. The Debtors are authorized and empowered to take all steps necessary or appropriate to implement the relief granted in this Order.

11. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

12. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Dated: \_\_\_\_\_, 2020

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THE HONORABLE MICHAEL E. WILES  
UNITED STATES BANKRUPTCY JUDGE

**Exhibit B**

**Engagement Letter**

# AlixPartners

Mr. Jerome Maironi  
Senior Vice President & General Counsel  
Garrett Motion, Inc.  
Z. A. La Piece 16  
1180 Rolle Switzerland

March 24, 2020

**Re: Agreement for Financial Advisory and Consulting Services**

Dear Mr. Maironi:

This letter, together with the attached Schedule(s) and General Terms and Conditions, sets forth the agreement ("Agreement") between AlixPartners, LLP ("AlixPartners") and Garrett Motion, Inc. and certain of its affiliates and subsidiaries (the "Company") for the engagement of AlixPartners to provide financial advisory and consulting services to the Company.

All defined terms shall have the meanings ascribed to them in this letter and in the attached Schedule(s) and General Terms and Conditions. The Company and AlixPartners are each a "party," and together the "parties."

AlixPartners understands that the Company is considering steps that may include a corporate restructuring and, if necessary to implement such a restructuring, filing for protection under Chapter 11 of the United States Bankruptcy Code.

**Objectives and Tasks**

The responsibilities of AlixPartners will be as follows:

- Assist in developing and implementing cash management and preservation strategies, tactics and processes.
- Work with senior management to identify, evaluate and implement restructuring initiatives, which may include the adjustment of production capacity in connection with any proposed restructuring.
- Assist in communication and/or negotiation with outside constituents, stakeholders and their advisers as requested by the Company.
- Assist the Company in developing contingency plans and financial alternatives in the event an out-of-court restructuring cannot be achieved.
- Support the Company and other professionals so assigned on procuring, negotiating and implementing DIP and exit financing facilities, if needed.
- Coordinate and provide administrative support for an in-court proceeding and assist with developing the Company's Plan of Reorganization or other appropriate case resolution, if needed.

# AlixPartners

Garrett Motion, Inc.  
March 24, 2020  
Page 2 of 10

- Provide assistance in such areas as testimony on matters that are within AlixPartners' areas of expertise.
- Assist with such other matters as may be requested that fall within AlixPartners' expertise and that are mutually agreeable.

## Staffing

Pilar Tarry and Jens Haas will be the managing directors responsible for the overall engagement, assisted by a staff of consultants at various levels who have a wide range of skills and abilities related to this type of assignment. In addition, AlixPartners has relationships with, and may periodically use, independent contractors with specialized skills and abilities to assist in this engagement.

We will periodically review the staffing levels to determine the proper mix for this assignment. We will only use the necessary staff required to complete the requested or planned tasks.

The AlixPartners team will report to Jerome Maironi or such other executive as the Company determines from time to time.

## Timing, Fees and Retainer

AlixPartners will commence this engagement on or about March 24, 2020 after receipt of a copy of the executed Agreement accompanied by the retainer, as set forth on Schedule 1.

In the case the Company determines a chapter 11 proceeding is appropriate, the Company will promptly apply to the Bankruptcy Court to obtain approval of AlixPartners' retention and retainer nunc pro tunc to the date of this Agreement. AlixPartners acknowledges that its retention and the terms thereof are subject to Bankruptcy Court approval.

The Company shall compensate AlixPartners for its services, and reimburse AlixPartners for expenses, as set forth on Schedule 1.

# AlixPartners

Garrett Motion, Inc.  
March 24, 2020  
Page 3 of 10

\* \* \*

If these terms meet with your approval, please sign and return a copy of this Agreement and wire transfer the amount to establish the retainer.

We look forward to working with you.

Sincerely yours,

ALIXPARTNERS, LLP

DocuSigned by:  
  
2A11CCB9A4BA4AA...  
Pilar Tarry  
Managing Director

Acknowledged and Agreed to:

GARRETT MOTION, INC.

By:

Its:

Dated:

DocuSigned by:  


# AlixPartners

## Schedule 1

### Fees and Expenses

1. **Fees:** AlixPartners' fees will be based on the hours spent by AlixPartners personnel at AlixPartners' hourly rates, which are:

Managing Director	US\$1,000 – US\$1,195
Director	US\$800 – US\$950
Senior Vice President	US\$645 – US\$735
Vice President	US\$470 – US\$630
Consultant	US\$175 – US\$465
Paraprofessional	US\$295 – US\$315

AlixPartners reviews and revises its billing rates on January 1 of each year.

2. **Success Fee:** AlixPartners does not seek a success fee in connection with this advisory engagement.
3. **Expenses:** In addition to the Fees set forth in this Schedule, the Company shall pay directly, or reimburse AlixPartners upon receipt of periodic billings, for all reasonable out-of-pocket expenses incurred in connection with this assignment, such as travel, lodging and meals.
4. **Break Fee:** AlixPartners does not seek a break fee in connection with this engagement.
5. **Retainer:** The Company shall pay AlixPartners a retainer of US\$500,000 to be applied against Fees and expenses as set forth in this Schedule and in accordance with Section 2 of the General Terms and Conditions.
6. **Payment:** AlixPartners will submit semi-monthly invoices for services rendered and expenses incurred. All invoices shall be due and payable immediately upon receipt.





## **Data Protection Schedule**

### **Processing, Personal Data and Data Subjects**

#### **1. Processing by AlixPartners**

##### **1.1. Scope**

Restructuring advisory services

##### **1.2. Nature**

Collect, store and analyze data

##### **1.3. Purpose of the Processing**

Prepare analysis requested by client

##### **1.4. Duration of the Processing**

Duration of engagement

#### **2. Types of Personal Data**

- Names (e.g., first or last names, including email addresses or other IDs created using a name)
- Personal Contact Information (e.g., work office location, department, phone number, email address, mailing address)
- Highly confidential business information (e.g., compensation, salaries, bonuses)

#### **3. Categories of Data Subjects**

- Employees
- Business Partners

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General Terms and Conditions

These General Terms and Conditions ("Terms") are incorporated into the Agreement to which these Terms are attached. In case of conflict between the wording in the letter and/or schedule(s) and these Terms, the wording of the letter and/or schedule(s) shall prevail.

**Section 1. Company Responsibilities**

The Company will undertake responsibilities as set forth below:

1. Provide reliable and accurate detailed information, materials, documentation and
2. Make decisions and take future actions, as the Company determines in its sole discretion, on any recommendations made by AlixPartners in connection with this Agreement.

AlixPartners' delivery of the services and the fees charged are dependent on (i) the Company's timely and effective completion of its responsibilities; and (ii) timely decisions and approvals made by the Company's management.

**Section 2. Retainer, Billing, Payments and Taxes**

**Retainer.** Upon execution of the Agreement, the Company shall promptly pay AlixPartners the agreed-upon advance retainer as set forth on Schedule 1. Invoices shall be offset against the retainer. Payments of invoices will be used to replenish the retainer to the agreed-upon amount. Any unearned portion of the retainer will be applied against the final invoice or returned to the Company at the end of the engagement.

**Billing and Payments.** All payments to be made to AlixPartners shall be due and payable upon delivery of invoice via check or wire transfer to AlixPartners' bank account, as shown on the invoice. All amounts invoiced are based on services rendered and expenses incurred to date, and are not contingent upon future services or Work Product (as defined below), or the outcome of any case or matter. "Fees," as used in this Agreement, shall include all amounts payable by the Company to AlixPartners in accordance with Schedule 1, including any success fee or break fee, but excluding reimbursable expenses.

**Taxes.** AlixPartners' fees are exclusive of taxes or similar charges, which shall be the responsibility of the Company (other than taxes imposed on AlixPartners' income generally). If AlixPartners' fees are subject to any taxes, such as State sales tax, Goods and Services Tax/Harmonized Sales Tax or Value Added Tax, then AlixPartners will include such taxes on its invoices as separate line items.

**Section 3. Relationship of the Parties**

The parties intend that an independent contractor relationship will be created by the Agreement. As an independent contractor, AlixPartners will have complete and exclusive charge of the management and operation of its business, including hiring and paying the wages and other compensation of all its employees

and agents, and paying all bills, expenses and other charges incurred or payable with respect to the operation of its business. Employees of AlixPartners will not be entitled to receive from the Company any vacation pay, sick leave, retirement, pension or social security benefits, workers' compensation, disability, unemployment insurance benefits or any other employee benefits. AlixPartners will be responsible for all employment, withholding, income and other taxes incurred in connection with the operation and conduct of its business. Nothing in this Agreement is intended to create, nor shall be deemed or construed to create a fiduciary or agency relationship between AlixPartners and the Company.

AlixPartners is providing advisory and consulting services only, and will not make management decisions for the Company. While AlixPartners may from time to time suggest options that may be available to the Company, the ultimate decision as to such options rests with the Company, and AlixPartners makes no promise or guarantee about the outcome of the Company's matters.

AlixPartners is not an accounting firm and does not give accounting advice or guidance. While AlixPartners' work may involve analysis of accounting, business and other related records, this engagement does not constitute an audit in accordance with either generally accepted auditing standards or the standards of the Public Company Accounting Oversight Board or any other similar governing body.

AlixPartners is not authorized to practice law or provide legal advice. No services provided under this Agreement are intended to be, nor should be construed to be, legal services.

**Section 4. Confidentiality**

Each party shall use reasonable efforts, but in no event less effort than it would use to protect its own confidential information, to keep confidential all non-public confidential or proprietary information obtained from the other party during the performance of AlixPartners' services hereunder (the "Confidential Information"), and neither party will disclose any Confidential Information to any other person or entity. "Confidential Information" includes the terms of this Agreement, non-public confidential and proprietary data, plans, reports, schedules, drawings, accounts, records, calculations, specifications, flow sheets, computer programs, source or object codes, results, models or any work product relating to the business of either party, its subsidiaries, distributors, affiliates, vendors, customers, employees, contractors and consultants.

The foregoing is not intended to prohibit, nor shall it be construed as prohibiting, AlixPartners from making such disclosures of Confidential Information that AlixPartners reasonably believes are required by law or any regulatory requirement or authority to clear client

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General Terms and Conditions

conflicts. AlixPartners may also disclose Confidential Information to its partners, directors, officers, employees, independent contractors and agents who have a need to know the Confidential Information as it relates to the services being provided under this Agreement, provided AlixPartners is responsible for any breach of these confidentiality obligations by any such parties. AlixPartners may make reasonable disclosures of Confidential Information to third parties, such as the Company's suppliers and/or vendors, in connection with the performance of AlixPartners' obligations and assignments hereunder, provided AlixPartners reasonably believes that such third party is bound by confidentiality obligations. In addition, AlixPartners will have the right to disclose to any person that it provided services to the Company or its affiliates and a general description of such services, but shall not provide any other information about its involvement with the Company. The obligations of the parties under this Section 4 shall survive the end of any engagement between the parties for a period of three (3) years.

Work Product (as defined in Section 5) may contain AlixPartners proprietary information or other information that is deemed to be Confidential Information for purposes of this Agreement, and the parties may not want to make public. Therefore, the parties acknowledge and agree that (i) all information (written or oral), including advice and Work Product (as defined in Section 5), generated by AlixPartners in connection with this engagement is intended solely for the benefit and use of the Company in connection with this Agreement, and (ii) no such information shall be used for any other purpose or disseminated to any third parties, or, quoted or referred to with or without attribution to AlixPartners at any time in any manner or for any purpose without AlixPartners' prior approval (not to be unreasonably withheld or delayed), except as required by law. The Company may not rely on any draft or interim Work Product.

#### **Section 5. Intellectual Property**

All analyses, final reports, presentation materials, and other work product (other than any Engagement Tools, as defined below) that AlixPartners creates or develops specifically for the Company and delivers to the Company as part of this engagement (collectively known as "Work Product") shall be owned by the Company and shall constitute Company Confidential Information as defined above. AlixPartners may retain copies of the Work Product and any Confidential Information necessary to support the Work Product subject to its confidentiality obligations in this Agreement.

All methodologies, processes, techniques, ideas, concepts, know-how, procedures, software, tools, templates, models, utilities and other intellectual property that AlixPartners has created, acquired or developed or will create, acquire or develop (collectively, "Engagement Tools"), are, and shall be, the sole and exclusive property of AlixPartners. The Company shall not acquire any interest in the Engagement Tools other than a limited worldwide,

perpetual, non-transferable license to use the Engagement Tools to the extent they are contained in the Work Product.

The Company acknowledges and agrees, except as otherwise set forth in this Agreement, that any Engagement Tools provided to the Company are provided "as is" and without any warranty or condition of any kind, express, implied or otherwise, including, implied warranties of merchantability or fitness for a particular purpose.

#### **Section 6. Framework of the Engagement**

The Company acknowledges that it is retaining AlixPartners solely to assist and advise the Company as described in the Agreement. This engagement shall not constitute an audit, review or compilation, or any other type of financial statement reporting engagement.

#### **Section 7. Indemnification and Other Matters**

The Company shall indemnify, hold harmless and defend AlixPartners and its affiliates and its and their partners, directors, officers, employees and agents (collectively, the "AlixPartners Parties") from and against all claims, liabilities, losses, expenses and damages arising out of or in connection with the engagement of AlixPartners that is the subject of the Agreement. The Company shall pay damages and expenses as incurred, including reasonable legal fees and disbursements of counsel. If, in the opinion of counsel, representing both parties in the matter covered by this indemnification creates a potential conflict of interest, the AlixPartners Parties may engage separate counsel to represent them at the Company's expense.

The Company's indemnification obligations in this Section 7 shall be primary to, and without allocation against, any similar indemnification obligations that AlixPartners may offer to its personnel generally.

AlixPartners is not responsible for any third-party products or services separately procured by the Company. The Company's sole and exclusive rights and remedies with respect to any such third party products or services are against the third-party vendor and not against AlixPartners, whether or not AlixPartners is instrumental in procuring such third-party product or service.

#### **Section 8. Governing Law and Arbitration**

The Agreement is governed by and shall be construed in accordance with the laws of the State of New York with respect to contracts made and to be performed entirely therein and without regard to choice of law or principles thereof.

Any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by arbitration. Each party shall appoint one non-neutral arbitrator. The two party arbitrators shall select a third arbitrator. If within 30 days after their appointment the

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General Terms and Conditions

two party arbitrators do not select a third arbitrator, the third arbitrator shall be selected by the American Arbitration Association (AAA). The arbitration shall be conducted in New York, New York under the AAA's Commercial Arbitration Rules, and the arbitrators shall issue a reasoned award. The arbitrators may award costs and attorneys' fees to the prevailing party. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

Notwithstanding the foregoing, either party may proceed directly to a court of competent jurisdiction to enforce the terms of this Agreement for any claim in connection with (i) the non-payment of Fees or expenses due under this Agreement, or (ii) the non-performance of obligations under Section 7.

In any court proceeding arising out of this Agreement, the parties hereby waive any right to trial by jury.

### **Section 9. Termination and Survival**

The Agreement may be terminated at any time by written notice by one party to the other; provided, however, that notwithstanding such termination APS will be entitled to any Fees and expenses due under the provisions of the Agreement (for fixed fee engagements, fees will be pro rata based on the amount of time completed). Such payment obligation shall inure to the benefit of any successor or assignee of APS.

Additionally, unless the Agreement is terminated by the Company due to APS' material breach (and such material breach continues after 30 days' written notice thereof and opportunity to cure) APS shall remain entitled to the success fee(s), if any, that otherwise would be payable during the 12 months after the date of termination of the Agreement.

Sections 2, 4, 5, 7, 8, 9, 10, 11, 12 and 13 of these Terms, the provisions of Schedule 1 and the obligation to pay accrued fees and expenses shall survive the expiration or termination of the Agreement.

The Agreement may be terminated at any time by written notice by one party to the other; provided, however, that notwithstanding such termination AlixPartners will be entitled to any Fees and expenses due under the provisions of the Agreement (for fixed fee engagements, fees will be pro rata based on the amount of time completed). Such payment obligation shall inure to the benefit of any successor or assignee of AlixPartners.

Additionally, unless the Agreement is terminated by the Company due to AlixPartners' material breach (and such material breach continues after 30 days' written notice thereof and opportunity to cure) AlixPartners shall remain entitled to the success fee(s), if any, that otherwise would be payable during the 12 months after the date of termination of the Agreement.

Sections 2, 4, 5, 7, 8, 9, 10, 11, 12, 13 and 14 of these Terms, the provisions of Schedule 1 and the obligation

to pay accrued fees and expenses shall survive the expiration or termination of the Agreement.

### **Section 10. Non-Solicitation of Employees**

The Company acknowledges and agrees that AlixPartners has made a significant monetary investment recruiting, hiring and training its personnel. During the term of this Agreement and for a period of two years after the final invoice is rendered by AlixPartners with respect to this engagement (the "Restrictive Period"), the Company and its affiliates agree not to directly or indirectly hire, contract with, or solicit the employment of any of AlixPartners' Managing Directors, Directors, or other employees/ contractors.

If during the Restrictive Period the Company or its affiliates directly or indirectly hires or contracts with any of AlixPartners' Managing Directors, Directors, or other employees/contractors in violation of the preceding paragraph, the Company agrees to pay to AlixPartners as liquidated damages and not as a penalty the sum total of: (i) for a Managing Director, \$1,000,000; (ii) for a Director, \$500,000; and (iii) for any other employee/contractor, \$250,000. The Company acknowledges and agrees that liquidated damages in such amounts are (x) fair, reasonable and necessary under the circumstances to reimburse AlixPartners for the costs of recruiting, hiring and training its employees as well as the lost profits and opportunity costs related to such personnel, and to protect the significant investment that AlixPartners has made in its Managing Directors, Directors, and other employees/ consultants; and (y) appropriate due to the difficulty of calculating the exact amount and value of that investment.

### **Section 11. Limitation of Liability**

THE ALIXPARTNERS PARTIES SHALL NOT BE LIABLE TO THE COMPANY, OR ANY PARTY ASSERTING CLAIMS ON BEHALF OF THE COMPANY, EXCEPT FOR DIRECT DAMAGES FOUND IN A FINAL DETERMINATION TO BE THE DIRECT RESULT OF THE GROSS NEGLIGENCE, BAD FAITH, SELF-DEALING OR INTENTIONAL MISCONDUCT OF ALIXPARTNERS. THE ALIXPARTNERS PARTIES SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS, LOST DATA, REPUTATIONAL DAMAGES, PUNITIVE DAMAGES OR ANY OTHER SIMILAR DAMAGES UNDER ANY CIRCUMSTANCES, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE ALIXPARTNERS PARTIES' AGGREGATE LIABILITY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, IS LIMITED TO THE AMOUNT OF FEES PAID TO ALIXPARTNERS FOR SERVICES UNDER THIS AGREEMENT (OR IF THE CLAIM ARISES FROM AN ADDENDUM TO THIS AGREEMENT, UNDER THE APPLICABLE ADDENDUM) (THE "LIABILITY CAP"). The Liability Cap is the total limit of the AlixPartners Parties' aggregate liability for any and all claims or demands by anyone pursuant to this Agreement, including liability to the Company, to any other parties hereto, and to any others making claims relating to the work performed by AlixPartners pursuant to this Agreement. Any such claimants shall

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General Terms and Conditions

allocate any amounts payable by the AlixPartners Parties among themselves as appropriate, but if they cannot agree on the allocation it will not affect the enforceability of the Liability Cap. Under no circumstances shall the aggregate of all such allocations or other claims against the AlixPartners Parties pursuant to this Agreement exceed the Liability Cap.

**Section 12. General**

**Equitable Remedies.** Each party acknowledges and agrees that money damages alone may not be an adequate remedy for a breach of the Agreement. Each party agrees that the non-breaching party shall have the right to seek a restraining order and/or an injunction for any breach of the Agreement. If any provision of the Agreement is found to be invalid or unenforceable, then it shall be deemed modified or restricted to the extent and in the manner necessary to render the same valid and enforceable.

