

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

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*Proposed Counsel to the Debtors*

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

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

**DEBTORS' APPLICATION PURSUANT TO 11 U.S.C. § 363(b) AUTHORIZING THE  
DEBTORS TO PAY THE FEES AND EXPENSES OF SCHULTE ROTH & ZABEL LLP  
AS COUNSEL TO THE TRANSACTION COMMITTEE APPOINTED BY THE BOARD  
OF DIRECTORS OF GARRETT MOTION HOLDINGS, INC.**

Garrett Motion Holdings, Inc. ("GMHI") and its affiliated debtors and debtors in possession (each a "Debtor" and, collectively, the "Debtors") submit this application (this "Retention Application") for entry of an order, substantially in the form attached hereto as **Exhibit A** (the "Proposed Order"), pursuant to section 363(b) of title 11 of the United States Code (the

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



“Bankruptcy Code”), authorizing the Debtors to pay the fees and expenses of Schulte Roth & Zabel LLP (“Schulte” or the “Firm”) as counsel to the Transaction Committee appointed by the Board of Directors of GMHI, effective as of the Petition Date (as defined below). In support of this Retention Application, the Debtors rely upon the declaration of Adam C. Harris (the “Harris Declaration”) attached hereto as **Exhibit B**, and respectfully state as follows:

### **Jurisdiction and Venue**

1. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b).

2. The statutory predicates for the relief requested herein is section 363(b) of the Bankruptcy Code.

### **Background**

3. 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.

4. 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 the Debtors' cases (the “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].

5. 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] (the "Deason First Day Declaration").<sup>2</sup>

### **Relief Requested**

6. By this Retention Application, the Debtors seek authority to pay the fees and expenses of Schulte as counsel to the GMHI Transaction Committee (as such term is defined below) in accordance with the terms and conditions set forth in that certain engagement agreement effective as of August 7, 2020 (the "Engagement Letter"), attached hereto as **Exhibit C**,

### **Schulte's Qualifications**

7. As a general matter, Schulte has extensive experience representing boards and committees of boards in highly challenging circumstances and is well positioned to continue providing necessary independent representation to the GMHI Transaction Committee. The GMHI Transaction Committee selected and desires to remain with Schulte because of its experience representing the interests of directors in complex situations together with Schulte's broad experience with bankruptcy, restructuring, and corporate governance matters.

8. Schulte has worked productively and efficiently alongside the Debtors' advisors in ways that have avoided duplication of effort. Schulte has not and will not advise the Debtors on general bankruptcy, corporate or other matters, and none of the Debtors' lawyers will provide independent legal advice to the GMHI Transaction Committee in connection with the GMHI Transaction Committee's fulfillment of its mandate.

9. The Debtors have been informed that Adam C. Harris, a partner at Schulte, as well as other partners of, counsel to, and associates of Schulte who will be working on this

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<sup>2</sup> Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Deason First Day Declaration.

matter, are members in good standing of, among others, the Bar of the State of New York and the United States District Court for the Southern District of New York.

10. For the foregoing reasons, the Debtors believe that Schulte is particularly well-situated and well-qualified to represent the GMHI Transaction Committee in connection with the Chapter 11 Cases in a most efficient and timely manner.

**Scope of Services to Be Provided; Professional Compensation**

11. As set forth more fully in the Deason First Day Declaration, prior to the Petition Date, the Debtors commenced a strategic review of their businesses and operations for the purpose of evaluating alternative available to them in the context of changing industry conditions. *See* Deason First Day Declaration, ¶ 5. The strategic review culminated in a decision by the Debtors to proceed with a sale of all or substantially all of their assets to the Stalking Horse Purchaser pursuant to the Stalking Horse Purchase Agreement, or to an alternative bidder submitting a higher or better offer as a result of the Bid Procedures process and Auction. *Id.* ¶¶ 6-8.

12. Recognizing the potential for conflicts emanating from the fact that the ASASCO Indemnity Obligations are liabilities of ASASCO and its subsidiaries only (and not of Garrett Motion Holdings, Inc. or Garrett Transportation 1, Inc. and its subsidiaries), the Debtors determined prior to the commencement of these Chapter 11 Cases to create a “Transaction Committee” at each of GMHI and ASASCO (in each case comprised of an independent director) to negotiate an arm’s-length allocation of distributable value between the ASASCO Group and the GMI Group resulting from the consummation of a the Stalking Horse Purchase or other restructuring plan of reorganization.

13. In August, the Boards of Directors of each of GMHI and ASASCO established their respective Transaction Committees (the “GMHI Transaction Committee” and the



“ASASCO Transaction Committee,” respectively).<sup>3</sup> The independent director comprising the GMHI Transaction Committee is Alexander D. Greene. The GMHI Transaction Committee and the ASACO Transaction Committee have been tasked with analyzing the relative values of the ASASCO Group and the GMI Group, negotiating a proposed settlement of the aggregate amount of distributable value from the sale (or other plan of reorganization) that should be allocable to the ASASCO Group, on the one hand, and the GMI Group, on the other hand, and recommending that settlement to the respective Boards of Directors.