**Severability.** If any portion of the Agreement shall be determined to be invalid or unenforceable, the remainder shall be valid and enforceable to the maximum extent possible.

**Entire Agreement.** This Agreement, including the letter, the Terms and the schedule(s), contains the entire understanding of the parties relating to the services to be rendered by AlixPartners and supersedes any other communications, agreements, understandings, representations, or estimates among the parties (relating to the subject matter hereof) with respect to such services. The Agreement, including the letter, the Terms and the schedule(s), may not be amended or modified in any respect except in a writing signed by the parties. AlixPartners is not responsible for performing any services not specifically described herein or in a subsequent writing signed by the parties.

**Related Matters.** If an AlixPartners Party is required by applicable law, legal process or government action to produce information or testimony as a witness with respect to this Agreement, the Company shall reimburse AlixPartners for any professional time and expenses (including reasonable external and internal legal costs and e-discovery costs) incurred to respond to the request, except in cases where an AlixPartners Party is a party to the proceeding or the subject of the investigation.

**Joint and Several.** If more than one party signs this Agreement, the liability of each party shall be joint and several. In addition, in the event more than one entity is included in the definition of Company under this Agreement, the Company shall cause each other entity which is included in the definition of Company to be jointly and severally liable for the Company's liabilities and obligations set forth in this Agreement.

**Third-Party Beneficiaries.** The AlixPartners Parties shall be third-party beneficiaries with respect to Section 7 hereof.

**Notices.** All notices required or permitted to be delivered under the Agreement shall be sent, if to AlixPartners, to:

AlixPartners, LLP  
2000 Town Center, Suite 2400  
Southfield, MI 48075  
Attention: General Counsel

and if to the Company, to the address set forth in the Agreement, to the attention of the Company's General Counsel, or to such other name or address as may be given in writing to AlixPartners. All notices under the Agreement shall be sufficient only if delivered by overnight mail. Any notice shall be deemed to be given only upon actual receipt.

**Section 13. Bankruptcy Related Matters**

Notwithstanding any to the contrary in these Terms, in the event the Company files for protection under the U.S. Bankruptcy Code, the following provisions will prevail:

The Company shall promptly apply to the Bankruptcy Court for approval of the Company's retention of AlixPartners under the terms of the Agreement. The form of retention application and proposed order shall be reasonably acceptable to AlixPartners. AlixPartners shall have no obligation to provide any further services if the Company becomes a debtor under the U.S. Bankruptcy Code unless AlixPartners' retention under the terms of the Agreement is approved by a final order of the Bankruptcy Court reasonably acceptable to AlixPartners. The Company shall assist, or cause its counsel to assist, with filing, serving and noticing of papers related to AlixPartners' fee and expense matters.

The Company and AlixPartners agree that the Bankruptcy Court shall have exclusive jurisdiction over any and all matters arising under or in connection with this Agreement.

AlixPartners will have the right to obtain independent legal counsel to obtain advice with respect to its services under this engagement. The Company will reimburse AlixPartners' for the reasonable fees and expenses of such independent legal counsel.

AlixPartners acknowledges that, during the pendency of any Bankruptcy Court approved retention, the indemnification provisions and Liability Cap set forth above may be subject to modification as stated within the Bankruptcy Court's retention order.

Due to the ordinary course and unavoidable reconciliation of fees and submission of expenses immediately prior to, and subsequent to, the date of filing, AlixPartners may have incurred but not billed fees and reimbursable expenses which relate to the prepetition period. AlixPartners will seek Bankruptcy Court approval to apply the retainer to these amounts.

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 General Terms and Conditions

If AlixPartners finds it desirable to augment its consulting staff with independent contractors (an "I/C") in this case, (i) AlixPartners will file, and require the I/C to file, 2014 affidavits indicating that the I/C has reviewed the list of the interested parties in this case, disclosing the I/C's relationships, if any, with the interested parties and indicating that the I/C is disinterested; (ii) the I/C must remain disinterested during the time that AlixPartners is involved in providing services on behalf of the Company; and (iii) the I/C must represent that he/she will not work for the Company or other parties in interest in this case during the time AlixPartners is involved in providing services to the Company. AlixPartners' standard practice is to charge for an I/C's services at the rate equal to the compensation provided by AlixPartners to such I/C.

#### **Section 14. Data Protection**

All capitalized terms used in this Section and not otherwise defined in this Agreement shall have the meanings given to them in the General Data Protection Regulation ((EU) 2016/679) (the "GDPR") and all applicable legislation implementing any provisions of the GDPR as may be enacted from time to time (together the "Data Protection Legislation").

The parties acknowledge and agree that, in performing services pursuant to this Agreement, AlixPartners may from time to time be required to Process certain Personal Data on behalf of the Company. In such cases: (1) the Company will ensure that it is lawfully permitted to transfer the Personal Data to AlixPartners for the purposes of AlixPartners performing services under this Agreement; and (2) AlixPartners shall (i) act as the Company's Processor for the purposes of the Data Protection Legislation; (ii) only Process such Personal Data in accordance with the Company's written instructions (including when making an international transfer of Personal Data) unless required to do so by law; (iii) implement appropriate technical and organisational measures to reasonably protect that Personal Data against unauthorized or unlawful Processing and accidental, unauthorized or unlawful loss, destruction, alteration, damage, disclosure or access; and (iv) obtain commitments from all AlixPartners' personnel who have access to and/or Process such Personal Data to keep such Personal Data confidential.

If AlixPartners is Processing Personal Data relating to individuals located in the EU or otherwise subject to the Data Protection Legislation, (x) AlixPartners and the Company shall each comply with all relevant provisions of the Data Protection Legislation, and (y) the nature and extent of such Processing shall be set out in the GDPR Data Protection Schedule of this Agreement. AlixPartners shall, in relation to any Personal Data processed by AlixPartners in connection with this Agreement: (1) at the Company's cost, assist the Company in complying with its obligations as the Controller (or as Processor, as the case may be) of the Personal Data, to respond to requests from Data Subjects exercising their rights set out in Articles 12 to 22 of the GDPR; (2) notify the Company without undue

delay on becoming aware of a Personal Data Breach; (3) upon termination or expiration of this Agreement, at the written direction of the Company either delete or return any Personal Data and any copies thereof to the Company (except to the extent AlixPartners is required by law to retain such Personal Data, and except for Personal Data located on AlixPartners' disaster recovery or backup systems where it will be destroyed upon the normal expiration of the backup files); and (4) maintain appropriate records to demonstrate compliance with this Section.

AlixPartners is part of an international business, headquartered in the United States of America ("US"). AlixPartners may in the ordinary course of its business, including the performance of the services under this Agreement, transfer Personal Data received outside the US to its US-based affiliates. AlixPartners' US-based affiliates are certified under the EU-US Privacy Shield framework and any transfer of Personal Data from outside the US to its US-based affiliates will be transferred subject to, and in accordance with, the Privacy Shield requirements. AlixPartners' entities located in the EU have also entered into standard data protection clauses (in accordance with Article 46.2 (c) of the GDPR) with their non-EU-based affiliates. The Company acknowledges and agrees that AlixPartners, as reasonably required for the performance of the services pursuant to this Agreement, be permitted to transfer Personal Data to its affiliates, subject to, and in accordance with, the Privacy Shield requirements and/or the aforementioned standard data protection clauses. Except as allowed above, AlixPartners shall not transfer any Personal Data received in the EU and subject to the Data Protection Legislation outside of the European Economic Area without the prior written consent of the Company.

The Company consents to AlixPartners appointing third party Processors of Personal Data under this Agreement. AlixPartners confirms that it will enter into a written agreement with any third-party Processor prior to supplying them with the Personal Data, incorporating terms which are substantially similar to those set forth in this Section. As between the Company and AlixPartners, AlixPartners shall remain fully liable for all acts or omissions of any third-party Processor appointed by AlixPartners pursuant to this paragraph.

# AlixPartners

Mr. Jerome Maironi  
Senior Vice President and General Counsel  
Garrett Motion, Inc.  
Z. A. La Piece 16  
1180 Rolle Switzerland

September 15, 2020

**Re: GDPR Data Processing Amendment**

Dear Mr. Maironi:


With the invalidation of the Privacy Shield and in preparation for the end of the Brexit transition period on December 31, 2020, we want to ensure our clients are able to lawfully transfer personal data at all times. Businesses located in the European Economic Area ("EEA"), Switzerland, and United Kingdom ("U.K.") are no longer able to rely on Privacy Shield when transferring personal data to the United States ("U.S."). Additionally, at the end of the Brexit transition period, data transfers from the EEA or Switzerland to the U.K. will be deemed "international data transfers" under the General Data Protection Regulation ("GDPR").

To maintain continual compliance with GDPR, we are updating our Data Processing Addendum ("DPA") to now include Standard Contractual Clauses ("SCCs") to provide a lawful data transfer mechanism from the EEA to non-EEA territories (e.g., the United States, U.K.).

We kindly request that you promptly review and sign the attached revised DPA if you send Personal Data to AlixPartners as a part of our engagement. The DPA will be effective once you send the executed document to [DPA@alixpartners.com](mailto:DPA@alixpartners.com). Please also send a copy to my attention. **Once executed, the parties agree the DPA shall be deemed incorporated by reference and made a part of the engagement letter between our respective companies dated March 24, 2020 (the "Engagement Letter").** Unless otherwise modified by the terms of the DPA, all terms and conditions, including any defined terms, of the Engagement Letter shall remain in effect.

Thank you for the continued partnership.

Sincerely yours,



ALIXPARTNERS, LLP

Pilar Tarry  
Managing Director

## **DATA PROCESSING EXHIBIT**

### **Data Protection**

All capitalised terms used in this Section and not otherwise defined in this Agreement shall have the meanings given to them in the General Data Protection Regulation ((EU) 2016/679) (the "GDPR") or such other applicable data protection laws, including those of the United Kingdom, the European Union and the United States of America (together the "Applicable Data Protection Legislation").

- a) **Processing of Personal Data.** The Parties acknowledge and agree that, in performing Services pursuant to this Agreement, AlixPartners may from time to time be required to Process Personal Data on behalf of the Company. AlixPartners acknowledges that due to certain mandatory data protection laws, the handling of Personal Data is subject to certain legal requirements. In such cases: (1) the Company will ensure that it is lawfully permitted to transfer the Personal Data to AlixPartners for the purposes of AlixPartners performing the Services under this Agreement; and (2) AlixPartners shall (i) act as the Company's Data Processor or Service Provider for the purposes of the Applicable Data Protection Legislation; (ii) only Process such Personal Data in accordance with the Company's written instructions (including when making an international transfer of Personal Data) unless required to do so by law; (iii) implement appropriate technical and organisational measures to reasonably protect that Personal Data against unauthorized or unlawful Processing and accidental, unauthorised or unlawful loss, destruction, alteration, damage, disclosure or access; and (iv) where applicable, inform all its employees, agents and/or approved sub-processors engaged in processing the Personal Data of the confidential nature of the Personal Data, and shall ensure that all such persons are bound to a duty of confidentiality, or are under an appropriate statutory obligation of confidentiality.
- b) **Compliance with Applicable Data Protection Legislation.** AlixPartners and the Company shall each comply with all relevant provisions of the Applicable Data Protection Legislation, and the nature and extent of such Processing shall be set out in the Data Protection Schedule of this Agreement. AlixPartners shall, in relation to any Personal Data processed by AlixPartners in connection with this Agreement: (1) at the Company's cost (including hourly fees at AlixPartners' standard hourly rates), assist the Company in complying with its obligations under Applicable Data Protection Legislation to respond to requests from Data Subjects exercising their rights and respond to any other correspondence, enquiry or complaint received from a Data Subject, regulator or other third party in connection with the processing of such Data Subject's Personal Data; (2) notify the Company in accordance with Applicable Data Protection Legislation without undue delay on becoming aware of a Personal Data Breach or any request by a Data Subject or regulator regarding Personal Data AlixPartners is processing on behalf of the Company; (3) AlixPartners shall promptly inform the Company if, in its opinion, an instruction from the Company violates Applicable Data Protection Legislation; (4) at the Company's cost (including hourly fees at AlixPartners' standard hourly rates), upon termination or expiration of this Agreement, at the written direction of the Company either delete or return any Personal Data and any copies thereof to the Company (except to the extent AlixPartners is required by law to retain such Personal Data, and except for Personal Data located on AlixPartners' disaster recovery or backup systems where it will be destroyed upon the normal expiration of the backup files); (5) at the Company's cost (including hourly fees at AlixPartners' standard hourly rates), assist the Company in complying with its obligations under Applicable Data Protection Legislation to notify Data Subjects and regulators, complete privacy assessments, and meet security requirements; and (6) maintain appropriate records to demonstrate compliance with this Section.



- c) Cross-border Transfers. AlixPartners is an international business, headquartered in the United States of America ("US"). AlixPartners may in the ordinary course of its business, including the performance of the Services under this Agreement, transfer Personal Data received outside the US to its US-based Affiliates and/ or any other AlixPartners' Affiliates globally in accordance with Applicable Data Protection Legislation. The Company acknowledges and agrees that AlixPartners, as reasonably required for the performance of the Services pursuant to this Agreement, be permitted to transfer Personal Data to its Affiliates in accordance with Applicable Data Protection Laws.

In cases of Personal Data leaving the European Economic Area ("EEA"), the Company agrees and AlixPartners hereby undertakes to procure that the AlixPartners Affiliate(s) importing the data (the "AlixPartners Data Importer(s)") agrees to be bound by the Standard Contractual Clauses (C2P 2010/87/EU) (the "SCCs") save that the optional indemnification clause shall not apply in accordance with the remainder of this clause and to that effect the Company is the "Data Exporter" and AlixPartners Data Importer(s) that receive such Personal Data outside the EEA is the "Data Importer" as defined in the SCCs. The Data Protection Schedule of this Agreement will serve as Appendix I for the purposes of the SCCs so entered into by the Company and the AlixPartners Data Importer(s). The Member State in which the Company is established shall provide the governing law under clause 9 of the SCCs provided that in the event the Company is not established in a jurisdiction that forms part of the European Economic Area the law applicable to this Agreement shall provide the governing law under clause 9 of the SCCs. The Company hereby agrees that the AlixPartners' Data Importer(s)' liability to the Company under the SCCs and this Agreement shall be determined solely by the terms of the Engagement Letter as applicable to AlixPartners, including (without limitation) any limitations on and/ or exclusions from liability contained in the Agreement.

- d) Third Party Processors. The Company consents to AlixPartners appointing third party Processors of Personal Data under this Agreement. AlixPartners confirms that it will enter into a written agreement with any third-party Processor prior to supplying them with the Personal Data, incorporating terms which are substantially similar to those set forth in this Section. As between the Company and AlixPartners, AlixPartners shall remain fully liable for all acts or omissions of any third-party Processor appointed by AlixPartners pursuant to this paragraph. Applicable Laws. AlixPartners will comply with all applicable laws including without limitation all Applicable Data Protection Legislation, and other general data protection and privacy regulations.
- e) Technical and Organizational Measures. AlixPartners will maintain and enforce physical and logical security and provide technical and organizational safeguards (<https://www.alixpartners.com/it-1000/>) that ensure a level of security appropriate to the risks presented by the processing. These technical and organisational measures will serve as Appendix 2 for the purposes of the SCCs so entered into by the Company and the AlixPartners Data Importer(s).
- f) Audits. Upon reasonable notice to AlixPartners, AlixPartners shall permit Company (or a mutually agreed third-party auditor) to audit AlixPartners's compliance with this Section and to that effect shall make available records and supporting documentation, necessary to conduct such audit. Company will not exercise its audit rights more than once in any twelve (12) calendar month period, except (i) if and when required by instruction of a competent data protection authority; or (ii) Company believes a further audit is necessary due to an AlixPartners Personal Data Breach.

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Acknowledged and Agreed to:



**Garrett Motion, Inc. (Data Exporter)**

Name: Mr. Jerome Maironi

Position: Sr. Vice President and General Counsel

Dated: September 16, 2020

### **Data Protection Schedule**

1. Data Processing by AlixPartners

- a. Scope: Scope of the processing is described in the agreement above and limited to the purposes described in the Engagement Letter.
- b. Nature: The nature of processing will include receiving, storing, analyzing, transmitting to appropriate parties, and disposing of Personal Data.
- c. Purpose of the Processing: The purpose of processing is to provide the services described in the Engagement Letter.
- d. Duration of the Processing: AlixPartners will process Personal Data for the duration of the engagement life cycle.

2. AlixPartners will process the selected types of Personal Data as a part of this engagement:

Contact information (Contact Details, Address, Email Address, Phone Numbers, etc.)

Employment Information (Salary, Job Title, Personnel Number, Office location, etc.)

3. AlixPartners will process Personal Data of the selected categories of Data Subjects:

Employees/Members/Contractors of Data Controller

Clients of Data Controller

**Exhibit C**

**Tarry Declaration**

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

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

**DECLARATION OF PILAR TARRY IN SUPPORT OF THE APPLICATION OF  
THE DEBTORS FOR ENTRY OF AN ORDER AUTHORIZING THE EMPLOYMENT  
AND RETENTION OF ALIXPARTNERS, LLP AS THEIR  
RESTRUCTURING ADVISOR *NUNC PRO TUNC* TO THE PETITION DATE**

I, Pilar Tarry, make this Declaration pursuant to 28 U.S.C. § 1746, and state:

1. I am a Managing Director of AlixPartners, LLP (“AlixPartners”), which has a principal place of business at 909 Third Avenue, 30th Floor, New York, New York 10022. Except as otherwise noted, I have personal knowledge of the matters set forth herein.

2. I submit this declaration (the “Declaration”) in support of the Debtors’ Application for Entry of an Order Authorizing the Employment and Retention of AlixPartners, LLP as their restructuring advisor *Nunc Pro Tunc* to the Petition Date (the “Application”).<sup>2</sup>

**AlixPartners’ Qualifications**

3. AlixPartners is an internationally recognized restructuring and turnaround firm with both substantial experience providing restructuring advisory services and a well-respected

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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 available at the claims and noticing agent website established for the Debtors 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 shall have the meanings ascribed to them in the Application.

reputation for past services it has rendered in numerous large and complex chapter 11 cases on behalf of debtors and creditors.

4. AlixPartners has assisted, advised, and provided strategic advice to debtors, creditors, bondholders, investors, and other entities in numerous chapter 11 cases of similar size and complexity to these Chapter 11 Cases. Its professionals have provided restructuring or crisis management services in many large cases, including recent filings in this District. *See, e.g., In re Grupo Aeromexico S.A.B. de C.V.*, No. 20-11563 (SCC) (Bankr. S.D.N.Y. Sept. 22, 2020); *Jason Industries, Inc.*, No. 20-22766 (RDD) (Bankr. S.D.N.Y. Aug. 24, 2020); *In re LSC Communications, Inc.*, No. 20-10950 (SHL) (Bankr. S.D.N.Y. May 12, 2020); *In re Purdue Pharma L.P.*, Case No. 19-23649 (RDD) (Bankr. S.D.N.Y. Nov. 21, 2019); *In re Deluxe Entertainment Services Group Inc.*, Case No. 19-23774 (RDD) (Bankr. S.D.N.Y. Nov. 14, 2019); *In re Fullbeauty Brands Holdings Corp.*, Case No. 19-22185 (RDD) (Bankr. S.D.N.Y. Mar. 7, 2019); *In re Ditech Holding Corporation*, Case No. 19-10412 (JLG) (Bankr. S.D.N.Y. Mar. 25, 2019); *In re Pacific Drilling S.A., et al.*, Case No. 17-13193 (MEW) (Bankr. S.D.N.Y. Dec. 14, 2017); *In re CGG Holdings (U.S.) Inc.*, Case No. 17-11637 (MG) (Bankr. S.D.N.Y. July 14, 2017); *In re Ultrapetrol Limited*, Case No. 17-22168 (RDD) (Bankr. S.D.N.Y. Mar. 7, 2017); *In re SIGA Technologies, Inc.*, Case No. 14-12623 (SHL) (Bankr. S.D.N.Y. Nov. 14, 2014); *In re MPM Silicones, LLC*, Case No. 14-22503 (RDD) (Bankr. S.D.N.Y. May 16, 2014); *In re Residential Capital, LLC*, Case No. 12-12020 (MG) (Bankr. S.D.N.Y. Aug. 10, 2012); *In re TBS Shipping Services, Inc.*, Case No. 12-22224 (RDD) (Bankr. S.D.N.Y. Feb. 28, 2012); and *In re United Retail Group, Inc.*, Case No. 12-10405 (SMB) (Bankr. S.D.N.Y. Feb. 23, 2012).

5. AlixPartners has also performed substantial prepetition restructuring advisory work to the Debtors. As a result, AlixPartners acquired significant knowledge of the Debtors and their businesses and is intimately familiar with the Debtors' financial affairs, liquidity, operations, and

related matters. Likewise, in providing prepetition services to the Debtors, AlixPartners' professionals have worked closely with the Debtors' management and other advisors, including Sullivan & Cromwell, Perella Weinberg Partners and Morgan Stanley. Accordingly, AlixPartners has experience, expertise, and specific relevant knowledge regarding the Debtors that will enable it to provide effective and efficient services in these Chapter 11 Cases.

6. If the Application is approved, AlixPartners Personnel, with substantial expertise in providing the restructuring advisory services to the Debtors, will continue to provide services to the Debtors. Such personnel will continue to work closely with the Debtors' management and other professionals throughout the process. By virtue of the expertise of its restructuring personnel and the significant work AlixPartners performed for the Debtors during the months leading up to the filing, AlixPartners is well qualified to provide services to and represent the Debtors' interests in these Chapter 11 Cases.

#### **Services to be Provided**

7. Subject to further order of the Court, AlixPartners may provide the services described in the Engagement Letter including, but not limited to, the following (collectively, the "Restructuring Advisory Services"):

- Assist in developing and implementing cash management and preservation strategies, tactics and processes.
- Work with senior management to identify, evaluate and implement restructuring initiatives.
- Assist in communication and/or negotiation with outside constituents, stakeholders and their advisers as requested by the Debtors.
- Assist the Debtors in developing contingency plans and financial alternatives in the event an out-of-court restructuring cannot be achieved.
- Support the Debtors and other professionals so assigned on procuring, negotiating and implementing DIP and exit financing facilities, if needed.
- Coordinate and provide case administration support for an in-court proceeding and assist with developing the Debtors' Plan of

Reorganization or other appropriate case resolution, if needed.

- Provide assistance in such areas as testimony on matters that are within AlixPartners' areas of expertise.
- Assist with such other matters as may be requested that fall within AlixPartners' expertise and that are mutually agreeable.

8. The Restructuring Advisory Services are necessary to the restructuring efforts of the Debtors during the pendency of these Chapter 11 Cases.

**No Duplication of Services**

9. AlixPartners understands the Debtors may retain additional professionals during the term of its engagement and will work cooperatively with such professionals to integrate any respective work conducted by the professionals on behalf of the Debtors. The Restructuring Advisory Services provided by AlixPartners will complement, and not duplicate, the services to be rendered by any other professional retained in these Chapter 11 Cases.

**Professional Compensation and Expense Reimbursement**

10. AlixPartners' decision to accept this engagement to provide Restructuring Advisory Services to the Debtors is conditioned upon its ability to be retained in accordance with its customary terms and conditions of employment, compensated for its services, and reimbursed for the out-of-pocket expenses it incurs in accordance with its customary billing practices, as set forth in Schedule 1 of the Engagement Letter (the "Fee and Expense Structure").

11. AlixPartners' standard hourly rates for 2020, subject to periodic adjustments, are as follows:

Title	Hourly Rate
Managing Director	\$1,000 – \$1,195
Director	\$800 – \$950
Senior Vice President	\$645 – \$735



Vice President	\$470 – \$630
Consultant	\$175 – \$465
Paraprofessional	\$295 – \$315

12. AlixPartners reviews and revises its billing rates on January 1 of each year. Changes in applicable hourly rates will be noted on the invoices for the first time period in which the revised rates became effective.

13. In addition to compensation for professional services rendered by AlixPartners' Personnel, AlixPartners will seek reimbursement for reasonable and necessary expenses incurred in connection with these Chapter 11 Cases, including but not limited to transportation costs, lodging, and meals.

14. The Fee and Expense Structure is consistent with and typical of compensation arrangements entered into by AlixPartners and other comparable firms that render similar services under similar circumstances. I believe that the Fee and Expense Structure is reasonable, market-based, and designed to compensate AlixPartners fairly for its work and expenses.

15. To the extent AlixPartners uses the services of independent contractors (the "Contractors") in these Chapter 11 Cases, AlixPartners shall: (a) pass through the cost of such Contractors to the Debtors at the same rate that AlixPartners pays the Contractors; (b) seek reimbursement for actual costs incurred; (c) ensure that the Contractors are subject to the same conflict checks as required for AlixPartners; and (d) file with the Court such disclosures required by Bankruptcy Rule 2014.

16. AlixPartners intends to apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with these Chapter 11 Cases consistent with the Fee and Expense Structure, subject to this Court's approval and in compliance with General Order M-412 (Order Establishing Procedures for Monthly Compensation and

Reimbursement of Expenses of Professionals, dated December 21, 2010 (Gonzalez, C.J.)), Administrative Order M-447 (Amended Guidelines for Fees and Disbursements for Professionals in Southern District of New York Bankruptcy Cases, dated January 29, 2013 (Morris, C.J.)), and the U.S. Trustee Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 (Appendix A to 28 C.F.R. § 58) (collectively, the “Fee Guidelines”), sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other further orders of the Court, both in connection with this Application and the interim and final fee applications to be filed by AlixPartners in these Chapter 11 Cases. Moreover, the Debtors are advised that AlixPartners will, to the best of its ability, comply with the Office of the U.S. Trustee’s requests for information and additional disclosures as set forth in the Fee Guidelines.

17. AlixPartners will maintain records in support of any fees (in 1/10th of an hour increments), costs, and expenses incurred in connection with services rendered in these Chapter 11 Cases. Records will be arranged by category and nature of the services rendered and will include reasonably detailed descriptions of services provided to the Debtors.

18. AlixPartners often works for compensation that includes hourly-based fees and performance-based, contingent-incentive compensation earned upon achieving meaningful results. AlixPartners does not currently request a success fee in these Chapter 11 Cases but reserves the right to negotiate a success fee with Debtors if the scope of service changes, and then present it to this Court for approval.

19. AlixPartners received a retainer in the amount of \$500,000 from the Debtors (the “Retainer”). According to AlixPartners’ books and records, during the 90-day period prior to the Petition Date, the Debtors paid AlixPartners \$3,957,695.41 in aggregate for professional services

performed and expenses incurred, including advanced payments of \$725,000, of which \$470,054 was applied to fees and expenses prior to the Petition Date, and excluding the Retainer.

20. Due to the ordinary course and unavoidable reconciliation of fees and submission of expenses immediately prior to, and subsequent to, the Petition Date, AlixPartners may have incurred but not billed fees and reimbursable expenses that relate to the prepetition period. Approval is sought from this Court for AlixPartners to apply the Retainer and any remaining advance to these amounts. Upon the entry of an Order approving the relief requested herein, the Debtors will not owe AlixPartners any sums for prepetition services.

#### **Indemnification Provisions**

21. As a material part of the consideration for which AlixPartners agreed to provide the services described herein, the Debtors agreed to the indemnification provisions contained in the General Terms and Conditions included with the Engagement Letter of the Engagement Letter (collectively, the “Indemnification Provisions”). The Indemnification Provisions contain standard indemnification language with respect to AlixPartners’ services including, without limitation, an agreement by the Debtors to (i) indemnify, hold harmless, and defend AlixPartners and its affiliates and its and their partners, directors, officers, employees, and agents (collectively, the “AlixPartners Parties”) from and against all claims, liabilities, losses, expenses and damages arising out of or in connection with the engagement of AlixPartners that is the subject of the Engagement Letter, except to the extent caused by gross negligence, bad faith, self-dealing or willful misconduct of any AlixPartners Parties and (ii) pay damages and expenses as incurred, including reasonable legal fees and disbursements of counsel.

22. The terms and conditions of the Indemnification Provisions were negotiated by the Debtors and AlixPartners at arm’s length and in good faith. The Indemnification Provisions contained in the Engagement Letter and as modified herein, viewed in conjunction with the other

terms of AlixPartners' proposed retention, are reasonable, customary, comparable to other consulting firms providing financial advisory services, and in the best interest of the Debtors, their estates, and creditors in light of the fact that the Debtors require AlixPartners' services to successfully reorganize.

23. The Engagement Letter further provides that the AlixPartners Parties shall not be held liable for incidental, consequential or special damages, lost profits, lost data, reputational damages, punitive damages or any other similar damages under any circumstances, and that the aggregate liability of the AlixPartners Parties for any claims relating to the Engagement Letter is limited to the amount of fees paid to AlixPartners thereunder. Pursuant to the Proposed Order, AlixPartners will agree to eliminate any limitations on liability contained in the Engagement Letter for the duration of these Chapter 11 Cases.

#### **AlixPartners' Disinterestedness**

24. In connection with its proposed retention by the Debtors in these Chapter 11 Cases, AlixPartners undertook a lengthy review to determine whether it had any conflicts or other relationships that might cause it not to be disinterested or to hold or represent an interest adverse to these Chapter 11 Cases. Specifically, AlixPartners obtained from the Debtors and/or their representatives the names of individuals and entities that may be parties in interest in these chapter 11 cases ("Potential Parties in Interest"). The Debtors organized the Potential Parties in Interest by category and the categories are listed on Schedule 1 attached hereto. A search was performed for connections to the Parties in Interest as to AlixPartners Holdings, LLP ("Holdings"), AlixPartners' parent company, and each of AlixPartners Holdings' U.S. and non-U.S. subsidiary affiliates. Results are disclosed for connections to potential parties interest. In addition, an email is sent to all of their professionals inquiring of any potential connections.

25. Based on that review, AlixPartners represents that, to the best of its knowledge, AlixPartners knows of no fact or situation that would represent a conflict of interest for AlixPartners with regard to the Debtors. Unless otherwise noted, references to AP in the disclosures below collectively refer to AlixPartners, Holdings, and each of their subsidiary affiliates (collectively, "AP"). AlixPartners wishes to disclose the following:

- The equity capital of Holdings is owned individually by: (i) the Managing Directors of AlixPartners; (ii) Lakeview Capital Holdings, Inc., the Jay Alix Living Trust and other affiliates of Jay Alix (collectively the "Lakeview Parties"); (iii) affiliates of each of (a) Caisse de dépôt et placement du Québec ("CDPQ"), (b) Investcorp Bank B.S.C. ("IVC"), and (c) Public Sector Pension Investment Board ("PSP Investments"); and (iv) other individuals and trusts. Neither CDPQ, nor IVC, nor the Lakeview Parties, nor PSP Investments (collectively, the "Investors"), nor any Managing Director, other individual or trust separately owns a majority of the equity capital of Holdings directly or indirectly or separately controls the Boards of either Holdings or AlixPartners. None of the Investors own any of the bank or other debt of AlixPartners.

CDPQ is an institutional investor that manages funds primarily on behalf of a number of Quebec-based public pension and insurance plans. As one of Canada's leading institutional fund managers, CDPQ invests globally in major financial markets, private equity, infrastructure and real estate.

IVC is a leading global provider and manager of alternative investment products.

The Lakeview Parties and related entities are entities owned or controlled by Jay Alix that, among other things, make investments on behalf of Mr. Alix and his family.

PSP Investments is a Canadian Crown corporation established in 1999 to manage employer and employee contributions made after April 1, 2000 to the Canadian Federal Public Service, the Canadian Forces and the Royal Canadian Mounted Police pension funds. It is also responsible for contributions made after March 1, 2007 to the Canadian Reserve Force Pension Fund. PSP Investments manages a diversified global portfolio composed of investments in public financial markets, private equity, infrastructure, natural resources, real estate and private debt.

Designees of the Investors or their subsidiaries serve as some of the members of the Boards of Directors of each of AlixPartners and Holdings (collectively, the "Boards"). In addition to their investments in Holdings, all of the Investors have substantial investments unrelated to AP. Accordingly, as a precautionary matter, AP maintains information barriers designed to prevent confidential client information, including the names of clients likely to be involved in reorganization proceedings under the Bankruptcy Code, from being shared with the Investors or their designees on the Boards.

To that end, no material nonpublic information about the Debtors has been or will be furnished by AP to the Investors, the InvestCos (as defined below) or their Board designees, and AP will continue to abide by its confidentiality obligations to the Debtors. AP operates independently of the Investor Conflicts Parties (as defined below), and does not share employees, officers or other management with any such Investor Conflicts Parties (as defined below). AP and each of the Investor Conflicts Parties have separate offices in separate buildings, use separate Internet email addresses, and do not otherwise share IT systems. No personnel of the Investor Conflicts Parties work on AlixPartners client matters or have access to AlixPartners client information or client files or client personnel. No AP executive or employee is a director, officer or employee of any Investor. Each Investor is governed by its own board of directors or similar body and managed by its own management team. Each Investor is independent of each other Investor.

AlixPartners has searched the names of the Debtors and the list of Potential Parties in Interest against the names of (i) the Investors, (ii) the subsidiaries of the Investors that either hold a direct position in Holdings or hold a direct position in the entity that holds a direct position in Holdings (collectively, the “InvestCos”), and (iii) the subsidiaries of the Investors that hold, directly or indirectly, positions in the respective InvestCos. In addition, AlixPartners has searched and/or will request each Investor to search the names of the Debtors against the companies that the InvestCos have a direct greater than 10% investment in (collectively, with (i) – (iii) the “Investor Conflicts Parties”). AlixPartners has determined, to the best of its knowledge based solely on that search, that there are no connections with the Investor Conflicts Parties that require disclosure other than as noted herein. Because of the information barriers described above, the sheer size of the investment portfolios of the Investor Conflicts Parties, and any applicable securities laws, prior to the Petition Date, AlixPartners was unable to further investigate any potential or actual connections between the Investor Conflicts Parties and the Debtors and the Potential Parties in Interest. To the extent any potential or actual connections are discovered after the Petition Date, if there exists a material connection, AlixPartners will promptly supplement this disclosure. Notwithstanding the foregoing, AlixPartners’ conflicts check did not and will not extend to entities owned by mutual funds in which an Investor Conflicts Party has an interest; entities owned by separate accounts managed by non-affiliates for an Investor Conflicts Party; entities owned by private equity funds in which an Investor Conflicts Party has a limited partnership interest managed by non-affiliates (even though the particular Investor Party may be represented on the limited partner advisory board or investor committee and even though the particular Investor Conflicts Party may have a passive interest in the general partner); entities where any of the Investor Conflicts Parties serves as general partner or investment manager holding interests representing, directly or indirectly, 10% or less. Nor does it or will it necessarily include indirect investments, such as businesses owned or investments made by an Investor Conflicts Party’s portfolio company(ies), or passive investments held or managed by any of the Investor Conflicts Parties. In addition, because of the sheer size of the investments of the Investors and their respective affiliates and subsidiaries, except as described herein, AlixPartners’ conflicts check did not and it will not necessarily include any other affiliates or subsidiaries owned, directly or indirectly, by each Investor, or any investments made by such other affiliates or subsidiaries, nor will it include, to the extent applicable, any depositors of the Investors.

Although AlixPartners has performed a conflicts check of the Investor Conflicts Parties as set forth above, as a result of, among other things, the sheer size of the investments of the Investor Conflicts Parties, one or more of the Investor Conflicts Parties may, in the ordinary course and from time to time, hold, control and/or manage loans to, or investments in, the Debtors and/or Potential Parties in Interest and/or may trade debt and/or equity securities in the Debtors and/or Potential Parties in Interest. In addition, one or more of the Investor Conflicts Parties may also have had, currently have, or may in the future have business relationships or other connections with the Debtors or other Potential Parties in Interest. To the extent AlixPartners learns of material business relationships or other material connections that are not included herein, AlixPartners will promptly file a supplemental disclosure.

Other than as specifically noted herein, AlixPartners has not undertaken to determine the existence, nature, and/or full scope of any business relationships or connections that the Investor Conflicts Parties may have with the Potential Parties in Interest, the Debtors and their affiliates, or these chapter 11 cases.

Further, AlixPartners may have had, currently have or may in the future have business relationships with, among other entities, portfolio companies of the Investors and portfolio companies of private equity funds in which they are limited partners, in matters unrelated to the Debtors or their affiliates in these chapter 11 cases. Based on, among other things, the business separation between each of the Investor Conflict Parties and AlixPartners, the contractual client confidentiality obligations of AlixPartners and the information barriers referred to above, AlixPartners believes that it does not hold or represent an interest adverse to the estate with respect to the engagement.

- AP interacts with U.S. Bankruptcy Court judges and representatives of the U.S. Trustee Program regularly in its capacity as a professional consulting firm that offers turnaround and restructuring services.
- AP has issued debt in the form of a USD-denominated senior secured term loan, and a Euro-denominated senior secured term loan (collectively, the “Term Loans”), as well as a Revolving Credit Facility.

Deutsche Bank serves as the Administrative Agent for the Term Loans and the Revolving Credit Facility and as such manages all trading of the Term Loans and Revolving Credit Facility between investors. Many of the holders of the Term Loans are pools organized by banks, mutual fund management companies and other fund managers (collectively, “Fund Managers”) who pool debt instruments issued by multiple / different borrowers and offer interests in the pools to investors. The identities of the investors in the pools cannot be ascertained by AlixPartners. The Term Loans are actively traded. Thus, the list of Fund Managers and other investors directly holding the Term Loans can become outdated quickly. On a monthly basis, AlixPartners reviews the list of investors in the Term Loans for the purpose of making relationship disclosures in chapter 11 cases. As of the last monthly report, no Fund Manager or other investor in the Term Loans held greater than 10% of either the US-denominated or Euro-denominated Term Loans. In the event that any entity accumulates a 10% or greater interest in either the US-denominated or Euro-denominated Term Loans, AlixPartners will disclose the name of such entity.

The participants in the Revolving Credit Facility are Bank of America, N.A., Deutsche Bank AG Host Bank, Goldman Sachs Lending Partners LLC, HSBC Bank USA, NA, Jeffries Finance LLC and JPMorgan Chase Bank N.A.

- The Internal Revenue Service (“IRS”) is a current and former AP client in matters unrelated to the Debtors. The IRS is a vendor, adverse party, professional in interest, related party, litigation party, and taxing authority to current and former AP clients in matters unrelated to the Debtors. The IRS is a former employer of current AP employees.
- The United States Department of Justice (“DOJ”), including the United States Attorney General’s Office, is a current and former AP client in matters unrelated to the Debtors. The DOJ has also been an adverse party and customer to current and former AP clients in matters unrelated to the Debtors.
- AP follows a practice to solicit from the members of its board of directors and employees their personal and/or independent connections to the parties in interest list. In response, AP submits these additional board level disclosures:
  - Bank of America is a lender to an affiliate of one of AP’s board members.
  - Arnold & Porter Kaye Scholer LLP provides legal services to an affiliate of an AP board member in matters unrelated to the Debtors.
  - Hogan Lovells US LLP provides legal services to an affiliate of an AP board member in matters unrelated to the Debtors.
  - Nardello & Co. provides legal services to an affiliate of an AP board member in matters unrelated to the Debtors.
  - Quinn Emanuel Urquhart & Sullivan LLP provides legal services to an affiliate of an AP board member in matters unrelated to the Debtors.
  - Jill Smart, a board member of AP, is also a board member of HireRight, LLC.
- A and L Goodbody, a professional in this bankruptcy matter, and affiliates, are professionals to current and former AP clients in matters unrelated to the Debtors.
- ABN AMRO Investment Solutions S.A., a noteholder to the Debtors, and affiliates (“ABN”), are shareholders, investment banks, professionals and litigation parties to current and former AP clients in matters unrelated to the Debtors. ABN is a former AP client in matters unrelated to the Debtors. ABN is a former employer to AP employees.
- Abrams & Bayliss LLP, a professional in this bankruptcy matter, and affiliates, are professionals and litigation parties to current and former AP clients in matters unrelated to the Debtors.