14. Prior to the Petition Date, the GMHI Transaction Committee retained Schulte to represent and advise it in furtherance of the above (the “Matter”).

15. The Debtors are seeking authority to pay the reasonable fees and expenses of Schulte for the services rendered by Schulte to the GMHI Transaction Committee. Schulte's current hourly rates for the attorneys who are expected to provide services to the GMHI Transaction Committee are \$1,095-\$1,550 for partners, \$435-\$1,200 for special counsel and associates and \$220-\$545 for legal assistants and practice support personnel. Schulte adjusts its rates periodically, typically on January 1 of each year.

16. In addition to the hourly rates set forth above, Schulte customarily charges its clients for costs and expenses incurred. These costs and expenses include, among other things, overnight mail, courier delivery, transportation, computer-assisted legal research, photocopying, airfare, meals, and lodging.

17. Schulte intends to submit monthly invoices (the “Monthly Invoices”) to the GMHI Transaction Committee, with copies of the Monthly Invoices (in summary form without detailed time entries) submitted reasonably contemporaneously therewith to (a) the Debtors, (b)

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<sup>3</sup> A copy of the resolution establishing the GMHI Transaction Committee is attached hereto as **Exhibit D**.

counsel for the Debtors, (c) the U.S. Trustee; (d) counsel to any official committees appointed in these Chapter 11 Cases; and (e) counsel to the administrative agent under the Debtors' debtor in possession financing facility (collectively, the "Notice Parties" and each, a "Notice Party"). The Debtors will pay all amounts invoiced by Schulte for fees and expenses pursuant to the following procedures (the "Payment Procedures"):

- a) On or after the 20th day of each calendar month, following the month for which compensation is sought, Schulte will serve on each of the Notice Parties a Monthly Invoice with respect to the fees and expenses incurred during the preceding month.
- b) Each Notice Party shall have fifteen (15) days after a Monthly Invoice is served to review such Monthly Invoice and, if such Notice Party has an objection to all or any portion of the fees or expenses sought in a particular Monthly Invoice (an "Objection"), such party shall, by no later than fifteen (15) days following service of the particular Monthly Invoice (the "Objection Deadline"), serve upon Schulte and the Notice Parties a written notice (the "Notice of Objection to Invoice"), setting forth with specificity the nature of the Objection and the amount of fees or expenses at issue.
- c) If no Notice of Objection to Invoice has been timely served by the Objection Deadline, or if Schulte and the objecting Notice Party thereafter consensually resolve any such Objection, the Debtors shall promptly pay, in full, the fees and expenses identified in the Monthly Invoice (as the same may have been adjusted).
- d) If a Notice of Objection to Invoice has been timely served, the Debtors shall withhold payment of that portion of the Monthly Invoice to which the Objection is directed and promptly pay the remainder of the fees and expenses set forth in such Monthly Invoice.
- e) If a Notice of Objection to Invoice is timely served upon Schulte and the other Notice Parties, Schulte and the objecting party will work in good faith to resolve their dispute without resort to the Court.
- f) Any Objections that are not resolved by the parties shall be preserved and presented to the Court at the next available hearing date.

#### **Schulte's Disinterestedness**

18. Because Schulte will be acting as counsel to the GMHI Transaction Committee, rather than the Debtors, the Debtors do not believe that Schulte is a professional whose employment is subject to approval under Section 327 of the Bankruptcy Code. Nevertheless,

Schulte has conducted the customary review of the parties in interest list provided by the Debtors. To the best of the Debtors' knowledge, the partners of, counsel to, and associates of Schulte do not have any connection with or any interest adverse to the Debtors, their creditors, or any other party in interest, or their respective attorneys and accountants, except as may be set forth in the Harris Declaration.

19. The Debtors have been informed that Schulte will conduct an ongoing review of these matters, and, if any new facts or relationships that Schulte believes should be disclosed to this Court and the parties in interest in these cases are discovered, Schulte will use reasonable efforts to file a supplemental disclosure with the Court and serve such supplemental disclosure on the Notice Parties.

#### **Basis for Relief Requested**

20. The Debtors seek to pay the fees and expenses of Schulte pursuant to section 363 of the Bankruptcy Code. Section 363(b) of the Bankruptcy Code provides, in relevant part, that a debtor in possession "after notice and a hearing, may use, sell or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363. In considering a section 363(b) motion, courts examine whether the proposed use of property is supported by a sound business judgment. *Ad Hoc Comm. of Equity Holders of Republic Airways Holdings Inc. v. Republic Airways Holdings Inc. (In re Republic Airways Holdings Inc.)*, 2016 U.S. Dist. LEXIS 60316, at \*26 (S.D.N.Y. May 6, 2016) (citing *In re Chateaugay Corp.*, 973 F.2d 141, 144-45 (2d Cir. 1992)). This examination requires consideration of the "business justification" for the proposed use. *In re Lionel Corp.*, 772 F.2d 1063, 1070 (2d Cir. 1983). ("[T]here must be some articulated business justification . . . for using, selling or leasing property out of the ordinary course of business before the bankruptcy judge may order such disposition under Section 363(b).").