- ADP, a vendor to the Debtors, and affiliates (“ADP”), are professionals to current and former AP clients in matters unrelated to the Debtors. ADP is a former employer of current AP employees. ADP is a vendor to AP.
- Aegon USA Investment Management LLC, a noteholder to the Debtors, and affiliates (“Aegon”), are bondholders and lienholders to current and former AP clients in matters unrelated to the Debtors. Aegon is a vendor to AP.
- AIG Europe Limited, an insurer to the Debtors, and affiliates (“AIG”), are adverse litigation parties, bondholders, director-affiliated companies, litigation parties, lessors and lessees to current and former AP clients in matters unrelated to the Debtors. AIG is a current and former AP client in matters unrelated to the Debtors. AIG is a former employer of a current AP employee. Illinois National Insurance Company, an affiliate of AIG, is a former insurance provider to AP and former litigant against AP.
- AllianceBernstein LP (AS AGT), AllianceBernstein, L.P. (U.S.) and AllianceBernstein, Ltd. (U.K.), lenders and noteholders to the Debtors, and affiliates, are bondholders, lienholders and shareholders to current and former AP clients in matters unrelated to the Debtors.
- Allianz Global Corporate & Specialty SE, Allianz Insurance PLC and Allianz, insurers to the Debtors, and affiliates (“Allianz”), are bondholders, litigation parties, lienholders, adverse litigation parties, parents, lessors, shareholders, and director-affiliated companies to current and former AP clients in matters unrelated to the Debtors. Allianz is a former AP client in matters unrelated to the Debtors. Allianz is a former employer of current AP employees. Allianz is a vendor to AP. Allianz is an insurance provider to AP.
- Allied World Assurance Company AG, an insurer to the Debtors, and affiliates (“Allied”), are litigation parties and shareholders to current and former AP clients in matters unrelated to the Debtors. Allied is a vendor to AP.
- Allied-Signal Inc., a contract counterparty to the Debtors, and affiliates, are litigation parties to current and former AP clients in matters unrelated to the Debtors.
- Amazon, a vendor to the Debtors, and affiliates (“Amazon”), are litigation parties, adverse litigation parties and parents to current and former AP clients in matters unrelated to the Debtors. Amazon is a current and former AP client in matters unrelated to the Debtors. Amazon is a former employer of current AP employees.
- Amundi Pioneer Asset Management LLC, a noteholder to the Debtors, and affiliates (“Amundi”), are bondholders to current and former AP clients in matters unrelated to the Debtors. Amundi is a vendor to AP.
- Andersen Tax LLC, a professional in this bankruptcy matter, and affiliates, are professionals to current and former AP clients in matters unrelated to the Debtors.
- Angelo, Gordon & Co., L.P., a lender to the Debtors, and affiliates (“Angelo Gordon”), are bondholders, professionals, shareholders, lienholders and parents to current and former AP

clients in matters unrelated to the Debtors. Angelo Gordon is a former AP client in matters unrelated to the Debtors.

- ANZ Corporate Banking, a cash management bank to the Debtors, and affiliates, are litigation parties, adverse litigation parties and associated companies to current and former AP clients in matters unrelated to the Debtors. ANZ is a current AP client in matters unrelated to the Debtors.
- Apex Credit Partners, a lender to the Debtors, and affiliates (“Apex”), are lienholders to current and former AP clients in matters unrelated to the Debtors. Apex is a former employer of a current AP employee.
- Arendt & Medernach and Arendt Services SA, professionals in this bankruptcy matter, and affiliates, are professionals to current and former AP clients in matters unrelated to the Debtors.
- Ares Management LLC (AS AGT), a lender to the Debtors, and affiliates (“Ares”), are bondholders to current and former AP clients in matters unrelated to the Debtors.
- Arnold & Porter Kaye Scholer LLP, professionals in this bankruptcy matter, and affiliates (“A&P”), are litigation parties, counsel, opposing counsel and professionals to current and former AP clients in matters unrelated to the Debtors. A&P is a current and former AP client in matters unrelated to the Debtors.
- Aspen Syndicate 4711, insurers to the Debtors, and affiliates, are bondholders, litigation parties and associated companies to current and former AP clients in matters unrelated to the Debtors.
- AT&T Communication Services India and AT&T Mobility LLC, utility providers to the Debtors, and affiliates (“AT&T”), are adverse litigation parties, director-affiliated companies, joint venture entities, lessors, litigation parties and shareholders to current and former AP clients in matters unrelated to the Debtors. AT&T is a current and former AP client in matters unrelated to the Debtors. AT&T is a member of the UCC represented by AP in Windstream Holdings, Inc., Fusion Connect, Inc., and Forever 21, Inc., bankruptcy matters unrelated to the Debtors. AT&T is a former employer of current AP employees. AT&T is a vendor to AP.
- Aviva Group, an insurer to the Debtors, and affiliates (“Aviva”), are lienholders, litigation parties, bondholders and associated companies to current and former AP clients in matters unrelated to the Debtors. Aviva is a former AP client in matters unrelated to the Debtors. Aviva is a vendor to AP.
- AVL is a vendor to the Debtors, and affiliates, and to current and former AP clients in matters unrelated to the Debtors. AVL is a former employer to current AP employees.
- AXA Investment Managers (U.K.), Ltd. and AXA Life, noteholders and vendors to the Debtors, and affiliates (“AXA”), are bondholders, shareholders, and associated companies to current and former AP clients in matters unrelated to the Debtors.

- Baillie Gifford & Company, a noteholder to the Debtors, and affiliates, are lienholders to current and former AP clients in matters unrelated to the Debtors.
- Baker & McKenzie, Baker & McKenzie Abogados, S.C., Baker and McKenzie Zurich and Baker & McKenzie CIS Limited, professionals in this bankruptcy matter and employees to the Debtors, and affiliates ("B&M"), are professionals, counsel, opposing counsel and lessors to current and former AP clients in matters unrelated to the Debtors. B&M is a current and former AP client in matters unrelated to the Debtors. B&M is a former employer of current AP employees.
- Banco Bilbao Vizcaya Argentaria, S.A., BCO Banco Bilbao Vizcaya Argentaria, New York Branch, Banco Bilbao Vizcaya Argentaria, S.A. and BBVA, cash management banks, lenders, credit agreement parties and hedging parties to the Debtors, and affiliates ("BBVA"), are bondholders to current AP clients in matters unrelated to the Debtors. BBVA is a former employer of a current AP employee.
- Banco Santander, S.A., Frankfurt Branch, a factoring lender to the Debtors, and affiliates ("Santander"), are litigation parties to current and former AP clients in matters unrelated to the Debtors. Santander is a current AP client in matters unrelated to the Debtors. Santander is a former employer of current AP employees.
- Bank of America Merrill Lynch, Global Corporate & Investment Banking and Bank of America Merrill Lynch International Limited, cash management banks and credit agreement parties to the Debtors, and affiliates ("Bank of America"), are bondholders, litigation parties, adverse litigation parties, investors, lienholders, professionals, lessors, lessees, directors and shareholders to current and former AP clients in matters unrelated to the Debtors. Bank of America is a current and former AP client in matters unrelated to the Debtors. Bank of America is a former employer of current AP employees. Bank of America is a vendor to AP.
- Barclays and Barclays Bank PLC, cash management banks, credit agreement parties, lenders and hedging parties to the Debtors, and affiliates ("Barclays"), are bondholders, adverse litigation parties, litigation parties, investors, lienholders, professionals, shareholders, parents, investment banks and lessors to current and former AP clients in matters unrelated to the Debtors. Barclays is a current and former AP client in matters unrelated to the Debtors. Barclays is a former employer of current AP employees.
- Barings (U.K.) Limited, Barings (UK)- Jocassee Ptnrs., Barings LLC (As Agent), Barings (U.K.), Ltd. and Barings, LLC, lenders and noteholders to the Debtors, and affiliates ("Barings"), are lienholders and shareholders to current and former AP clients in matters unrelated to the Debtors. Barings is a current AP client in matters unrelated to the Debtors.
- Bayerische Motoren Werke Aktiengesellschaft, and Bayerische Motoren Werke AG, contract counterparties and customers to the Debtors, and affiliates ("BMW"), are bondholders, joint venture entities, litigation parties and adverse litigation parties to current and former AP clients in matters unrelated to the Debtors. BMW is a previous employer of a current AP employee. BMW is a current AP client in matters unrelated to the Debtors.

- Bendix (Thailand) Limited, Bendix Commercial Vehicle Systems Limited, Bendix Corporation and Bendix Mintex Pty. Ltd., contract counterparties to the Debtors, and affiliates (“Bendix”), are litigation parties, lessors, officers and joint venture entities to current and former AP clients in matters unrelated to the Debtors.
- Bird & Bird AARPI, Bird & Bird LLP and Bird & Bird Advokat KB, professionals in this bankruptcy matter, and affiliates, are counsel, opposing counsel and professionals to current and former AP clients in matters unrelated to the Debtors.
- BlackRock Fund Advisors and BlackRock Investment Management (U.K.), Ltd., equity holders and noteholders to the Debtors, and affiliates (“BlackRock”), are bondholders, lessors, lienholders, shareholders, litigation parties and limited partners to current and former AP clients in matters unrelated to the Debtors. BlackRock is a current and former AP client in matters unrelated to the Debtors.
- BlueMountain Capital Management, a lender to the Debtors, and affiliates (“BlueMountain”), are bondholders, shareholders and professionals to current and former AP clients in matters unrelated to the Debtors.
- BNP Paribas, BNP Paribas (Suisse) SA, BNP Paribas SA, BNP Paribas, New York Branch, BNP Paribas Fortis S.A./N.V. (Private Banking) and B.N.P. Paribas Factor S.A., cash management banks, credit agreement parties, factoring lenders, lenders, hedging parties and noteholders to the Debtors, and affiliates (“BNP”), are bondholders, adverse litigation parties, lienholders, litigation parties, shareholders, professionals, investors and parents to current and former AP clients in matters unrelated to the Debtors. BNP is a current and former AP client in matters unrelated to the Debtors. BNP is a former employer of a current AP employee.
- Boulton Wade Tennant LLP, professionals in this bankruptcy matter, and affiliates, are professionals to current and former AP clients in matters unrelated to the Debtors.
- Brigade Capital Management, L.P., a lender to the Debtors, and affiliates, are bondholders, litigation parties and shareholders to current and former AP clients in matters unrelated to the Debtors.
- Broadridge Investor Communications, a professional in this bankruptcy matter, and affiliates, are professionals to current and former AP clients in matters unrelated to the Debtors.
- Brown Rudnick LLP, professionals in this bankruptcy matter, and affiliates, are bondholders, counsel, opposing counsel, and professionals to current and former AP clients in matters unrelated to the Debtors.
- Cairn Capital Group Ltd. (AGT), a lender to the Debtors, and affiliates, are associated companies to current and former AP clients in matters unrelated to the Debtors.
- Caparo Engineering India Pvt. Ltd., a vendor to the Debtors, and affiliates, are associated companies to current and former AP clients in matters unrelated to the Debtors.

- Carlson Capital LP, a lender to the Debtors, and affiliates (“Carlson”), are bondholders, shareholders and investors to current and former AP clients in matters unrelated to the Debtors. Carlson is a former employer of current AP employees.
- Carlyle Inv. Mgmt. LLC, a lender to the Debtors, and affiliates, are bondholders, shareholders, lienholders, investors, lessors, director-affiliated companies and litigation parties to current and former AP clients in matters unrelated to the Debtors. Carlyle is a current and former AP client in matters unrelated to the Debtors. Carlyle is a former employer of current AP employees.
- Caterpillar, Inc., a customer to the Debtors, and affiliates (“Caterpillar”), are adverse litigation parties, lessors, lienholders, litigation parties, joint venture entities, director-affiliated companies and bondholders to current and former AP clients in matters unrelated to the Debtors. Caterpillar is a current and former AP client in matters unrelated to the Debtors.
- CBRE, a vendor to the Debtors, and affiliates (“CBRE”), are lessors and professionals to current and former AP clients in matters unrelated to the Debtors. CBRE is a current and former AP client in matters unrelated to the Debtors. CBRE is a former employer of current AP employees. CBRE is a vendor to AP.
- Ceva, a vendor to the Debtors, and affiliates (“Ceva”), are litigation parties to current and former AP clients in matters unrelated to the Debtors. Ceva is a former AP client in matters unrelated to the Debtors.
- Chenavari Credit Partners, LLP, a noteholder to the Debtors, and affiliates, are associated companies to current and former AP clients in matters unrelated to the Debtors.
- Chubb European Group Limited, Chubb Seguros México, S.A. and Chubb Underwriting Agencies Ltd (Syndicate 2488), insurers to the Debtors, and affiliates (“Chubb”), are litigation parties, bondholders, investors and parents to current and former AP clients in matters unrelated to the Debtors. Chubb is a current AP client in matters unrelated to the Debtors. Chubb is an insurance provider to AP. AP has a group insurance program in place for all US managing directors and AP board members under which personal excess liability (umbrella) insurance may be purchased from Chubb at group rates.
- Cimos D.D. and Cimos, contract counterparties and vendors to the Debtors, and affiliates, are associated companies to current and former AP clients in matters unrelated to the Debtors.
- Citigroup, Corporate and Investment Banking, Citigroup Global Markets Limited, Citibank N.A - London Branch, Citibank, Citibank International Plc, Citibank Master Card, Citibank NA, Citibank NA Bratislava and Citi, cash management banks, credit agreement parties, lenders, hedging parties and vendors to the Debtors, and affiliates (“Citi”), are bondholders, investment banks, litigation parties, adverse litigation parties, lienholders, lessees and professionals to current and former AP clients in matters unrelated to the Debtors. Citi is a

current and former AP client in matters unrelated to the Debtors. Citi is a former employer of current AP employees.

- CMS Cameron McKenna Nabarro Olswang and CMS Cameron McKenna SCA, professionals in this bankruptcy matter, and affiliates, are counsel, professionals and associated companies to current and former AP clients in matters unrelated to the Debtors.
- Companies House, a taxing authority and regulator to the Debtors, and affiliates, are directors and professionals to current and former AP clients in matters unrelated to the Debtors.
- Cornerstone Research Inc., professionals in this bankruptcy matter, and affiliates, are professionals, joint venture entities, lessors, lienholders, associated companies and litigation parties to current and former AP clients in matters unrelated to the Debtors. Cornerstone Research is a former employer of current AP employees.
- Credit Suisse Asset Mgmt. LLC, a lender to the Debtors, and affiliates ("Credit Suisse"), are adverse litigation parties, associated companies, bondholders, investors, investment banks, lienholders, limited partners, litigation parties, professionals and shareholders to current and former AP clients in matters unrelated to the Debtors. Credit Suisse is a current and former AP client in matters unrelated to the Debtors. Credit Suisse is a former employer of current AP employees.
- CSC, The United States Corporation, a professional in this bankruptcy matter, and affiliates ("CSC") are professionals to current and former AP clients in matters unrelated to the Debtors. CSC is a former employer of a current AP employee. CSC is a vendor to AP.
- CVC CR Parts LLC, a lender to the Debtors, and affiliates ("CVC"), are investors, parents, associated companies and shareholders to current and former AP clients in matters unrelated to the Debtors. CVC is a current and former AP client in matters unrelated to the Debtors. CVC was previously a majority shareholder of AP.
- Daimler AG, a customer to the Debtors, and affiliates ("Daimler"), are joint venture entities to current and former AP clients in matters unrelated to the Debtors. Daimler is a former employer to current AP employees. Daimler is a current AP client in matters unrelated to the Debtors.
- Davis Polk & Wardwell London LLP GP and Davis Polk & Wardwell, professionals in this bankruptcy matter, and affiliates ("Davis Polk"), are professionals, counsel and opposing counsel to current and former AP clients in matters unrelated to the Debtors. Davis Polk is a current and former AP client in matters unrelated to the Debtors.
- DBX Advisors, LLC, a noteholder to the Debtors, and affiliates, are bondholders to current and former AP clients in matters unrelated to the Debtors.

- Deere & Company, a customer to the Debtors, and affiliates (“Deere”), are adverse litigation parties, litigation parties, lessors and professionals to current and former AP clients in matters unrelated to the Debtors.
- Deka Investment GmbH, a noteholder to the Debtors, and affiliates, are bondholders to current and former AP clients in matters unrelated to the Debtors.
- Delphi Automotive Systems, a contract counterparty to the Debtors, and affiliates (“Delphi”), are litigation parties, adverse litigation parties and bondholders to current and former AP clients in matters unrelated to the Debtors. Delphi is current and former AP client in matters unrelated to the Debtors. Delphi is the former employer of a current AP employee.
- Deloitte & Touche LLP, Deloitte, Deloitte Audit S.R.L., Deloitte Audit S.R.O., Deloitte Consulting AG, Deloitte Haskins and Sells LLP, Deloitte LLP, Deloitte SA, Deloitte Touche, Deloitte & Touche LLP, Deloitte & Touche S.P.A. and Deloitte & Touche SA Suisse, professionals in this bankruptcy matter and to the Debtors, and affiliates (“Deloitte”), are professionals, litigation parties, director-affiliated companies and adverse litigation parties to current and former AP clients in matters unrelated to the Debtors. Deloitte is a current AP client in matters unrelated to the Debtors. Deloitte is a former employer of current AP employees. Deloitte is a vendor to AP.
- Dentons South Africa, professionals in this bankruptcy matter, and affiliates (“Dentons”), are counsel, professionals, and associated companies to current and former AP clients in matters unrelated to the Debtors. Dentons is a former AP client in matters unrelated to the Debtors.
- Deutsche Bank, Deutsche Bank AG, London Branch, Deutsche Bank Luxembourg S.A., and Deutsche Trustee Company Limited, administrative agent/indenture trustees, cash management banks, lenders, credit agreement parties, and hedging parties to the Debtors, and affiliates (“Deutsche Bank”), are associated companies, bondholders, lienholders, parents, investment banks, investors, director-affiliated companies, litigation parties, adverse litigation parties, lessors, professionals, shareholders, and joint venture entities to current and former AP clients in matters unrelated to the Debtors. Deutsche Bank is a current and former AP client in matters unrelated to the Debtors. Deutsche Bank is a former employer of current AP employees. Deutsche Bank is a vendor to AP.
- DHL, a vendor to the Debtors, and affiliates (“DHL”), are adverse litigation parties and litigation parties to current and former AP clients in matters unrelated to the Debtors. DHL is a former employer to current AP employees. DHL is a vendor to AP.
- Drinker Biddle & Reath, professionals in this bankruptcy matter, and affiliates (“Drinker Biddle”), are professionals, counsel, and opposing counsel to current and former AP clients in matters unrelated to the Debtors. Drinker Biddle is a current and former AP client in matters unrelated to the Debtors. Drinker Biddle provides legal services to AP.