21. Courts within this district have approved payment of fees and expenses of counsel for a debtor's independent directors pursuant to section 363. *See, e.g., In re SunEdison, Inc.*, No. 16-10992 (SMB) (Bankr. S.D.N.Y. July 13, 2016) [ECF No. 764] (authorizing debtors to pay fees and expenses of counsel to independent directors on monthly basis); *In re Sabine Oil & Gas Corp.*, No. 15-11835 (SCC) (Bankr. S.D.N.Y. Nov. 5, 2015) [ECF No. 485] (authorizing debtors to advance legal fees to directors in connection with a postpetition investigation); *In re Residential Capital, LLC*, No. 12- 12020 (MG) (Bankr. S.D.N.Y. Sept. 27, 2012) [ECF No. 1610] (authorizing payment of fees and expense of counsel to independent directors); *In re Innkeepers USA Trust*, No. 10-13800 (SCC) (Bankr. S.D.N.Y. Nov. 10, 2010) [ECF No. 701] (authorizing payment of fees and expenses of counsel to committee of independent trustees of a board of trustees).

22. In addition, it is not uncommon outside of bankruptcy for independent directors to engage separate counsel to provide independent advice when a corporation is pursuing strategic initiatives, including restructurings, with such counsel being paid by the corporation.

23. For the reasons explained above, the payment of the fees and expenses of Schulte for its services to the GMHI Transaction Committee is fully supported by the applicable indemnification provisions of the Debtors' corporate documents. It is a sound exercise of the Debtors' business judgment to pay these fees and expenses as required.

24. Accordingly, the Debtors believe that paying the ongoing fees and expenses of Schulte as counsel to the GMHI Transaction Committee is appropriate and in the best interests of the Debtors and their estates.

### **Notice**

25. No creditors' committee has been appointed in these Chapter 11 Cases. Notice of this Retention 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 Prior Request**

26. 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 is just and proper.

Dated: September 30, 2020  
New York, New York

/s/ Andrew G. Dietderich  
Andrew G. Dietderich  
Brian D. Glueckstein  
Benjamin S. Beller  
Noam R. Weiss  
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*Proposed Counsel to the Debtors*

**Exhibit A**

**Proposed Order**

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

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

**ORDER PURSUANT TO 11 U.S.C. § 363(b) AUTHORIZING THE DEBTORS TO PAY  
THE FEES AND EXPENSES OF SCHULTE ROTH & ZABEL LLP AS COUNSEL TO  
THE TRANSACTION COMMITTEE APPOINTED BY THE BOARD OF DIRECTORS  
OF GARRETT MOTION HOLDINGS, INC.**

Upon the *Debtors' Application for an Order Authorizing the Debtors to Pay the Fees and Expenses of Schulte Roth & Zabel LLP as Counsel to the Transaction Committee Appointed by the Board of Directors of Garrett Motion Holdings, Inc.* (the "Retention Application")<sup>2</sup> of the above-captioned debtors and debtors in possession (each, a "Debtor" and, collectively, the "Debtors"), for entry of an order pursuant to section 363(b) of title 11 of the United States Code (the "Bankruptcy Code"), authorizing the retention and employment of Schulte Roth & Zabel LLP ("Schulte" or the "Firm") as attorneys for the GMHI Transaction Committee with respect to Matter, all as more fully described in the Retention Application; and the Court having reviewed the Harris Declaration; and this Court having jurisdiction to consider the Retention

<sup>1</sup> The last four digits of Garrett Motion Inc.'s tax identification number are 3189. Due to the large number of debtor entities in these Chapter 11 Cases, which are being jointly administered, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' proposed claims and noticing agent at <http://www.kcellc.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 meanings ascribed to them in the Retention Application.



Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and consideration of the Retention Application and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Retention Application having been provided to the parties listed therein, and it appearing that no other or further notice need be provided; and a hearing having been noticed to consider the relief requested in the Retention Application (the “Hearing”); and upon the record of the Hearing (if any was held) and all of the proceedings had before the Court; and the Court having found and determined that the relief sought in the Retention Application is in the best interests of the Debtors, their estates, creditors, shareholders and all parties in interest; and that the legal and factual bases set forth in the Retention Application establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED THAT:**

1. The Retention Application is GRANTED to the extent provided herein.
2. The terms of the Engagement Letter, as modified by the Retention Application and this Order, are reasonable terms and conditions of employment and are hereby approved.
3. The Debtors are authorized, pursuant to section 363(b) of the Bankruptcy Code, to pay the reasonable fees and compensation to, and reimburse expenses of, Schulte, as counsel to the GMHI Transaction Committee effective as of the Petition Date.
4. The Debtors shall pay the reasonable and undisputed fees and expenses

incurred by Schulte as advisor to the GMHI Transaction Committee in connection with: the Matter and such other matters as may be requested by the GMHI Transaction Committee and agreed by Schulte from time to time.