- DWS Investment GmbH, a noteholder to the Debtors, and affiliates (“DWS”), are bondholders to current and former AP clients in matters unrelated to the Debtors. DWS is a former employer of a current AP employee.
- Eaton Vance Management (AS AGT) and Eaton Vance, lenders and noteholders to the Debtors, and affiliates (“Eaton Vance”), are bondholders and lienholders to current and former AP clients in matters unrelated to the Debtors. Eaton Vance is a former AP client in matters unrelated to the Debtors. Eaton Vance is a former employer of a current AP employee.
- Edmond de Rothschild Asset Management (UK) Ltd., a noteholder to the Debtors, and affiliates (“Edmond de Rothschild”), are investors to current and former AP clients in matters unrelated to the Debtors. Edmond de Rothschild is a current and former AP client in matters unrelated to the Debtors.
- Environmental Protection Agency, a tax and regulatory authority to the Debtors, and affiliates, are litigation parties, adverse litigation parties, lienholders and bondholders to current and former AP clients in matters unrelated to the Debtors.
- Ernst & Young AG, professionals in this bankruptcy matter, and affiliates (“Ernst & Young”), are litigation parties, director-affiliated companies, adverse litigation parties, directors, investment banks and professionals to current and former AP clients in matters unrelated to the Debtors. Ernst & Young is a current and former AP client in matters unrelated to the Debtors. Ernst & Young is a former employer of current AP employees. Ernst & Young is a vendor to AP.
- Expeditors International, a vendor to the Debtors, and affiliates, are lienholders to current and former AP clients in matters unrelated to the Debtors.
- Fair Oaks Loan Funding IDAC, a lender to the Debtors, and affiliates, are lessors and associated companies to current and former AP clients in matters unrelated to the Debtors.
- Fidelity International Limited - FIL Investment Services (U.K.), Ltd., and FPRS Depository Account Plan 88374 US (Fidelity), noteholders and vendors to the Debtors, and affiliates (“Fidelity”), are bondholders, adverse litigation parties, litigation parties, lienholders, shareholders, parents and lessors to current and former AP clients in matters unrelated to the Debtors. Fidelity is a former AP client in matters unrelated to the Debtors. Fidelity is a former employer of current AP employees. Fidelity is a vendor to AP.
- Financial Accounting Standards Board, a tax authority and regulator to the Debtors, and affiliates (“Financial Accounting Standards”), are professionals to current and former AP clients in matters unrelated to the Debtors. Financial Accounting Standards is a former employer of a current AP employee.
- FMP Automotive (Malaysia) SDN BHD, FMP Distribution Ltd., FMP Group (Australia) Pty. Ltd., FMP Group (Thailand) Limited, FMP Group Pty. Limited, FMP Australia FMP Automotive Malaysia SDN. B, FMP Group (Thailand) Limited, FMP Group (Australia) Pty Ltd, FMP Australia, FMP Automotive Malaysia SDN. B and FMP Group (Thailand)



Limited, non-debtor related entities, contract counterparties, lease counterparties, JV partners and other related parties to the Debtors, and affiliates, are lessors to current and former AP clients in matters unrelated to the Debtors.

- Ford Motor Company, a contract counterparty and customer to the Debtors, and affiliates (“Ford”), are director-affiliated companies, joint venture entities, adverse litigation parties and litigation parties to current and former AP clients in matters unrelated to the Debtors. Ford is a current and former AP client in matters unrelated to the Debtors. Ford is a former employer of current AP employees.
- Freshfields Bruckhaus Deringer, professionals in this bankruptcy matter, and affiliates (“Freshfields”), are professionals and counsel to current and former AP clients in matters unrelated to the Debtors. Freshfields is a current and former AP client in matters unrelated to the Debtors. Freshfields is a former employer of current AP employees. Freshfields is a vendor to AP.
- FTI Consulting Inc., a professional in this bankruptcy matter, and affiliates (“FTI”), are professionals and opposing counsel to current and former AP clients in matters unrelated to the Debtors. FTI is a former employer of current AP employees.
- Fujitsu, a vendor to the Debtors, and affiliates, are professionals to current and former AP clients in matters unrelated to the Debtors. Fujitsu is a former employer of a current AP employee.
- General Motors and SAIC General Motors Corporation Limited, customers to the Debtors, and affiliates (“GM”), are adverse litigation parties, parents, joint venture entities, litigation parties and bondholders to current and former AP clients in matters unrelated to the Debtors. GM is a current and former AP client in matters unrelated to the Debtors. GM is a former employer of current AP employees.
- GoldenTree Asset Management L.P. GoldenTree Loan Mgmt. Eur. CLO 3 and GoldenTree Asset Management, L.P. (U.S.), lenders and noteholders to the Debtors, and affiliates (“GoldenTree”), are bondholders, litigation parties and shareholders to current and former AP clients in matters unrelated to the Debtors. GoldenTree is a former AP client in matters unrelated to the Debtors.
- Goldman Sachs & Co. LLC, Goldman Sachs Bank USA, Goldman Sachs Asset Mgmt., LP and Goldman Sachs International, cash management banks, credit agreement parties, lenders and hedging parties to the Debtors, and affiliates (“Goldman Sachs”), are associated companies, litigation parties, adverse litigation parties, lessees, lessors, bondholders, professionals, director-affiliated companies, parents, investment banks, investors, directors, limited partners, joint venture entities and shareholders to current and former AP clients in matters unrelated to the Debtors. Goldman Sachs is a current and former AP client in matters unrelated to the Debtors. Goldman Sachs is a former employer of current AP employees.

- Greenberg Traurig PA, professionals in this bankruptcy matter, and affiliates (“Greenberg Traurig”), are litigation parties, professionals, opposing counsel, and counsel to current and former AP clients in matters unrelated to the Debtors. Greenberg Traurig is a current and former AP client in matters unrelated to the Debtors. Greenberg Traurig provides legal services to AP.
- GSO Cap. Part. LP, a lender to the Debtors, and affiliates (“GSO”), are bondholders, investors, joint venture entities, lienholders, parents and shareholders to current and former AP clients in matters unrelated to the Debtors. GSO is a current and former AP client in matters unrelated to the Debtors. GSO is a former employer of current AP employees.
- Hayfin Capital Management LLC, a lender to the Debtors, and affiliates (“Hayfin”), are parents, associated companies, counsel and shareholders to current and former AP clients in matters unrelated to the Debtors. Hayfin is a former AP client in matters unrelated to the Debtors.
- Haynes & Boone LLP, professionals in this bankruptcy matter, and affiliates (“Haynes”), are litigation parties, lessors, counsel, opposing counsel and professionals to current and former AP clients in matters unrelated to the Debtors. Haynes is a current and former AP client in matters unrelated to the Debtors. Haynes provides legal services to AP. Haynes is a former employer of current AP employees.
- Hitachi, a vendor to the Debtors, and affiliates (“Hitachi”), are litigation parties and director-affiliated companies to current and former AP clients in matters unrelated to the Debtors. Hitachi is a current and former AP client in matters unrelated to the Debtors. Hitachi is a vendor to AP.
- Hogan Lovells International LLP, Hogan Lovells International LLP, Hogan Lovells Paris LLP, Hogan Lovells US LLP and Hogan Lovells US LLP - Operating ACUS, professionals in this bankruptcy matter, and affiliates (“Hogan Lovells”), are litigation parties, counsel, opposing counsel and professionals to current and former AP clients in matters unrelated to the Debtors. Hogan Lovells is a current and former AP client in matters unrelated to the Debtors. Hogan Lovells provides legal services to AP.
- Honda R&D Co., Ltd., a contract counterparty to the Debtors, and affiliates (“Honda”), are adverse litigation parties, lienholders, litigation parties, and shareholders to current and former AP clients in matters unrelated to the Debtors. Honda is a former AP client in matters unrelated to the Debtors.
- Honeywell Automotive Parts Services (Shanghai) Co., Ltd., Honeywell Bermuda II, Ltd, Honeywell Korea Ltd Indonesia Representative Office, Honeywell Turbo Technologies (Wuhan) Co., Ltd., Honeywell Intellectual Properties Inc., Honeywell International Inc, Honeywell Intellectual Properties, Inc., Honeywell ASASCO 2 Inc., Honeywell (China) Co., Ltd., Honeywell Aftermarket Europe S.R.L., Honeywell Control Systems Limited, Honeywell Garrett Italia SRL, Honeywell GmbH, Honeywell Ingenieria Y Tecnologia Aeroespacial DE "Mexico S. De R.L. De C.V., Honeywell International INC., Honeywell International Sarl., Honeywell Japan Ltd., Honeywell Limited, Honeywell Technologies Sarl., Honeywell UK Limited, Honeywell ASASCO LLC, Honeywell ASASCO 2 LLC,

Honeywell do Brasil Ltda., Honeywell Holdings International INC., Honeywell SRL, Honeywell Transportation Investment (China) Co., Ltd., and Honeywell, non-debtor related entities, contract counterparties, indemnification agreements, lease counterparties, jv partners/other related parties, vendors and litigation parties to the Debtors, and affiliates (“Honeywell”), are adverse litigation parties, director-affiliated companies and litigation parties to current and former AP clients in matters unrelated to the Debtors. Honeywell is a current and former AP client in matters unrelated to the Debtors. Honeywell is a former employer of current AP employees.

- HPS Investment Partners, a lender to the Debtors, and affiliates (“HPS”), are litigation parties and parents to current and former AP clients in matters unrelated to the Debtors. HPS is a non-debtor affiliate to current AP bankruptcy client, Alta Mesa Resources, Inc., in matters unrelated to the Debtors.
- Hyundai Kia and Hyundai Autoever, customers and utility providers to the Debtors, and affiliates (“Hyundai”), are litigation parties, bondholders, adverse litigation parties and director-affiliated companies to current and former AP clients in matters unrelated to the Debtors. Hyundai is a former employer of a current AP employee.
- Intermediate Capital Group PLC, Intermediate Capital Group PLC (AGY) and Intermediate Capital Group Inc., lenders and noteholders to the Debtors, and affiliates, are shareholders and associated companies to current and former AP clients in matters unrelated to the Debtors.
- Invesco Advisers, Inc. (as Agen), Invesco Euro CLO III DAC and Invesco Asset Management S.A., lenders and noteholders to the Debtors, and affiliates (“Invesco”), are bondholders, adverse litigation parties, litigation parties, lessors, lienholders, associated companies, shareholders, and parents to current and former AP clients in matters unrelated to the Debtors. Invesco is a current AP client in matters unrelated to the Debtors.
- Investcorp Credit Management US LLC, a lender to the Debtors and affiliates, are professionals, parents and investors to current and former AP clients in matters unrelated to the Debtors. An affiliate of Investcorp Credit Management US LLC, Investcorp Bank B.S.C., is an investor in AP, as further outlined above.
- Internal Revenue Service, a tax authority and regulator to the Debtors, and affiliates (“IRS”), are adverse litigation parties, professionals, lienholders and litigation parties to current and former AP clients in matters unrelated to the Debtors. The IRS is a current and former AP client in matters unrelated to the Debtors. The IRS is a former employer of current AP employees.
- J.P. Morgan Europe Limited, JP Morgan Chase Bank, N.A., Loan and Agency Services Group, JP Morgan - Global Corporate Bank, Switzerland, JP Morgan Chase Bank – Luxembourg, JP Morgan Chase Bank - New York, JP Morgan Securities PLC, JP Morgan Chase Bank, N.A., JP Morgan BK Branch – 0802, JP Morgan Chase Bank, Natl. Assoc. and JP Morgan Chase Bank, N.A., lenders, UCC lienholders, administrative agents/indenture trustees, and cash management banks to the Debtors, and affiliates (“JPMorgan”), are adverse litigation parties, bondholders, director-affiliated companies,

investment banks, investors, lienholders, lessors, lessees, litigation parties, professionals and shareholders to current and former AP clients in matters unrelated to the Debtors. JPMorgan is a current and former AP client in matters unrelated to the Debtors. JPMorgan is a former employer of current AP employees.

- JunHe LLP, a professional in this bankruptcy matter, and affiliates, are professionals to current and former AP clients in matters unrelated to the Debtors.
- Kim and Chang, professionals in this bankruptcy matter, and affiliates, are professionals and counsel to current and former AP clients in matters unrelated to the Debtors.
- Knorr-Bremse AG and Knorr-Systeme für Nutzfahrzeuge GmbH, are contract counterparties to the Debtors, and affiliates, and to current and former AP clients in matters unrelated to the Debtors. Knorr is a former employer to a current AP employee.
- KPMG LLP and KPMG LLP - TAX – GB, professionals in this bankruptcy matter, and affiliates (“KPMG”), are professionals, director-affiliated companies, lessors, parents and associated companies to current and former AP clients in matters unrelated to the Debtors. KPMG is a former AP client in matters unrelated to the Debtors. KPMG is a former employer of current AP employees. KPMG provides auditing services to AP. KPMG is a vendor to AP.
- KPS Capital Partners, bidder to the Debtors, and affiliates, are parents and bondholders to current and former AP clients in matters unrelated to the Debtors.
- Latham & Watkins LLP, professionals in this bankruptcy matter, and affiliates (“Latham & Watkins”), are counsel, lessors, opposing counsel and professionals to current and former AP clients in matters unrelated to the Debtors. Latham & Watkins is a current and former AP client in matters unrelated to the Debtors. Latham & Watkins is a former employer of a current AP employee. Latham & Watkins provides legal services to AP.
- Leason Ellis LLP, professionals in this bankruptcy matter, and affiliates, are professionals to current and former AP clients in matters unrelated to the Debtors.
- Lewis Silkin LLP and Lewis Silkin Services Limited, professionals in this bankruptcy matter, and affiliates, are counsel to current and former AP clients in matters unrelated to the Debtors.
- Liberty Insurance Corp., an insurance provider to the Debtors, and affiliates (“Liberty Mutual”), are litigation parties to current and former AP clients in matters unrelated to the Debtors. Liberty Mutual is a current AP client in matters unrelated to the Debtors. Liberty Mutual is a former employer of a current AP employee.
- Lord, Abbett & Co., LLC (Asset Management), a noteholder to the Debtors, and affiliates are adverse litigation parties, litigation parties, bondholders, investors and shareholders to current and former AP clients in matters unrelated to the Debtors.

- M&G Investment Management Ltd., noteholders to the Debtors, and affiliates, are bondholders to current and former AP clients in matters unrelated to the Debtors.
- Mackenzie Partners, Inc., professionals in this bankruptcy matter, and affiliates, are professionals to current and former AP clients in matters unrelated to the Debtors.
- Magneti Marelli, a vendor to the Debtors, and affiliates, are parents to current and former AP clients in matters unrelated to the Debtors.
- Manpower, a vendor to the Debtors, and affiliates, are professionals to current and former AP clients in matters unrelated to the Debtors. Manpower is a former employer of current AP employees.
- Manulife Asset Management (Europe), Ltd., a noteholder to the Debtors, and affiliates are bondholders, lienholders and shareholders to current and former AP clients in matters unrelated to the Debtors.
- Marsh & McLennan Insurance Agency LUS and Marsh Ltd, Marsh Ltd. UK GB, insurers to the Debtors, and affiliates (“Marsh”), are adverse litigation parties, litigation parties, professionals, directors, bondholders, lessors and opposing counsel to current and former AP clients in matters unrelated to the Debtors. Marsh is a former employer of current AP employees. Marsh is a vendor to AP.
- Mediolanum Asset Management, Ltd., a noteholder to the Debtors, and affiliates, are bondholders to current and former AP clients in matters unrelated to the Debtors.
- Merrill Lynch and Co., Inc. and Merrill Lynch International, lenders and hedging parties to the Debtors, and affiliates (“Merrill Lynch”), are bondholders, director-affiliated companies, investors, investment banks, lessees, lessors, lienholders, litigation parties, adverse litigation parties, professionals, directors and shareholders to current and former AP clients in matters unrelated to the Debtors. Merrill Lynch is a current and former AP client in matters unrelated to the Debtors. Merrill Lynch is a former employer of current AP employees. Merrill Lynch is a vendor to AP.
- Microsoft Corporation, a vendor and contract counterparty to the Debtors, and affiliates (“Microsoft”), are shareholders, director-affiliated companies, joint venture entities, lessors, litigation parties and professionals to current and former AP clients in matters unrelated to the Debtors. Microsoft is a former AP client in matters unrelated to the Debtors. Microsoft is a former employer of current AP employees. Microsoft is a vendor to AP.
- Mitsubishi UFJ Trust and Banking, a cash management bank to the Debtors, and affiliates, are bondholders, litigation parties, adverse litigation parties, lessors and professionals to current and former AP clients in matters unrelated to the Debtors. Mitsubishi is a current and former AP client in matters unrelated to the Debtors.

- MJX Asset Mgmt. LLC, a lender to the Debtors, and affiliates (“MJX”), are bondholders and professionals to current and former AP clients in matters unrelated to the Debtors. MJX is a former employer of current AP employees.
- Morgan Stanley Smith Barney LLC and Morgan Stanley, professionals in this bankruptcy matter, and affiliates (“Morgan Stanley”), are associated companies, bondholders, adverse litigation parties, litigation parties, investors, investment banks, lessors, parents, professionals, shareholders and joint venture entities to current and former AP clients in matters unrelated to the Debtors. Morgan Stanley is a current and former AP client in matters unrelated to the Debtors. Morgan Stanley is a former employer of current AP employees.
- MUFG and MUFG Bank, Ltd, are cash management banks, credit agreement parties and lenders to the Debtors, and affiliates (“MUFG”), and to current and former AP clients in matters unrelated to the Debtors. MUFG is a current and former AP client in matters unrelated to the Debtors. MUFG is a former employer of current AP employees.
- Muzinich & Co Inc., (AS AGT) and Muzinich & Co., Ltd. (London), lenders and noteholders to the Debtors, and affiliates (“Muzinich”), are bondholders to current and former AP clients in matters unrelated to the Debtors. Muzinich is a former AP client in matters unrelated to the Debtors.
- NIBC BK NV - London, a lender to the Debtors, and affiliates, are associated companies to current and former AP clients in matters unrelated to the Debtors.
- Nissan Motor Co, a customer to the Debtors, and affiliates (“Nissan”), are adverse litigation parties and litigation parties to current and former AP clients in matters unrelated to the Debtors. Nissan is a former AP client in matters unrelated to the Debtors.
- Nomura Asset Management USA Inc., a noteholder to the Debtors, and affiliates (“Nomura”), are lienholders and bondholders to current and former AP clients in matters unrelated to the Debtors. Nomura is a current and former AP client in matters unrelated to the Debtors. Nomura is a former employer of a current AP employee.
- NTT, a vendor to the Debtors, and affiliates (“NTT”), are litigation parties to current and former AP clients in matters unrelated to the Debtors. NTT is a current and former AP client in matters unrelated to the Debtors. NTT is a former employer of current AP employees. NTT is a vendor to AP.
- OFI Asset Management is a noteholder to the Debtors, and affiliates, is a former AP client in matters unrelated to the Debtors.
- Oracle, vendors to the Debtors, and affiliates (“Oracle”), are lessors, professionals, litigation parties and associated companies to current and former AP clients in matters unrelated to the Debtors. Oracle is a former AP client in matters unrelated to the Debtors. Oracle is a former employer of current AP employees. Oracle is a vendor to AP.

- Partners Group (USA) Inc., a lender to the Debtors, and affiliates, are shareholders, parents and investors to current and former AP clients in matters unrelated to the Debtors.
- Penta CLO 6 DSGNTD ACTY Co., a lender to the Debtors, and affiliates, are parents to current and former AP clients in matters unrelated to the Debtors.
- Perella Weinberg Partners LP and Perella Weinberg, professionals in this bankruptcy matter, and affiliates (“Perella”), are professionals to current and former AP clients in matters unrelated to the Debtors.
- PGIM Inc., a lender to the Debtors, and affiliates (“Prudential”), are litigation parties, lienholders and bondholders to current and former AP clients in matters unrelated to the Debtors. Prudential is a former AP client in matters unrelated to the Debtors. Prudential is a former employer of current AP employees.
- Pinebridge Investments, LLC (As AGT) and Pinebridge Investments Europe, Ltd, lenders and noteholders to the Debtors, and affiliates (“Pinebridge”), are bondholders and shareholders to current and former AP clients in matters unrelated to the Debtors.
- PPM America, a lender and noteholder to the Debtors, and affiliates (“PPM”), are bondholders, investors, lessors and shareholders to current and former AP clients in matters unrelated to the Debtors. PPM is a former employer of current AP employees.
- PricewaterhouseCoopers, professionals in this bankruptcy matter, and affiliates (“PwC”), are professionals, counsel, director-affiliated companies and associated companies to current and former AP clients in matters unrelated to the Debtors. PwC provides tax and related consulting services to AP. PwC is a current and former AP client in matters unrelated to the Debtors. AP provides services to PwC in the ordinary course in matters unrelated to the Debtors. PwC is a former employer of current AP employees.
- Public Company Accounting Oversight Board, a tax authority and regulator to the Debtors, and affiliates (“Public Company Accounting”), are professionals to current and former AP clients in matters unrelated to the Debtors. Public Company Accounting is a former employer of a current AP employee.
- QBE European Operations Plc., an insurer to the Debtors, and affiliates (“QBE”), are litigation parties and adverse litigation parties to current and former AP clients in matters unrelated to the Debtors. QBE is a current AP client in matters unrelated to the Debtors. QBE is an insurance provider to AP.
- Quinn Emanuel Urquhart & Sullivan LLP, Quinn Emanuel Trial Lawyers US and Quinn Emanuel Urquhart & Sullivan, US, professionals in this bankruptcy matter, and affiliates (“Quinn”), are counsel, opposing counsel and professionals to current and former AP clients in matters unrelated to the Debtors. Quinn is a current and former AP client in matters unrelated to the Debtors. Quinn provides legal services to AP.