5. Schulte shall submit monthly invoices (the “Monthly Invoices”) to the GMHI Transaction Committee, with copies of the Monthly Invoices (in summary form without detailed time entries) submitted reasonably contemporaneously therewith to the Notice Parties. The Debtors will pay all amounts invoiced by Schulte in accordance with the following Payment Procedures:

a) On or after the 20th day of each calendar month, following the month for which compensation is sought, Schulte will serve on each of the Notice Parties a Monthly Invoice with respect to the fees and expenses incurred during the preceding month.

b) Each Notice Party shall have fifteen (15) days after a Monthly Invoice is served to review such Monthly Invoice and, if such Notice Party has an objection to all or any portion of the fees or expenses sought in a particular Monthly Invoice (an “Objection”), such party shall, by no later than fifteen (15) days following service of the particular Monthly Invoice (the “Objection Deadline”), serve upon Schulte and the Notice Parties a written notice (the “Notice of Objection to Invoice”), setting forth with specificity the nature of the Objection and the amount of fees or expenses at issue.

c) If no Notice of Objection to Invoice has been timely served by the Objection Deadline, or if Schulte and the objecting Notice Party thereafter consensually resolve any such Objection, the Debtors shall promptly pay, in full, the fees and expenses identified in the Monthly Invoice (as the same may have been adjusted).

d) If a Notice of Objection to Invoice has been timely served, the Debtors shall withhold payment of that portion of the Monthly Invoice to which the Objection is directed and promptly pay the remainder of the fees and expenses set forth in such Monthly Invoice.

e) If a Notice of Objection to Invoice is timely served upon Schulte and the other Notice Parties, Schulte and the objecting party will work in good faith to resolve their dispute without resort to the Court.

f) Any Objections that are not resolved by the parties shall be preserved and presented to the Court at the next available hearing date.

6. To the extent the Retention Application is inconsistent with this Order, the terms of this Order shall govern.

7. The Debtors and Schulte are authorized to take all action necessary to carry out this Order.

8. Notice of the Retention Application as provided therein shall be deemed good and sufficient notice of the Retention Application, and the Local Bankruptcy Rules are satisfied by the contents of the Retention Application.

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

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

Dated: \_\_\_\_\_, 2020  
New York, New York

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Michael E. Wiles  
UNITED STATES BANKRUPTCY JUDGE

**Exhibit B**

**Harris Declaration**

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

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

**DECLARATION OF ADAM C. HARRIS IN SUPPORT OF DEBTORS' APPLICATION  
PURSUANT TO 11 U.S.C. § 363(b) AUTHORIZING THE DEBTORS TO PAY THE FEES  
AND EXPENSES OF SCHULTE ROTH & ZABEL LLP AS COUNSEL TO THE  
TRANSACTION COMMITTEE APPOINTED BY THE BOARD OF DIRECTORS OF  
GARRETT MOTION HOLDINGS, INC.**

Adam C. Harris makes this declaration under 28 U.S.C. § 1746:

1. I am a partner in the law firm of Schulte Roth & Zabel LLP ("Schulte" or the "Firm"), an international law firm with its principal offices at 919 Third Avenue, New York, New York 10022. I am the lead attorney from Schulte working on the above-captioned chapter 11 cases. I am a member in good standing of the Bar of the State of New York and I have been admitted to practice in the United States District Court for the Southern District of New York.

2. I submit this declaration (this "Declaration"), pursuant to Rule 2016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and section 329 of title 11 of the United States Code (the "Bankruptcy Code"), in support of the *Debtors' Application Pursuant to 11 U.S.C. § 363(b) Authorizing the Debtors to Pay the Fees and Expenses of Schulte Roth &*

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

*Zabel LLP as Counsel to the Transaction Committee Appointed by the Board of Directors of Garrett Motion Holdings, Inc.* (the “Retention Application”).<sup>2</sup> Unless otherwise stated in this Declaration, I have personal knowledge of the facts set forth herein. To the extent any information disclosed herein requires amendment or modification upon Schulte's completion of further review, or as additional party-in-interest information becomes available, a supplemental declaration will be submitted to the Court reflecting such amended or modified information.

**Services to be Rendered; Compensation Arrangements**

3. As set forth in that certain *Letter of Engagement* effective as of August 7, 2020, a copy of which is attached to the Retention Application as **Exhibit C** (the “Engagement Letter”), prior to the Petition Date the GMHI Transaction Committee determined to employ and retain Schulte to provide services with respect to the Matter in accordance with the terms of the Engagement Letter. The GMHI Transaction Committee has advised Schulte of its desire to continue the employment of Schulte during the course of these Chapter 11 Cases.

4. Subject to the Court’s approval, Schulte will charge the Debtors for its legal services on an hourly basis in accordance with its ordinary and customary rates for matters of this type in effect on the date such services are rendered and for reimbursement of its actual, necessary expenses and other charges incurred by the Firm. Schulte's current hourly rates for the attorneys who are expected to continue providing services to the GMHI Transaction Committee are \$1,095-\$1,550 for partners, \$435-\$1,200 for special counsel and associates and \$220-\$545 for legal assistants and practice support personnel. Schulte adjusts its rates periodically, typically on January 1 of each year.

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<sup>2</sup> Capitalized terms used, but not otherwise defined herein, have the meaning ascribed to them in the Retention Application.

5. The hourly rates set forth above are the Firm's standard hourly rates for work of this nature. These rates are set at a level designed to fairly compensate the Firm for the work of its attorneys, legal assistants and practice support personnel and to cover fixed and routine overhead expenses. Additionally, it is the Firm's policy to charge its clients in all areas of practice for all other expenses incurred in connection with the client's case or transaction. The expenses charged to clients include, among other things, express mail charges, special or hand delivery charges, document processing charges, photocopying charges, charges for mailing supplies (including, without limitation, envelopes and labels) provided by the Firm to outside copying services for use in mass mailings, travel expenses, expenses for "working meals," computerized research, transcription costs, as well as non-ordinary overhead expenses, approved by the client, such as secretarial and other overtime. The Firm will charge the Debtors for these expenses in a manner and at rates consistent with charges made generally to the Firm's other clients. The Firm believes that it is fairer to charge these expenses to the clients incurring them rather than to increase the hourly rates and spread the expenses among all clients.

**Schulte's Disinterestedness**

6. Because Schulte will be acting as counsel to the GMHI Transaction Committee, rather than the Debtors, I do not believe that Schulte is a professional whose employment is subject to approval under Section 327 of the Bankruptcy Code. Nevertheless, I caused Schulte attorneys under my supervision to conduct a customary review of the parties in interest list provided by the Debtors.

7. Except as otherwise set forth herein, based on the conflicts search conducted to date and described herein, to the best of my knowledge, Schulte (a) does not have any connection with the Debtors or their affiliates, their creditors, their significant shareholders, the U.S. Trustee, or any person employed in the office of the U.S. Trustee, or any other party in interest, or its

respective attorneys and accountants; (b) is a “disinterested person,” as that term is defined in section 101(14) of the Bankruptcy Code; and (c) does not hold or represent any interest adverse to the estates. Schulte represents, and in the future may represent, clients in connection with the purchase and sale of loans made under the Debtors’ various credit facilities (such representations, the “Debt Trading Representations”). The Schulte attorneys engaged in the Debt Trading Representations will not be involved in (and will be screened off from) Schulte’s representation of the GMHI Transaction Committee.

8. Schulte and certain of its partners, senior counsel, counsel and associates may have in the past represented, may currently represent, and likely in the future will represent parties in interest in the Chapter 11 Cases in connection with matters unrelated to the Debtors and the Chapter 11 Cases. Schulte searched its electronic database for its connections to the parties that comprise the categories listed on **Schedule 1** annexed hereto (the “Retention Checklist”). This list was provided by the Debtors in the format in which they maintain the list. In some instances, the list does not disclose the full legal name or other information needed for Schulte to search its electronic database. Where the names of the entities reviewed were incomplete or ambiguous, the scope of the search was intentionally broad and inclusive, and Schulte reviewed each “hit” in its records to determine whether Schulte had any connection with such person or entity.

9. All statements made herein or in the schedules annexed hereto concerning Schulte's connections to parties in interest are based upon (y) information from, and discussions I or other Schulte personnel reporting to me have had, with the attorneys and other personnel at Schulte responsible for conflicts matters; and (z) information generated by the Accounting Department at Schulte. The information listed on **Schedule 1** may have changed without Schulte's knowledge and may change during the pendency of these Chapter 11 Cases. Schulte has informed



the Debtors that it will conduct an ongoing review of these matters, and, if any new facts or relationships that Schulte believes should be disclosed to this Court and the parties in interest in these cases are discovered, Schulte will use reasonable efforts to file a supplemental disclosure with the Court and serve such supplemental disclosure on the Notice Parties.

10. From time to time, Schulte may refer, or may have referred, work to other professionals to be retained in the Chapter 11 Cases. Likewise, certain such professionals may refer, or may have referred, work to Schulte. In addition, we believe it likely that many of the professionals who may appear in the case may be trustees, witnesses, advisors or counsel, as the case may be, in other transactions or cases in which Schulte also represents a client. Schulte may retain various such professionals or affiliates thereof to provide forensic, litigation support and financial advisory services to Schulte or Schulte's clients in a variety of past, present or future engagements. Current employees at Schulte may be former employees of, or related to employees of, one or more of the other professionals in these Chapter 11 Cases. In addition, attorneys at Schulte belong to professional organizations to which other professionals who may appear in these Chapter 11 Cases may also belong. Schulte does not maintain searchable records of any of these relationships, but I do not personally know of any that exist.