- Raiffeisen Bank International, a lender to the Debtors, and affiliates, are associated companies to current and former AP clients in matters unrelated to the Debtors.
- Raymond James Bank NA, a lender to the Debtors, and affiliates (“Raymond James”), are shareholders, bondholders, investment banks, investors, litigation parties, directors and professionals to current and former AP clients in matters unrelated to the Debtors. Raymond James is a current AP client in matters unrelated to the Debtors. Raymond James is a former employer of current AP employees.
- Regus Management Group, LLC, a lease counterparty to the Debtors, and affiliates (“Regus”), are associated companies and lessors to current and former AP clients in matters unrelated to the Debtors. Regus is a current and former AP client. Regus is a vendor to AP.
- Renault SA and Renault SAS, customers and utility providers to the Debtors, and affiliates, are professionals to current and former AP clients in matters unrelated to the Debtors. Renault is a customer to former AP clients in matters unrelated to the Debtors.
- Robeco Institutional Asset Management BV, a noteholder to the Debtors, and affiliates, are shareholders and bondholders to current and former AP clients in matters unrelated to the Debtors.
- Russell Investment Management, LLC, a noteholder to the Debtors, and affiliates, are bondholders and lienholders to current and former AP clients in matters unrelated to the Debtors.
- Samsung SDS, a utility provider to the Debtors, and affiliates (“Samsung”), are litigation parties and adverse litigation parties to current and former AP clients in matters unrelated to the Debtors. Samsung is a current and former AP client in matters unrelated to the Debtors.
- Schneider Electric ESS BVBA, a utility provider to the Debtors, and affiliates (“Schneider”), are litigation parties, adverse litigation parties, investors and associated companies to current and former AP clients in matters unrelated to the Debtors. Schneider is a vendor to AP.
- Schroder Investment Management North America, Inc., a noteholder to the Debtors, and affiliates, are bondholders and shareholders to current and former AP clients in matters unrelated to the Debtors. Schroder is a former employer of a current AP employee.
- Securitas is a vendor to the Debtors, and affiliates (“Securitas”), and to current and former AP clients in matters unrelated to the Debtors. Securitas is a current AP client in matters unrelated to the Debtors. Securitas is a former employer of a current AP employee.
- Sheppard Mullin Richter & Hampton LLP, professionals in this bankruptcy matter, and affiliates (“Sheppard Mullin”), are litigation parties, professionals, counsel and opposing counsel to current and former AP clients in matters unrelated to the Debtors. Sheppard



Mullin is a former AP client in matters unrelated to the Debtors. Sheppard Mullin is a former employer of current AP employees.

- Simmons & Simmons LLP, professionals in this bankruptcy matter, and affiliates, are professionals, counsel and opposing counsel to current and former AP clients in matters unrelated to the Debtors.
- Société Générale, a hedging party and lender to the Debtors, and affiliates (“Société Générale”), are bondholders, professionals, adverse litigation parties and litigation parties to current and former AP clients in matters unrelated to the Debtors. Societe Generale is a former AP client in matters unrelated to the Debtors. Societe Generale is a former employer of current AP employees. Societe Generale is a vendor to AP.
- Sony Computer Entertainment Inc., a contract counterparty to the Debtors, and affiliates (“Sony”), are director-affiliated companies, parents and lessors to current and former AP clients in matters unrelated to the Debtors. Sony is a current AP client in matters unrelated to the Debtors. Sony is a former employer of current AP employees.
- Starr Indemnity & Liability Company, an insurer to the Debtors, and affiliates (“Starr”), are investors, litigation parties, shareholders and associated companies to current and former AP clients in matters unrelated to the Debtor. Starr is a current and former AP client in matters unrelated to the Debtor. Starr is an insurance provider to AP.
- State Street Global Advisors Ireland, Ltd., a noteholder to the Debtors, and affiliates (“State Street”), are lienholders, bondholders and shareholders to current and former AP clients in matters unrelated to the Debtors. State Street is a former AP client in matters unrelated to the Debtors. State Street is a former employer of current AP employees.
- Steele Creek, a lender to the Debtors, and affiliates, are lessors to current and former AP clients in matters unrelated to the Debtors.
- Sullivan & Cromwell LLP and Sullivan & Cromwell LLP (US), professionals in this bankruptcy matter, and affiliates (“Sullivan & Cromwell”), are professionals, counsel, opposing counsel and director-affiliated companies to current and former AP clients in matters unrelated to the Debtors. Sullivan & Cromwell is a current and former AP client in matters unrelated to the Debtors. Sullivan & Cromwell is a former employer to current AP employees.
- Sumitomo Mitsui Banking Corporation, Duesseldorf Branch, Sumitomo Mitsu and Sumitomo Mitsui Trust Club Co., Ltd, cash management banks and lenders to the Debtors, and affiliates (“Sumitomo”), are lienholders to current and former AP clients in matters unrelated to the Debtors. Sumitomo is a current and former AP client in matters unrelated to the Debtors. Sumitomo is a former employer to current AP employees.
- Swisscom (Schweiz) AG, a utility provider to the Debtors, and affiliates, are parents to current and former AP clients in matters unrelated to the Debtors.

- Telecom Italia, a utility provider to the Debtors, and affiliates, are bondholders to current and former AP clients in matters unrelated to the Debtors. Telecom Italia is a current AP client in matters unrelated to the Debtors.
- Telos Asset Mgmt. LLC, a lender to the Debtors, and affiliates, are lienholders to current and former AP clients in matters unrelated to the Debtors.
- Thompson Hine LLP, professionals in this bankruptcy matter, and affiliates, are professionals and counsel to current and former AP clients in matters unrelated to the Debtors. Thompson Hine is a current and former AP client in matters unrelated to the Debtors.
- Tikehau CLO V B.V., Tikehau Inv. Mgmt. S.A.S. and Tikehau Investment Management, lenders and noteholders to the Debtors, and affiliates, are bondholders, associated companies and parents to current and former AP clients in matters unrelated to the Debtors.
- TLG - The Legal Group Advocates, professionals in this bankruptcy matter, and affiliates, are bondholders and litigation parties to current and former AP clients in matters unrelated to the Debtors.
- T-Mobile Czech Republic, A.S., a utility provider to the Debtors, and affiliates ("T-Mobile"), are joint venture entities and lessors to current and former AP clients in matters unrelated to the Debtors. T-Mobile is a former AP client in matters unrelated to the Debtors. T-Mobile is a former employer of a current AP employee.
- Toyota Motor Corporation, a contract counterparty to the Debtors, and affiliates ("Toyota"), are litigation parties, bondholders, lienholders, joint venture entities and lessors to current and former AP clients in matters unrelated to the Debtors. Toyota is a former employer of a current AP employee.
- TPG Opportunities Partners, LP, a lender to the Debtors, and affiliates ("TPG"), are shareholders to current and former AP clients in matters unrelated to the Debtors. TPG is a current AP client in matters unrelated to the Debtors.
- T-Systems Do Brasil Ltda., a utility provider to the Debtors, and affiliates, are litigation parties to current AP clients in matters unrelated to the Debtors.
- UBS Switzerland AG, UBS Fund Management (Luxembourg) S.A. (Funds) and UBS Switzerland AG, cash management banks and noteholders to the Debtors and affiliates ("UBS"), are bondholders, adverse litigation parties, litigation parties, investors, investment banks, lienholders, professionals and shareholders to current and former AP clients in matters unrelated to the Debtors. UBS is a former AP client in matters unrelated to the Debtors.
- UniCredit Bank AG, UniCredit, UniCredit Bank AG Luxembourg Branch, UniCredit Lease Management and UniCredit Leasing Fleet Management, cash management banks, credit agreement parties, lenders, hedging parties and vendors to the Debtors, and affiliates ("UniCredit"), are adverse litigation parties and litigation parties to current and former AP

clients in matters unrelated to the Debtors. UniCredit is a former AP client in matters unrelated to the Debtors. UniCredit is a former employer of current AP employees.

- United Healthcare, a vendor to the Debtors, and affiliates (“United”), are litigation parties and adverse litigation parties to current and former AP clients in matters unrelated to the Debtors. United Healthcare is an insurance provider to AP.
- U.S. Bank (Freight), a vendor to the Debtors, and affiliates (“US Bank”), are bondholders, investors, lessors, lienholders, shareholders and professionals to current and former AP clients in matters unrelated to the Debtors. US Bank is a current and former AP client in matters unrelated to the Debtors. US Bank is a member of a UCC represented by AP in the Tops Holding II Corporation matter, a bankruptcy matter unrelated to the Debtors.
- Veolia EAU, Veolia Environmental Services Tech., Veolia Es Cleanaway UK Ltd., Veolia Water Technologies and Veolia Water Technologies Inc., utility providers to the Debtors, and affiliates (“Veolia”), are joint venture entities, director-affiliated companies, shareholders, parents, associated companies, adverse litigation parties and litigation parties to current and former AP clients in matters unrelated to the Debtors. Veolia is a former AP client in matters unrelated to the Debtors. Veolia is a former employer of a current AP employee.
- Verizon, Verizon Communications India Privat, Verizon Communications Slovakia S.R., Verizon Financial Services LLC US, Verizon Italia S.P.A., Verizon Nederland BV, Verizon Switzerland AG, Verizon Wireless and Verizon Wireless US, utility providers to the Debtors, and affiliates (“Verizon”), are litigation parties, parents and lessors to current and former AP clients in matters unrelated to the Debtors. Verizon is a current and former AP client in matters unrelated to the Debtors. Verizon is a former employer of current AP employees. Verizon is a vendor to AP.
- Vodafone, Vodafone GmbH, Vodafone Idea Limited, Vodafone Italia S.P.A. and Vodafone Ltd., utility providers to the Debtors, and affiliates (“Vodafone”), are joint venture entities to current and former AP clients in matters unrelated to the Debtors. Vodafone is a former AP client in matters unrelated to the Debtors. Vodafone is a former employer of current AP employees. Vodafone is a vendor to AP.
- Volkswagen Group, a customer to the Debtors, and affiliates (“Volkswagen”), are litigation parties and adverse litigation parties to current and former AP clients in matters unrelated to the Debtors. Volkswagen is a current and former AP client in matters unrelated to the Debtors. Volkswagen is a vendor to AP.
- Voya Investment Management, LLC and Voya Inv. Mgmt. Co. LLC, lenders and noteholders to the Debtors, and affiliates (“Voya”), are bondholders, lienholders and shareholders to current and former AP clients in matters unrelated to the Debtors. Voya is a current AP client in matters unrelated to the Debtors.

- Whitehorse Capital Partners LP, a lender to the Debtors, and affiliates, are bondholders to current and former AP clients in matters unrelated to the Debtors. Whitehorse is a former employer of current AP employees.
- Willis Towers Watson Consulting BVB, Towers Watson Consultores SA DE CV and Willis Towers Watson US LLC, professionals in this bankruptcy matter, and affiliates (“WTW”), are professionals to current and former AP clients in matters unrelated to the Debtors. WTW is a former AP client in matters unrelated to the Debtors.
- XL Insurance Company SE, an insurance provider to the Debtors, and affiliates (“XL”), are litigation parties to current and former AP clients in matters unrelated to the Debtors. XL is an insurance provider to AP.
- York Capital Management, Advisors LLC, a GTX lender to the Debtors, and affiliates (“York Capital”), are bondholders, and shareholders to current and former AP clients in matters unrelated to the Debtors. York Capital is a current and former AP client in matters unrelated to the Debtors. York Capital is a member of the UCC represented by AP in LBI Media, Inc., a bankruptcy matter unrelated to the Debtors.
- Yoon & Yang LLC, an ordinary course professional in this bankruptcy matter, and affiliates (“Yoon”), are counsel and professionals to current and former AP clients in matters unrelated to the Debtors. Yoon is a current AP client in matters unrelated to the Debtors.
- Zurich Engineering, an insurer to the Debtors, and affiliates, are professionals to current and former AP clients in matters unrelated to the Debtors.
- Zürich Versicherungs-Gesellschaft AG, an insurer to the Debtors, and affiliates (“Zurich”), are litigation parties, adverse litigation parties, lienholders and bondholders to current and former AP clients in matters unrelated to the Debtors. Zurich is a current and former AP clients in matters unrelated to the Debtors. Zurich is an insurance provider to AP.

26. AlixPartners and its affiliates are claims agents, advisors, and crisis managers providing services and advice in many areas, including restructuring and distressed debt. As part of its diverse practice, AlixPartners appears in numerous cases, proceedings, and transactions involving many different attorneys, accountants, investment bankers, and financial consultants, some of whom may represent claimants and parties in interest in these Chapter 11 Cases. Further, AlixPartners has in the past, and may in the future, be represented by various attorneys and law firms, some of whom may be involved in these Chapter 11 Cases. In addition, AlixPartners has been in the past, and likely will be in the future, engaged in matters unrelated to the Debtors or

these Chapter 11 Cases in which it works with or in opposition to other professionals involved in these Chapter 11 Cases. Moreover, AlixPartners might have referred work to other professionals who are retained in these Chapter 11 Cases. Likewise, certain such professionals who are retained in these Chapter 11 Cases might have referred work to AlixPartners. To the best of my knowledge, information and belief, insofar as I have been able to ascertain after reasonable inquiry, none of these business relationships constitute interests adverse to the Debtor.

27. From time to time, AlixPartners has provided services, and likely will continue to provide services, to certain creditors of the Debtors and various other parties adverse to the Debtors in matters wholly unrelated to these Chapter 11 Cases. As described herein, however, AlixPartners has undertaken a detailed search to determine, and to disclose, whether it is providing or has provided services to any significant creditor, equity security holder, insider or other party in interest in such unrelated matters.

28. To the best of my knowledge, information and belief, insofar as I have been able to ascertain after reasonable inquiry, none of the AlixPartners Personnel (a) have any connection with the United States Trustee for the Southern District of New York (the “U.S. Trustee”), or any employee in the Office of the U.S. Trustee; or (b) are related or connected to any United States Bankruptcy Judge for the Southern District of New York, except as otherwise set forth herein.

29. To the best of my knowledge, none of the members of the engagement team, or AP is a direct holder of any of the Debtors’ securities. It is possible that members of the engagement team or certain of AlixPartners or AP employees, managing directors, board members, equity holders, or an affiliate of any of the foregoing, may own interests in mutual funds or other investment vehicles (including various types of private funds) that own the Debtors’ or other parties in interest’s debt or equity securities or other financial instruments, including bank loans and other obligations. Typically, the holders of such interests have no control over investment

decisions related to such investment funds or financial instruments. AlixPartners' policy prohibits its employees from personally trading in the Debtors' securities.

30. To the best of my knowledge, information and belief, insofar as I have been able to ascertain after reasonable inquiry, AlixPartners has not been retained to assist any entity or person other than the Debtors on matters relating to, or in direct connection with, these Chapter 11 Cases. AlixPartners will continue to provide professional services to entities that may be creditors or equity security holders of the Debtors or other parties in interest in these Chapter 11 Cases, provided that such services do not relate to, or have any direct connection with, these Chapter 11 Cases or the Debtors.

31. Certain of AlixPartners' employees, managing directors, board members, equity holders, or an affiliate of any of the foregoing may have financial accounts or insurance relationships with a potential party in interest.

32. Despite the efforts described above to identify and disclose the connections that AP and its affiliates have with parties in interest in these Chapter 11 Cases, because the Debtors form a large enterprise with numerous creditors and other relationships, AlixPartners is unable to state with certainty that every client relationship or other connection has been identified and disclosed.

33. In accordance with section 504 of the Bankruptcy Code and Bankruptcy Rule 2016, neither I nor AlixPartners has entered into any agreements, express or implied, with any other party in interest, including the Debtors, any creditor, or any attorney for such party in interest in these Chapter 11 Cases, (a) for the purpose of sharing or fixing fees or other compensation to be paid to any such party in interest or its attorneys for services rendered in connection therewith, (b) for payment of such compensation from the assets of the estates in excess of the compensation allowed by this Court pursuant to the applicable provisions of the Bankruptcy Code, or (c) for payment of

compensation in connection with these Chapter 11 Cases other than in accordance with the applicable provisions of the Bankruptcy Code.

34. Accordingly, except as otherwise set forth herein, insofar as I have been able to determine, neither I, AlixPartners nor any AlixPartners Personnel holds or represents any interest adverse to the Debtors or their estates, and AlixPartners 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 AlixPartners and its professionals and employees who will work on the engagement:

- (a) are not creditors, equity security holders, or insiders of the Debtors;
- (b) were not, within two (2) years before the Petition Date, a director, officer or employee of the Debtors; and
- (c) do not have an interest materially adverse to the interest of the Debtors’ estate or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, or for any other reason.

35. If AlixPartners discovers additional information that requires disclosure, AlixPartners will promptly file a supplemental disclosure with this Court as required by Bankruptcy Rule 2014. AlixPartners reserves the right to supplement this Declaration in the event that AlixPartners discovers any facts bearing on matters described in this Declaration regarding AlixPartners’ employment by the Debtors.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: September 30, 2020

By: /s/ Pilar Tarry  
Pilar Tarry  
Managing Director  
AlixPartners LLP

**Schedule 1**

**Potential Parties in Interest**



**GARRET MOTION INC. et al.**  
**Parties in Interest**

**Debtor Entities**

Garrett Motion Inc.  
BRH LLC  
Calvari Limited  
Friction Materials LLC  
Garrett ASASCO Inc.  
Garrett Borrowing LLC  
Garrett Holding Company Sàrl  
Garrett LX I S.à r.l.  
Garrett LX II S.à r.l.  
Garrett LX III S.à r.l.  
Garrett Motion Australia Pty Limited  
Garrett Motion Automotive Research Mexico S. de R.L. de C.V  
Garrett Motion Holdings II Inc.  
Garrett Motion Holdings Inc.  
Garrett Motion International Services S.R.L.  
Garrett Motion Ireland A Limited  
Garrett Motion Ireland B Limited  
Garrett Motion Ireland C Limited  
Garrett Motion Ireland Limited  
Garrett Motion Italia S.R.L.  
Garrett Motion Japan Inc.  
Garrett Motion LLC  
Garrett Motion México, Sociedad Anónima de Capital Variable  
Garrett Motion Romania S.R.L.  
Garrett Motion Sàrl  
Garrett Motion Slovakia s.r.o.  
Garrett Motion Switzerland Holdings Sàrl  
Garrett Motion UK A Limited  
Garrett Motion UK B Limited  
Garrett Motion UK C Limited  
Garrett Motion UK D Limited  
Garrett Motion UK Limited  
Garrett Transportation I Inc.  
Garrett Transportation Systems Ltd  
Garrett Transportation Systems UK II Ltd  
Garrett TS Ltd  
Garrett Turbo Ltd

**Non-debtor Related Entities**

COMDEV Investments Limited  
FMP Automotive (Malaysia) SDN BHD  
FMP Distribution Ltd.

FMP Group (Australia) Pty Ltd  
FMP Group (Thailand) Limited  
FMP Group Pty Limited  
Garrett Finances SNC  
Garrett Motion (Thailand)Co., Ltd.  
Garrett Motion BermudaLtd.  
Garrett Motion Czech Republic s.r.o.  
Garrett Motion Engineering Solutions Private Limited  
Garrett Motion France A S.A.S.  
Garrett Motion France B S.A.S.  
Garrett Motion France CS.A.  
Garrett Motion France S.A.S.  
Garrett Motion Germany GmbH  
Garrett Motion Industria Automotiva Brasil Ltda  
Garrett Motion International Services Morocco  
Garrett Motion International Services S.R.L. Türkiye İrtibat Bürosu [Turkey]  
Garrett Motion International ServicesSRL (Incorporated in Romania) [South Africa]  
Garrett Motion Korea Ltd.  
Garrett Motion Portugal, Unipessoal, Lda [Portugal]  
Garrett Motion Technologies (India) Private Limited  
Garrett Transportation Systems Ltd. [Thailand]  
Honeywell Automotive Parts Services (Shanghai) Co., Ltd.  
Honeywell Bermuda II, Ltd.  
Honeywell Korea Ltd Indonesia Representative Office  
Honeywell Transportation Investment (China) Co., Ltd. (New China TS Co)  
Honeywell Turbo Technologies (Wuhan) Co., Ltd.  
OOO Garrett Transportation Systems  
Turbodina S.A.I.y.C.

**Administrative Agents and Indenture Trustees**

Deutsche Trustee Company Limited - Debt and Agency Services  
Deutsche Trustee Company Limited - Lux Registrar  
J.P. Morgan Europe Limited  
JPMorgan Chase Bank, N.A., Loan and Agency Services Group

**Bidder**

KPS Capital Partners

**Cash Management Banks**

ANZ Corporate Banking  
Bank of America Merrill Lynch, Global Corporate & Investment Banking  
Banque Cantonale Vaudoise  
BARCLAYS  
BBVA  
BLKB  
BNP Paribas

Citibank  
Citibank International Plc  
CITIBANK INTERNATIONAL PLC  
CITIBANK MASTER CARD  
Citibank NA  
Citibank NA Bratislava  
Citigroup | Corporate and Investment Banking  
Deutsche Bank  
Goldman Sachs & Co. LLC  
J.P. Morgan - Global Corporate Bank, Switzerland  
JPMorgan Chase Bank - Luxembourg  
JPMorgan Chase Bank - New York  
Mitsubishi UFJ Trust and Banking  
MUFG  
Sumitomo Mitsui Banking Corporation, Duesseldorf Branch  
Sumitomo Mitsui Trust Club Co.,Ltd  
UBS Switzerland AG  
UniCredit Bank AG  
UniCredit Bank AG Luxembourg Branch  
Unicredit Lease Management  
UNICREDIT LEASING FLEET MANAGEMENT

**Contract Counterparties**

Al Manar for Manufacturing Car Fluids and Spare Parts  
Allied-Signal Inc.  
ASIST OTOMOTIV SAN TIC.LTD.STI.  
Asysum S.A.  
Balance Technology Inc.  
Bayerische Motoren Werke Aktiengesellschaft  
Bendix (Thailand) Limited  
Bendix Commercial Vehicle Systems Limited  
Bendix Corporation  
Bendix Mintex Pty. Ltd.  
British Belting & Asbestos Limited.  
CANGO Hard and Soft S.R.L.,  
Castec Korea Co., Ltd.  
Cimos d.d.  
Delphi Automotive Systems LLC  
Dongying Baofeng Auto Parts Co., Ltd.  
Fiat Powertrain Technologies S.p.a.  
FMP Australia  
FMP AUTOMOTIVE MALAYSIA SDN. B  
FMP GROUP (THAILAND) LIMITED  
Fomar Poland Sp. Z o.o.  
Ford Forschungszentrum Aachen GmbH  
Ford Motor Company

German TiAl Turbine & Turbocharger Technology GmbH  
GRI ENGINEERING & DEVELOPMENT LLC (aka MAT Holdings Inc.)  
GUANGZHOU BD CO., LTD  
Hofstetter PCB AG  
Honda R&D Co., Ltd.  
Honeywell Intellectual Properties Inc.  
Honeywell International Inc.  
Kehua Holdings Co., Ltd  
Knorr-Bremse AG  
Knorr-Systeme fur Nutzfahrzeuge GmbH  
Lucky Oil S.R.L  
Mei Ta Industrial Co., Ltd  
Microsoft Corporation  
Ministry of the Economy of the Slovak Republic  
Oerlikon Metco  
OPTIMAL AG & CO. KG  
Optimal KG  
Pacific BBA Automotive Ltd.  
Pacific BBA Limited  
Palmers Green Pty. Ltd.  
Recambiline S.L.  
Roulonds Braking ApS  
Shanghai Sinotec Co., Ltd.  
Shenzhen BDS Automotive Technology Co., Ltd.  
Sodirep  
Sonceboz Automotive SA  
Sony Computer Entertainment Inc.  
TMD  
Toyota Motor Corporation  
Tye Soon Limited  
Vaud Canton Central Tax Authority  
Walter AG  
Wecast Hungary Zrt.  
Wecast Industries Co, Ltd.  
Wuxi Best Precision Machinery Co. Ltd.  
Wuxi Lihu Corporation Limited  
Wuxi Yelong Precision Machinery Co., Ltd.

**Credit Agreement Parties**

BANCO BILBAO VIZCAYA ARGENTARIA, S.A., NEW YORK BRANCH  
Bank of America Merrill Lynch International Limited  
Barclays Bank PLC  
BNP PARIBAS  
CitiGroup Global Markets Limited  
Deutsche Bank AG, London Branch  
Goldman Sachs Bank USA

MUFG BANK, LTD  
UNICREDIT BANK AG

**Major Customers**

Bayerische Motoren Werke AG  
Caterpillar Inc.  
Daimler AG  
Deere & Company  
Fiat Chrysler Automobiles N.V.  
Ford Motor Company  
FPT Industrial  
General Motors  
Groupe PSA  
Hino Motors Ltd.  
Hyundai Kia  
Jiangling Motors Corporation Limited  
Mazda Motor Corporation  
Nissan Motor Co, Ltd  
Perkins Engines Company Limited  
Proto Motors  
Renault S.A.  
SAIC General Motors Corporation Limited  
Subaru Corporation  
Volkswagen Group

**Directors and Officers**

Aileen Kathryn McDowall  
Alberto Abraham Chavez Dipp  
Alberto Chavez  
Aldea Mihaela  
Alessandro Gili  
Alexander Greene  
Anthony Lodato  
Armando Tacconelli  
Brendan P O'Connor  
Carlos Cardoso  
Carlos De los Santos Anaya  
Carsten J. Reinhardt  
Chris James  
Constanta Nazarcu  
Courtney Enghauser  
Craig Balis  
Cristian Manu  
Cyril Grandjean  
Dai, Hong  
Damien Schuind

Daniel Deiro  
Dipp, Alberto Abraham Chavez  
Enrique Vazquez Gorostiza  
Eric Fraysse  
Fabrice Spenninck  
Fernando Marafon  
Hong Dai  
Jerome P. Maironi  
Jerome Stoll  
John Christopher James  
John Jones  
Koenraad Van Himbeeck  
Lydia Castro Roa  
Marian Vazur  
Martin Schiesser  
Masayuki Ienaga  
Maura J. Clark  
Neil Goldman  
Olivier Rabiller  
Paola Casciola  
Patrick MacNamara  
Paul Carlsson  
Peter Bracke  
Piero Gennari  
Pierre Ernest Barthelet  
Rebecca Conway  
Richard Hogan  
Russell James  
Samuel Cochon  
Scott Tozier  
Sean Deason  
Sean Reagan  
Susan L. Main  
Thierry Mabru

**Non-D&O Employees in US**

Aileen McDowall  
Chris Hales  
Christophe Carli  
Christophe Mathy  
Christopher Burdeu  
Claire Fauquette  
Cody Taylor  
Dominique Bartlomiejczyk  
Fabio Ferrante  
Jean-Phillippe Bedu

Jean Phillippe Schmitt  
Kerry Eby  
Mark Rodrigues  
Panos Sotiropoulos  
Paul Blalock  
Paul de Montfalcon  
Regis Michel  
Rob Cadle  
Robert Vitasek  
Volkan Deveci

**Major Equity Holders**

BlackRock Fund Advisors  
Deccan Value Investors LP  
Sessa Capital IM LP

**Factoring Lenders**

B.N.P. Paribas Factor S.A.  
Banco Santander, S.A., Frankfurt Branch

**Lenders**

40/86 ADVISORS INC - AS AGT  
ALLIANCEBERNSTEIN LP (AS AGT)  
AMER MONEY MGMT CORP  
ANGELO, GORDON & CO.L.P.  
AOZORA BANK, LTD.  
APEX CREDIT PARTNERS LLC  
ARES MANAGEMEN+C11T LLC (AS AGT)  
BARCLAYS BK PLC  
BARING (U.K.) LIMITED  
BARINGS (UK)- JOCASSEE PTNRS  
BARINGS LLC (AS AGENT)  
BCO BILBAO VIZCAYA ARGENTARIA,  
BDCM FUND ADVISER LLC  
BLUEMOUNTAIN CAP MANAGEMENT, L  
BNP PARIBAS (SUISSE) SA  
BNP PARIBAS SA  
BRIGADE CAP MGT, LP  
CAIRN CAPITAL GROUP LTD (AGT)  
CARLSON CAPITAL, L.P.  
CARLYLE INV MGMT L.L.C.  
CITIBANK N.A - LOND BRANCH  
CITIZENS BANK, NATL ASSOC  
CQS MGT LTD  
CR SUISSE ASSET MGMT LLC (AS A  
CVC CR PARTS LLC

DCM SENIOR CREDIT, LLC  
DEUTSCHE BK AG  
DFG INVESTMENT ADVISERS INC  
EAST-WEST UTD BK SA  
EATON VANCE MANAGEMENT (AS AGT  
ELMWOOD ASSET MANAGEMENT LLC  
FAIR OAKS LOAN FUNDING I D A C  
GOLDENTREE ASSET MGMT LP  
GOLDENTREE LOAN MNGT EUR CLO 3  
GOLDMAN SACHS ASSET MGMT LP (A  
GOLDMAN SACHS BANK USA  
GSO CAP PART LP  
HALSEYPOINT ASSET MANAGMNT LLC  
HAYFIN CAPITAL MANAGEMENT LLC  
HPS INVESTMENT PARTNERS  
ICICI BANK LTD  
INTERMEDIATE CAP GR PLC (AGY)  
INTERMEDIATE CAPITAL GROUP PLC  
INVESCO ADVISERS, INC (AS AGEN  
INVESCO EURO CLO III DAC  
INVESTCORP CREDIT MGMT US LLC  
JPMORGAN BK BRANCH - 0802  
JPMORGAN CHASE BANK, NATL ASSO  
M & G INV MGMT LTD (AGT)  
MARBLE POINT CREDIT MGMT LLC  
MEDALIST PARTNERS CORPORATE  
MERRILL LYNCH & CO., INC.  
MJX ASSET MGMT LLC  
MUFG BANK, LTD.  
MUZINICH & CO INC(AS AGT)  
NASSAU CORPORATE CREDIT LLC  
NIBC BK NV - LONDON  
NORTH WESTERLY VI  
NOVA KREDITNA BK MARIBOR DD  
OCTAGON CR INVESTORS, LLC  
PAR-FOUR INV MGT, LLC  
PARTNERS GROUP (USA) INC.  
PENTA CLO 6 DSGNTD ACTY CO .  
PGIM INC  
PINEBRIDGE INV LLC(AS AGT)  
PPM AMER INC (AS AGENT)  
PRETIUM CAP MGMT LLC  
RAIFFEISEN BANK INTERNATIONAL  
RAYMOND JAMES BANK N.A.  
SILVERMINE CAP MGMT LLC  
SOC GEN



STATE BANK OF INDIA  
STATE BK OF INDIA-LONDON  
STEELE CREEK  
SUMITOMO MITSUI  
TELOS ASSET MGT LLC  
TIKEHAU CLO V B.V.  
TIKEHAU INV MGMT S.A.S.  
TPG OPPORTUNITIES PARTNERS, LP  
UNICREDIT BK AG  
VOYA INV MGMT CO LLC  
WELLFLEET CR PARTS LLC  
WHITEHORSE CAPITAL PARTNERS LP  
YORK CAP MGT ADVISORS LLC

**Hedging Parties**

BANCO BILBAO VIZCAYA ARGENTARIA, S.A.  
Barclays Bank plc  
BNP Paribas, New York Branch  
CITIBANK  
CITIBANK N.A.  
DEUTSCHE BANK AG  
GOLDMAN SACHS INTERNATIONAL  
J.P. MORGAN SECURITIES PLC  
Merrill Lynch International  
Société Générale  
UNICREDIT BANK AG

**Indemnification agreements**

Honeywell ASASCO 2 Inc.  
Honeywell International Inc.

**Insurers**

AIG Europe Limited  
Allianz Global Corporate & Specialty SE  
Allianz Insurance plc  
Allied World Assurance Company AG  
Aspen Syndicate 4711  
Aviva Group  
Beazley Syndicate 2623 / 623  
Chubb European Group Limited  
Chubb Seguros México, S.A.  
Chubb Underwriting Agencies Ltd (Syndicate 2488)  
Etablissement Cantonal d'Assurance (ECA)  
First Liberty Insurance Corp  
Great Lakes Insurance SE (Munich Re)  
Hiscox (Syndicate 0033 HIS)

HSB Engineering Insurance Limited  
Liberty Insurance Corp  
MARSH & MCLENNAN INSURANCE AGENCY LUS  
Marsh Ltd  
MARSH LTD UK GB  
Navigators Insurance Co  
Pool Re  
QBE European Operations plc.  
Starr Indemnity & Liability Company  
The First Liberty Insurance  
W. R. Berkley Corporation  
XL Insurance Company SE  
Zurich Engineering  
Zürich Versicherungs-Gesellschaft AG

**Lease Counterparties**

Casa Twin Tower Business Centre  
EQUEST LOGISTIC S.R.L.  
FMP Group (Australia) Pty Ltd  
FZB Plymouth, LLC  
Ganimede S.r.l.  
Hasma Pty Limited  
HGR Management, LLC  
Hiteco S.r.l.  
Honeywell (China) Co., Ltd.  
Honeywell Aftermarket Europe S.r.l.  
Honeywell Control Systems Limited  
Honeywell Garrett Italia Srl  
Honeywell GmbH  
HONEYWELL INGENIERIA Y TECNOLOGIA AEROSPACIAL DE MEXICO S. DE R.L.  
DE C.V.  
HONEYWELL INTERNATIONAL INC.  
Honeywell International S.à.r.l.  
Honeywell Japan Ltd.  
Honeywell Limited  
Honeywell Technologies Sarl  
Honeywell UK Limited  
Industrious ATL 1447 Peachtree LLC  
INMUEBLES EL VIGIA, S.A. DE C.V.  
La Ganimede S.r.l.  
NETRON INVESTMENT SRL  
Novar ED&S Limited  
Regus Management Group LLC  
SECOND ROC-JERSEY ASSOCIATES L.L.C.  
Sparkasse Gifhorn-Wolfsburg  
Svizzera 185 S.r.l.

Wong y Asociados Inmobiliaria, S. de R.L.de C.V.  
Xtraspace Flexi Office (pty) Ltd.

**Litigation parties**

Administración Desconcentrada de Auditoría de Comercio Exterior del Pacífico Norte, con Sede en Baja California, de la Administración General de Auditoría de Comercio Exterior del Servicio de Administración Tributaria,  
BES SAUVAIGO & ASSOCIES  
DARIUS ADAMCZYK  
Elise Deillon-Antenen, avocate  
Hayat Aarab  
Honeywell ASASCO 2 Inc.  
HONEYWELL ASASCO 2 LLC  
HONEYWELL ASASCO LLC  
Honeywell do Brasil Ltda.  
HONEYWELL HOLDINGS INTERNATIONAL INC.  
Honeywell International Inc.  
Maître Anne-Marie Aufrère  
Mexicali Customs House  
Precision Components Industries  
SELARL MJ ALPES  
SU PING LU

**Noteholders**

ABN AMRO Investment Solutions S.A.  
Aegon USA Investment Management, LLC  
AllianceBernstein, L.P. (U.S.)  
AllianceBernstein, LTD (U.K.)  
Amundi Pioneer Asset Management, Inc.  
Anima SGR S.p.A.  
AXA Investment Managers (U.K.), LTD  
Baillie Gifford & Company  
Banco de Sabadell S.A. (Asset Management)  
BankInvest Asset Management  
Barings (U.K.), LTD  
Barings, LLC  
BlackRock Investment Management (U.K.), LTD  
BNP Paribas Fortis S.A./N.V. (Private Banking)  
Chenavari Credit Partners, LLP  
DBX Advisors, LLC  
Deka Investment GmbH  
DWS Investment GmbH  
Eaton Vance  
Edmond de Rothschild Asset Management (UK) LTD  
Erste Asset Management GmbH  
Fidelity International Limited - FIL Investment Services (U.K.), LTD

Financière Meeschaert  
Formuepleje A/S  
Generali Insurance Asset Management SGR S.p.A.  
GoldenTree Asset Management, L.P. (U.S.)  
Groupama Asset Management S.A.  
Helaba Invest Kapitalanlagegesellschaft mbH  
Intermediate Capital Group plc  
Intermediate Capital Group, Inc.  
Invesco Asset Management S.A.  
Janus Henderson Investors (U.K.)  
JAR Capital Wealth Management, LLP  
Kames Capital PLC  
Lord, Abnett & Co., LLC (Asset Management)  
M&G Investment Management Ltd  
Manulife Asset Management (Europe), LTD  
MEAG Munich Ergo Asset Management GmbH  
Mediolanum Asset Management, LTD  
Muzinich & Co., LTD (London)  
NatWest Markets, PLC  
NN Investment Partners (Belgium)  
Nomura Asset Management U.S.A., Inc.  
Nykredit Asset Management A/S  
ODDO BHF Asset Management SAS  
OFI Asset Management  
PineBridge Investments Europe, LTD  
PPM America  
Pramerica SGR S.p.A.  
Robeco Institutional Asset Management BV  
Russell Investment Management, LLC  
Schroder Investment Management North America, Inc.  
St Paul's CLO IX Designated Activity Company  
State Street Global Advisors Ireland, LTD  
Swedbank Robur Fonder AB  
Syd Fund Management A/S  
Teachers Retirement System of Louisiana  
Tikehau Investment Management  
UBS Fund Management (Luxembourg) S.A. (Funds)  
UBS Switzerland AG  
Voya Investment Management, LLC

**Other Unsecured Creditors**

Agenzia Regionale per la Tutela dell'Ambiente (ARTA), Distretto provinciale di Chieti  
Regione Abruzzo Dipartimento Opere Pubbliche, Governo del Territorio e Politiche Ambientali  
Servizio Tecnico Ambiente, Provincia di Chieti  
Tennessee Department of Environment and Conservation