11. **Schedule 2** to this Declaration (the "**Search Results**") lists the results of Schulte's conflicts searches of the entities listed on **Schedule 1**. Many of the Firm's representations of the clients listed on **Schedule 2(b)** consist of representations in episodic transactional matters and will not affect the Firm's representation of the GMHI Transaction Committee in the Chapter 11 Cases. Also, Schulte does not represent, and has not represented, within the time period covered by our conflicts database, any other entity in any matter adverse and/or related to the Debtors or their estates. Schulte is not disqualified from acting as the GMHI

Transaction Committee's counsel merely because it represents the Debtors' creditors, significant shareholders, or other parties in interest in matters unrelated to the Chapter 11 Cases.

12. Based on the conflicts search conducted to date and described herein, to the best of my knowledge, neither I, Schulte, nor any partner or associate thereof, insofar as I have been able to ascertain, have any connection with the Debtors, their creditors, their significant shareholders or any other parties in interest, its respective attorneys and accountants, the U.S. Trustee, any person employed in the Office of the U.S. Trustee, or any Bankruptcy Judge currently serving on the United States Bankruptcy Court for the Southern District of New York, except as disclosed or otherwise described herein. All of the connections described on Schedule 2(b) pertain to Schulte's representation of such current and former clients in matters wholly unrelated to the Debtors and the Chapter 11 Cases.

13. Schulte may advise clients in transactions and litigations, including restructuring and bankruptcy matters, with third parties with which the Debtors also have a relationship. For example, Schulte may represent certain creditors or directors of a company, and the Debtors may have a separate relationship, such as a supplier or customer, with the same company. In certain circumstances, the interests of Schulte's clients may be adverse to those of the Debtors with respect to the third party. I do not know whether the Search Results or Schulte's conflict checking system captures all connections of this nature or whether such situations are properly considered "connections" within the meaning of the Bankruptcy Rules, although, out of an abundance of caution, if the conflict check disclosed such instances, I have included the party in interest on the attached **Schedule 2(b)**.

14. In addition, Schulte may have represented, may currently represent, or may in the future represent, a borrower, an issuer of securities, a financial advisor, an underwriter of

securities, a lead bank or any other client in financing transactions, merger and acquisition transactions, litigation or arbitration matters, bankruptcy matters or other matters unrelated to these Chapter 11 Cases in which one or more parties in interest (or an affiliate) or a professional involved in these Chapter 11 Cases, including, those listed on the Search Results, happens to be involved, although not as Schulte's client. Schulte also may represent, in matters unrelated to the Debtors, companies that may be considered competitors of the Debtors.

15. I do not understand Bankruptcy Rule 2014(a) or other applicable law to require disclosure of each present or future engagement Schulte receives from a party in interest so long as it is unrelated to these Chapter 11 Cases. Schulte intends to accept engagements from other parties in interest (whether existing or new clients) on matters that are unrelated to the Debtors.

16. It is my understanding that no active, non-retired Schulte attorney or his or her respective family members owns GMI stock or is a creditor of the Debtors. It is my understanding that Schulte attorneys invest in a broad array of mutual funds and ETFs and through non-discretionary or otherwise managed accounts and programs for which investment decisions are not made by the attorney, some number of which either currently or may in the future own securities of the Debtors or one or more of their creditors.

17. Attorneys or employees of Schulte may receive services from parties in interest or professionals involved in this case. Attorneys or other employees of Schulte or their spouses or relatives may have beneficial ownership of securities issued by, or banking, insurance, brokerage or money management relationships with, other parties in interest. Attorneys of Schulte may have relatives or spouses who are members of professional firms involved in this case or employed by parties in interest. Except as set forth above, we have conducted no investigation of

our colleagues' banking, insurance, brokerage or investment activities or familial connections in preparing this Declaration, and do not believe any such interests would result in Schulte not being disinterested.

18. To the extent that any new relevant facts or relationships bearing on the matters described herein during the period of Schulte's retention are discovered or arise, Schulte will use reasonable efforts to file promptly a supplemental declaration, as required by Bankruptcy Rule 2014(a).

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

/s/ Adam C. Harris

Adam C. Harris

Partner

Schulte Roth & Zabel LLP

**Schedule 1**

**List of Interested Parties**

**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  
The Baupost Group, L.L.C.  
Cyrus Capital Partners, L.P.  
FIN Capital Partners LP  
Hawk Ridge Master Fund, LP  
Keyframe Capital Partners, L.P.  
Newtyn Management, LLC  
Owl Creek Credit Opportunities Master Fund, L.P.  
Sessa Capital IM, L.P.  
Warlander Asset Management, 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, Abbett & 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 Associates 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 RECHTSANWAELE 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  
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  
PERROTTON  
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  
Wescast  
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.

**Schedule 2**

**List of "Connections" With Interested Parties**

This schedule contains the names of parties on the Retention Checklist which our conflict-checking personnel advise me are current or former clients; affiliates of current clients; or persons with whom Schulte has some relationship involving the provision of legal services (such as a committee of independent directors of the entity or being designated by that entity to represent parties underwriting or providing financing for the entity) to a third-party where its fees may be borne in whole or part by such party in interest. In the case of Schedule 2(b) below, the services rendered by Schulte to the client, affiliate of a client, or former client, as applicable, are and were unrelated to the Debtors and these Chapter 11 Cases (except as otherwise set forth in the Harris Declaration).

<b>2(a) – CURRENT CLIENTS OF SCHULTE IN THE CHAPTER 11 CASES</b>
The Transaction Committee Appointed by the Board of Directors of Garrett Motion Holdings, Inc.

<b>2(b) – INTERESTED PARTIES TO WHOM SCHULTE PROVIDES, OR HAS PROVIDED, LEGAL SERVICES, WHICH SERVICES ARE WHOLLY UNRELATED TO THE DEBTORS, OR WITH WHOM SCHULTE HAS ANOTHER FORM OF CONNECTION AS DESCRIBED ABOVE ON SCHEDULE 2</b>
Amazon
Angelo Gordon & Co. LP
Aozora Bank, Ltd.
AXA Investment Managers (UK) Ltd.
Baker & McKenzie
Banco Santander

<b>2(b) – INTERESTED PARTIES TO WHOM SCHULTE PROVIDES, OR HAS PROVIDED, LEGAL SERVICES, WHICH SERVICES ARE WHOLLY UNRELATED TO THE DEBTORS, OR WITH WHOM SCHULTE HAS ANOTHER FORM OF CONNECTION AS DESCRIBED ABOVE ON SCHEDULE 2</b>
Bank of America Merrill Lynch, Global Corporate & Investment Banking
Barclays
Barclays Bank PLC
Barings
Barings LLC
BlackRock Fund Advisors
BNP Paribas
Carlson Capital LP
Chubb European Group Ltd
Citibank
CR Suisse Asset Mgmt LLC
Cyrus Capital Partners LP
Deccan Value Investors LP
Deloitte & Touche LLP
Deutsche Bank
DFG Investment Advisers Inc.
DHL
Ernst & Young LLP
Ford Motor Company
Goldman Sachs
Goldman Sachs & Co. LLC
Goldman Sachs Asset Mgmt LP

<b>2(b) – INTERESTED PARTIES TO WHOM SCHULTE PROVIDES, OR HAS PROVIDED, LEGAL SERVICES, WHICH SERVICES ARE WHOLLY UNRELATED TO THE DEBTORS, OR WITH WHOM SCHULTE HAS ANOTHER FORM OF CONNECTION AS DESCRIBED ABOVE ON SCHEDULE 2</b>
Hitachi Leasing America Ltd.
HPS Investment Partners
Intermediate Capital Group PLC
J.P. Morgan – Global Corporate Bank, Switzerland
J.P. Morgan Europe Limited
J.P. Morgan Securities PLC
JPMorgan BK Branch – 0802
JPMorgan Chase Bank – Luxembourg
JPMorgan Chase Bank – New York
JPMorgan Chase Bank, N.A.
JPMorgan Chase Bank, N.A., Loan and Agency Services Group
JPMorgan Chase Bank, Natl Asso.
Keyframe Capital Partners LP
Kim & Chang
KPMG
Manpower
Merrill Lynch & Co. Inc.
Merrill Lynch International
MUFG Bank Ltd.
Oracle
Owl Creek Credit Opportunities Master Fund LP



<b>2(b) – INTERESTED PARTIES TO WHOM SCHULTE PROVIDES, OR HAS PROVIDED, LEGAL SERVICES, WHICH SERVICES ARE WHOLLY UNRELATED TO THE DEBTORS, OR WITH WHOM SCHULTE HAS ANOTHER FORM OF CONNECTION AS DESCRIBED ABOVE ON SCHEDULE 2</b>
Perella Weinberg Partners
PGIM Inc.
PPM America
Raymond James Bank NA
Remfry & Sagar
Robeco Institutional Asset Management BV
Russell Investments Management LLC
Sheppard, Mullin, Richter Hampton LLC
Simmons & Simmons LLP
Societe General
State Street Global Advisors Ireland Ltd.
Steele Creek
TATA
The Baupost Group LLC
Toyota Motor Corp.
United Health Administrators Inc.
United Health Care
Warlander Asset Management LP

**Exhibit C**

**Engagement Letter**

## Schulte Roth & Zabel LLP

919 Third Avenue  
New York, NY 10022  
212.756.2000  
212.593.5955 fax  
  
www.srz.com

Adam Harris  
212 756-2253

Writer's E-mail Address  
adam.harris@srz.com

August 7, 2020

### Via E-Mail

Mr. Alexander D. Greene  
Independent Director and Sole Member of the  
Transaction Committee of the Board of Directors of  
Garrett Motion Holdings, Inc.  
5 Tripp Lane  
Armonk, New York 10504

Re: Letter of Engagement

Dear Alex:

We are pleased that, in your capacity as the sole member of the Transaction Committee (the "Transaction Committee") appointed by the Board of Directors of Garrett Motion Holdings, Inc. ("GMHI"), you have decided to retain Schulte Roth & Zabel LLP (sometimes referred to below as "we" or the "**Firm**") to represent and advise the Transaction Committee in furtherance of its mandate as set forth in the resolution of the Board of Directors of GMHI dated August 7, 2020. (the "**Matter**").<sup>1</sup> If the terms set forth in this letter are satisfactory, this letter will form the basis of the Firm's engagement in the Matter.