**Professionals**

A and L Goodbody  
ABRAMS & BAYLISS LLP  
AlixPartners LLP  
ANDERSEN TAX, LLC  
Arendt & Medernach SA  
Arendt Services SA  
Arnold & Porter Kaye Scholer LLP  
BAKER & MCKENZIE - CIS, LIMITED  
Baker & McKenzie Abogados, S.C.  
BAKER AND MCKENZIE ZURICH  
Barzano & Zanardo Roma S.p.A  
Beijing Chang Tsi & Partners  
BHOOPALAM CHANDRASHEKHARAI AH PRABHA  
Bird & Bird AARPI  
Bird and Bird LLP  
Bird&Bird Advokat KB  
BMG AVOCATS  
Boult Wade Tennant LLP  
Broadridge Investor Communications  
Brown Rudnick LLP  
Brunner et Associes SA  
CARMODY AND TORRANCE  
CMS CAMERON MCKENNA SCA  
CMS HASCHE SIGLE  
CMS von Erlach Poncet SA  
ConwayMCColl Solicitors Limited  
CORNERSTONE RESEARCH INC.  
CSC THE UNITED STATES CORPORATION  
Daniel J. Edelman, Inc.  
DAVIS POLK & WARDWELL LONDON LLP GB  
DELOITTE & TOUCHE LLP  
DELOITTE & TOUCHE S.P.A.  
DELOITTE & TOUCHE SA SUISSE  
Deloitte Audit S.R.L.  
Deloitte Audit s.r.o.  
Deloitte Audit, s. r. o.  
Deloitte Consulting AG  
Deloitte Haskins and Sells LLP  
Deloitte LLP  
Deloitte SA  
DELOITTE TOUCHE  
DENTONS SOUTH AFRICA  
Donald Hill Patent Law  
Drinker Biddle & Reath  
Ernst & Young AG

Ernst & Young Law s. r. o.  
Ernst & Young LLP  
ERNST & YOUNG SRL  
Ernst & Young, s.r.o.  
ERNST + YOUNG  
ERNST and YOUNG LLP  
Ernst&Young Law GmbH  
ERNST&YOUNG TERCO SERVIÇOS  
Freshfields Bruckhaus Deringer  
FTI CONSULTING INC US  
GALAZ,YAMAZAKI, RUIZ, URQUIZA, S.C.  
Gevers & Ores  
GLOBAL LAW OFFICE  
Greenberg Traurig PA  
Gun Partners  
Hadiputranto, Hadinoto & Partners  
Haynes and Boone, LLP  
HOGAN LOVELLS INTERNATIONAL LLP  
Hogan Lovells LPP International LLP  
Hogan Lovells Paris LLP  
HOGAN LOVELLS US LLP  
IPREO LLC  
JUNHE LLP  
Kim and Chang  
KPMG LLP  
Kurtzman Carson Consultants (KCC)  
Lakshmikumaran & Sridharan  
LATHAM & WATKINS LLP  
Leason Ellis LLP  
LENZ ET STAEHELIN  
LEWIS SILKIN LLP  
Lewis Silkin Services Limited  
Lorenz and Kopf LLP  
M&M O'SHEA  
MACKENZIE PARTNERS, INC  
Morgan Stanley Smith Barney LLC  
Pangrle Patent Brand and Design Law  
Perella Weinberg Partners LP  
PHILLIPS ADR ENTERPRISES PC  
Price Water House & Co Bangalore LL  
PRICEWATERHOUSE COOPERS S.C.  
PricewaterhouseCoopers AG  
PRICEWATERHOUSECOOPERS CONTADORES  
PricewaterhouseCoopers LLP  
PRICEWATERHOUSECOOPERS PRIVATE  
PricewaterhouseCoopers Private Limi

Pricewaterhousecoopers services LLP  
PricewaterhouseCoopers Slovensko sr  
PricewaterhouseCoopers Tax k s  
PRICEWATERHOUSECOOPES LLP GB  
PWC UK  
QUINN EMANUEL URQUHART & SULLIVAN, US  
Quinn Emmanuel Trial Lawyers  
Radu si Asociatii SPRL  
Remfry & Sagar  
ROXIN RECHTSANWAELTE LLP  
Schofield Sweeney LLP  
Schulte Roth & Zabel LLP  
SCP FLICHY GRANGE AVOCATS  
Seager Tufte and Wickhem LLP  
Sheppard Mullin Richter Hampton LLP  
Signature Litigation AARPI  
SIMMONS AND SIMMONS LLP  
Simpson Thacher Barlett  
Sullivan & Cromwell LLP  
The Law Office of John A Griecci  
THOMPSON HINE LLP  
TLG - THE LEGAL GROUP ADVOCATES  
TOWERS WATSON CONSULTORES SA DE CV  
WILLIS TOWERS WATSON CONSULTING BVB  
Willis Towers Watson US LLC  
WP Thompson Limited  
Yuasa and Hara

**JV Partners and Other Related Parties**

CANGO  
FMP Australia  
FMP AUTOMOTIVE MALAYSIA SDN. B  
FMP GROUP (THAILAND) LIMITED  
Honeywell International Inc.  
Honeywell Transportation Investment (China) Co.,Ltd.

**SDNY Bankruptcy Judges**

Chief Judge Cecelia G. Morris  
Judge James L. Garrity Jr.  
Judge Martin Glenn  
Judge Michael E. Wiles  
Judge Robert D. Drain  
Judge Robert E. Grossman  
Judge Sean H. Lane  
Judge Shelley C. Chapman  
Judge Stuart M. Bernstein

**Tax Authorities and Regulators**

Administration des contributions directes - Grand Duche de Luxembourg  
Agencia Aduanal Esquer Luken, SC  
ANAF-DGRFMB-Administratia Fiscala pentru Contribuabili Mijlocii  
ANAF-Directia Generala de Administrara a Marilor Contribuabili (DGAMC)  
Australia Border Force  
Australian Taxation Office  
Ayuntamiento de Mexicali  
Birou Vamal Otopeni  
Biroul Vamal Constanta  
Biroul Vamal Otopeni Calatori  
California Department of Tax & Fee Administration  
Chambre de commerce (Luxembourg)  
Cheshire East Council  
COMISION ESTATAL DE SERVICIOS PUBLICOS DE MEXICALI  
Companies House  
Customs and Tariff Bureau  
DC Office of Tax and Revenue  
Delaware Division of Corporations  
Direzione Provinciale di Chieti  
ENVIRONMENTAL PROTECTION AGENCY  
Etat de vaud or Canton de vaud (Office d'impot des Personnes Morales) – State of vaud or  
Canton of vaud (Tax Office for Legal Entities)  
Financial Accounting Standards Board  
Financni Urad Pro Hlavni  
Finanzamt Konstanz  
Franchise Tax Board California  
General Directorate of Local Taxes and Fees Sector 6  
Georgia Department of Revenue  
GOBIERNO DEL ESTADO DE BAJA CALIFORNIA  
Groundwater & Environmental Services, Inc  
HM Revenue & Customs  
Honjo-city Tax Collection Division  
Indiana Department of Revenue  
Inenco  
Iowa Department of Revenue  
IPAN Intellectual Property Associat  
IRS (INTERNAL REVENUE SERVICE)  
Japan National Tax Agency  
Ministry of the Economy of the Slovak Republic  
Municipality of Atessa  
Municipality of Torino  
New York Department of Revenue  
Obec Zaborske  
Office of the Revenue Commissioners



Public Company Accounting Oversight Board  
PUBLIC COMPANY ACCOUNTING OVERSIGHTBOARD US  
Regione Abruzzo Servizio Tesoreria  
RL Jones Custombroker  
Saitama prefecture  
Servicio de Administracion Tributaria  
Slovak Fiscal Administration  
Slovak Tax Authority  
State of Connecticut Department of Revenue Service  
Tennessee Department of Revenue  
Tokyo Metropolitan Government  
UK Finance Administration  
Urad prace, socialnych veci a rodiny  
US Customs & Border Protection  
Vaud Canton Central Tax Authority  
Waterford City Council  
Wood Environment & Infrastructure Solutions Inc

**UCC Lien Holders**

ECONOCOM CORPORATION  
JPMORGAN CHASE BANK, N.A.

**Unions and Works Councils**

Australian Manufacturing Workers Union  
Connect trade union (formerly TEEU)  
Electrical Trades Union  
Nueva Cultura Laboral  
Sindicatul Allied Signal

**US Trustee employees**

Alicia Leonhard  
Christine Black  
Guy A. Van Baalen  
Joseph Allen  
Joseph Nadkarni  
Kathleen Schmitt  
Linda Riffkin  
Lisa Penpraze  
Paul K. Schwartzberg  
William K. Harrington

**Utilities**

Added Computer & Telephony Com e Se  
AGUA Y HIELO ESTRELLAZUL DE MEXICAL  
Airtel A/C No. 112-100960996  
Airtel A/c No: 112-100959962

AN APELE ROMANE  
APA NOVA  
APA NOVA BUCURESTI SA  
ARUBA SPA  
ARUBA SPA E2E  
AT & T Communication Services India  
AT and T Mobility LLC  
AYUNTAMIENTO DE MEXICALI  
BEIJING WANG AN JIE TONG TECHNOLOGY  
BETTA TELECOMUNICAÇÕES E ELETRÔNICA  
BHARTI AIRTEL LIMITED  
Bharti Airtel Services Ltd  
BORD GAIS  
C.C.D. ENERGIES  
CAM. NAL. DE LA IND. ELECTR. DE TELECOM Y TECNO DE LA INFO  
CAMARA DE COMERCIALIZACAO DE  
CASCARDI SANEAMENTO BÁSICO LTDA  
CFE SUMINISTRADOR DE SERVICIOS  
Chaturshringi Service Station  
CHEMTECH WASTE MANAGEMENT LTD  
Cheongdo  
China Unicom Wuhan Paging Enterprise Office  
China United Network Communications Co., Ltd.  
CIA ULTRAGAZ S.A  
Cia Ultragaz S/A  
Com And Lan Digital Tech Co., Ltd.  
Comision Federal de Electricidad  
Comune di Atessa  
CONDOMINIO EDIFICIO PAULISTA  
Corporativo Reaal S de RL de CV  
DESARROLLO DE TECNOLOGIAS INTEGRALE  
DIBPEL GERENCIAMENTO DE RESIDUOS  
Duksung  
DYNAMIC COMMUNICATIONS MEXICO  
E.D.F. - G.D.F.  
E.ON Energie România S.A.  
EC Bank Co., Ltd.  
ECOGAS MEXICO, S. DE R.L. DE C.V.  
EDISON ENERGIA SpA  
EDP SAO PAULO DISTRIBUICAO DE  
Energia  
ENERGIA AZTECA X SA DE CV  
EOLO SpA  
Fanal Comercio Derivados Petroleo  
Fans Trans (China) International Freight Agent Co., Ltd.  
FASTWEB SPA

FASTWEB SPA / MILANO  
GOEPIK SISTEMAS INDUSTRIAIS SA  
GSA GERENCIAMENTO DE RESIDUOS EIREL  
GTS TELECOM SRL  
H. BLOCH a.s.  
Hidrocarburos del Noroeste SA de CV  
HONJOSHI SUIDOKA  
Horizon Safety Systems  
Horizon Services  
HORIZON TECH LTDA  
Hyundai AutoEver Corp.  
IDEA CELLULAR LTD 8.10604733  
Idea Cellular Ltd A/c No 8.10398708  
IEnova Marketing S. de R.L. de C.V.  
Insight Technology Solutions GmbH  
IRCAT CO SRL  
Irish Water  
JAIME DONACIANO JIMENEZ CRUZ  
Jiashang Petroleum (Zhoushan) Co.,  
Korean Oil  
KOSIT A S  
Kt Estate Co., Ltd.  
LUBSTAR A.S.  
Maharashtra State Electricity Distr  
MARIA ROSA ALICIA MARAVEL VALENZUEL  
MAWATI COLETA DE RESIDUOS INDUSTRIA  
MEDAM S DE RL DE CV  
MICHELLE GARCIA LICONA  
MOL Česká republika, s.r.o.  
NAMYANG CO.,LTD.  
Nantong Lean Electronics Co., Ltd  
NCH BRASIL LTDA.  
Nepal Dist. de Agua Mineral LTDA.  
Nevicom SA  
ONYX EST  
OPERADORA DE BOLICHE MEXICALI  
Operadora de Boliche Mexicali SA de CV  
ORANGE BUSINESS SERVICES  
ORANGE ROMANIA SA  
Orange Slovensko a s  
PACIFIC TREATMENT ENVIRONMENTAL  
PCS Telecom Co.,Ltd  
PRAZSKA ENERGETIKA, A.S.  
Presov REAL s.r.o  
PROAGUAS TRANSANTISTA LTDA-ME  
PROLAB AMBIENTAL ANÁLISE

PROMOBEIS DE MEXICALI, A.C.  
RADIOMOVIL DIPSA SA DE CV  
Radiomovil Dipsa SA de CV Payment  
RAI Abbonamenti Speciali Torino  
RELIANCE JIO INFOCOMM LIMITED  
Renault SAS  
RENOVA TRATAMENTO DE RESIDUOS LTDA  
Restore Shred  
Ryder Communications Group Inc  
RYDER COMMUNICATIONS GROUP INC US  
SABESP - COMP.SAN.BAS.S.P  
SAMSUNG SDS  
SAS SEGEC DIRECT  
Schneider Electric ESS BVBA  
SERVICO AUTONOMO DE AGUA E ESGOTO  
Shang Hai Lai Shi You Pin You Xian  
shanghai move-communicate Co.Ltd.  
shanghai telecom account center  
SHANGHAI WINSH COMPUTER TECHNOLOGY  
Shanghai Ziyan information technolo  
Shanghai Ziyu Network Technology Co  
SINGTEL EUROPE LTD  
Singtel Global (India) Pvt Ltd  
SingTel Global India Private Limite  
Singtel Global India Pvt Ltd  
SK Broadband Co., Ltd.  
SK PROTECTIVE PRODUCTS  
SK Technik  
SK 텔레콤  
SUEZ Australia Pty Ltd  
Swisscom (Schweiz) AG  
TELECOM ITALIA SPA  
TELSTRA  
TEMPO ENERGIA S.A.  
Tinmar Energy SA  
TINMAR GAS S.A.  
T-mobile Czech Republic, a.s.  
TOTAL ENERGIE GAZ  
TOTAL FRANCE  
T-SYSTEMS DO BRASIL LTDA  
UB1st Co., Ltd.  
UNITED GRINDING NORTH AMERICA INC  
VEOLIA EAU  
Veolia Environmental Services Techn  
VEOLIA ES CLEANAWAY UK LTD  
Veolia Water Technologies

VERIZON  
Verizon communications India Privat  
Verizon Communications Slovakia s.r  
VERIZON FINANCIAL SERVICES LLC US  
Verizon Italia S.p.A.  
Verizon Nederland BV  
Verizon Switzerland AG  
VERIZON WIRELESS  
VERIZON WIRELESS US  
VODAFONE  
Vodafone GmbH  
Vodafone Idea Limited  
Vodafone Italia S.p.A.  
Vodafone Ltd  
Vychodoslovenska energetika a.s  
Waterlogic Australia PTY LTD  
Wuhan Hubei Electric Power Company  
Wuhan Stone Smart Time Technology  
Wuhan Water Group Company Litimited.

**Major Vendors**

ACEROS MOLDEADOS DE LACUNZA SA  
ACTECH GMBH  
ADP  
Aikoku Alpha Corp  
ALUMALSA  
Amazon  
ANSYS  
AOKI SEIKI INDUSTRIES  
ARANDA TOOLING INC.  
ATMECA  
AutoCont  
AVENUE MOULDMAKING LTD  
AVL  
AXA Life  
BIBUS  
BOCAR S.A. DE C.V.  
Booster Precision Components  
BQ MACHINING SA DE CV  
Brakes India  
BUDGET SRL  
Caisse AVS de la Federation patronale vandoise  
Caparo Engineering India Pvt Ltd  
CASTEC  
CASTWELL PRODUCTS LLC  
CBRE

CCN  
CEMB  
Central CMS Corporation  
CEVA  
Cimos  
CITI  
Cogeme  
COMPA SA  
COMPACT SERVICE ABC SRL  
COMPAX INC  
CROSS MANUFACTURING CO  
CRRC  
Daido  
Dalian Nakamura  
Dandong Heben Prec Mach Co Ltd  
DANYANG CHENGYE LIGHT  
DATATECHNIC  
DBI PLASTICS  
DHL  
DISCOM INTERNATIONAL INC  
Doncasters  
DUCI  
Easy Flyers S.R.O.  
ECONOCOM  
EGSTON  
ELE Advanced Technology  
ElringKlinger  
ENKEI ALUMINIUM PRODUCTS  
EQUEST LOGISTIC SRL  
ETAS  
EVEREST ROPACK  
Expeditors International  
Faist  
Feilong Auto Components Co., Ltd  
FERRIERE DI STABIO S.A  
Finecast Foundry Limited  
FIRTH RIXSON PLC  
Flex Automotive  
Fontana  
Formel D  
FPRS DEPOSITORY ACCOUNT PLAN 88374 US (FIDELITY)  
FS PRECISION TECH LLC  
FSA Systeme de Asamblare SRL  
Fujitsu  
Fujiwa Machinery  
GITS

GUTIERREZ TRUCKING, LLC.  
Helical  
Hella  
Hickey Fabrication Services Ltd.  
HIT PRECISION METALS CO LTD  
Hitachi  
Honeywell  
Howmet Fixation Simmonds SAS  
INDO MIM PRIVATE LTD  
Indo Schottle  
INDO-MIM PRIVATE LTD  
INSTITUTO MEXICANO DEL SEGURO SOCIAL  
Inzi Controls  
ISIS Development  
Japan Pension Organization Port  
Jiangsu sinotec co.,ltd  
JIANGSU TENGCHI TECHNOLOGY CO LTD  
Jiangyin Machine Building Inc  
JIANGYIN UNI-POL CO LTD  
Kamtec  
Kehua  
KINTETSU WORLD EXPRESS, INC.  
KOSEI AKAGI (KUNSHAN) ALUMINUM CO.,  
Koshida Corporation  
KOVOLIS HEDVIKOV A.S  
Le Belier  
LEMAN Industire  
LGA Automation  
Lioho Metal (hubei) Co Ltd  
LISK GW COMPANY INC  
M2M Machining Inc  
Magneti Marelli  
MANPOWER  
Marubeni Automotive Corporation  
MECANIZACION S.A.  
Mei Ta Industrial Co., Ltd  
METALIS  
Microsoft Corporation  
MINDA CORPORATION LIMITED  
MITSUBA  
MITSUBISHI  
NATIONAL ECONOMIC RESEARCH ASSOC  
Netron Investment SRL  
NINGBO YINZHOU TIANGE AUTOMOBILE  
NMB Minebea GmbH  
NNC SOLUTIONS SRL

NORMA  
NTT  
Old Mutual Operadora de Fondos  
ORACLE  
PERROTON  
Pierburg  
Poclain Technicast  
PRECIALP  
PRECISION RESOURCE  
Q and L Industrial Services s r o  
Quality&Logistics Industrial Service  
R.G. RAY CORPORATION  
RAIS Slovakia, s.r.o.  
RCI ROSS CASTING & INNOVATION  
Remet UK Ltd.  
S&H Co  
Saint Jean Industries Lorraine  
Saint Jean Industries Lorraine SA  
Samwee Precision  
SC EXCELENT AUTO SRL  
Schaeffler  
SECURITAS  
SELMEC  
Sensata  
Seo-il Casting  
Shanghai LiangJi  
SICTA  
SIRVA GLOBAL RELOCATION INC  
Sn SAMAT  
Sonceboz  
STOCKLOR  
Streit  
STWM  
Supply Chain Factory GmbH  
T.R. Fastenings  
TAIKO UNYU  
TATA CONSULTANCY SERVICES  
TECHSISTEM SRL  
TECNOMATIC  
TF SERVICE IMPEX SRL  
THE CHARTER DEPT. INC.  
THE COLLECTOR - GENERAL  
Thermamax  
Trigo  
TRUCAST  
Turbocam Automated Production Syste



Umfotec Umformtechnik GmbH  
UniCredit  
UNITED HEALTH CARE  
Universal Precision Screws  
US BANK (FREIGHT)  
VANGUARD FOUNDRY LTD  
VIMI Fasteners S.p.A.  
WAUKESHA BEARINGS CORP  
Wecast  
Wieland Metal Services LLC  
Windtech Inc  
WUXI BEST PRECISION MACHINERY CO  
WUXI LIHU  
Wuxi Xinan Aluminum Technology Co.,  
WUXI YELONG PRECISION MACHINERY CO  
YUSEN LOGISTICS S.R.L.