If you have any questions about or would like to discuss the terms set forth in this letter, please do not hesitate to contact me directly.

### I. Attorney-Client Relationship

Our representation will be of the Transaction Committee, of which you are the sole member. We will take direction from you, acting in such capacity, on all matters relating to this representation. Unless specifically retained to do so (as indicated in footnote 1, above), we will not represent any

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<sup>1</sup> The Firm will also represent you, in your capacity as a member of the Board of Directors of GMHI and the sole member of the Transaction Committee, in the event any Proceeding (as defined in the Independent Director Agreement between you and GMHI, dated August 7, 2020) is threatened or commenced. Any such representation will be evidenced by a separate engagement letter entered into at such time.

member of the Transaction Committee in their respective individual capacities in connection with the Matter. Accordingly, the Firm's representation of the Transaction Committee shall not establish nor constitute an attorney-client relationship, nor give rise to any duties of loyalty, confidentiality or other duties of a lawyer to a client, in each case between the Firm and either (a) you acting solely in your individual capacity, or (b) GMHI or any of its affiliates (each of whom is represented by separate counsel).

## II. Billing

The Firm's billing procedures described below are designed to be as simple and clear as possible. Please ask me any questions you may have regarding each statement as soon as it is received; if you do not do so, we will assume that you understand and accept the statement as rendered. It is agreed that our statements will be paid upon presentation.

### A. Rates

The Firm, like most law firms, charges for legal services based principally on the hourly rates of the attorneys performing the work. I, together with Michael Gilligan, will be primarily responsible for supervising the Matter, and I will be your primary Firm contact on the Matter but you are engaging the Firm, not the foregoing individually. My billing rate is \$1,550 per hour. Mr. Gilligan's billing rate is \$1,410 per hour. Some of the work will also be performed by other attorneys or by legal assistants, as we deem necessary. The Firm's hourly rates currently range from \$1,095 to \$1,550 for partners, \$435 to \$1,200 for special counsel and associates, and \$220 to \$545 for legal assistants and practice support personnel. Rates are adjusted periodically and the applicable rates will be those in effect at the time the services are rendered.

### B. Statements, Charges and Disbursements

We will submit to you statements for legal services, typically each month, that will include a description of the work performed. These statements also will include external and internal charges and disbursements incurred by us in the course of performing legal services (e.g., filing fees, computerized legal research and similar costs, duplicating, travel expenses, etc.). These items will be billed in accordance with our standard practice, which is generally at cost for external charges and disbursements billed by a vendor and at a direct or allocated cost derived from internal cost analyses for internal charges. In some situations, we may request an advance for certain client charges.

It is our understanding that all of our fees for legal services and related charges and disbursements incurred in connection with the Matter (whether incurred prior to, on or after the execution of this Letter of Engagement) will be paid by GMHI on behalf of the Transaction Committee (the "**Third-Party Payor**"), which, by signing below, agrees to pay all such fees, charges and disbursements<sup>2</sup> and acknowledges that it is not the Firm's client with respect to the Matter. The Firm also agrees that it will look solely to the Third-Party Payor for payment of all such fees, charges and disbursements, as well as satisfaction of any indemnification obligation under paragraphs D and E, below. Accordingly, the Firm will take direction only from the

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<sup>2</sup> We understand that GMHI has agreed to a \$500,000 initial budget for the Matter, and that any increase to such budget is subject to the approval of the Board of GMHI.

Transaction Committee and you as its sole member, not from the Third-Party Payor, and the Firm will pursue the Transaction Committee's best interests in the Matter. Furthermore, the Firm will not share the Transaction Committee's confidences with the Third-Party Payor, except as the Transaction Committee may specifically permit. If there is any dispute with respect to the Third-Party Payor's commitment to make payment under this agreement, the Third-Party Payor agrees to submit to arbitration under the terms set forth below under the section entitled "Arbitration."

C. Requests and Subpoenas

From time to time, we may be required to respond to requests or subpoenas from the Transaction Committee or a third party for information, documents or testimony about our work, or to institute a litigation hold with respect to documents and electronically stored information retained by the Firm. We will bill the Transaction Committee and the Third-Party Payor for any time spent or costs incurred responding to such requests or demands in connection with any matters we handle. If the Firm considers it necessary to engage counsel in connection with any such third-party requests, those expenses will be reimbursable disbursements under this engagement. The Firm will consult with you before engaging counsel.

D. Third-Party Vendor Arrangements

In connection with the Matter, the Firm may, at the Transaction Committee's request or with the Transaction Committee's consent, enter into contractual arrangements with third-party vendors on the Transaction Committee's behalf. Any such arrangement may contain restrictions on a vendor's liability, contractual liabilities for which the Firm may become financially responsible, indemnification obligations running from the Firm to the vendor, and exculpations and exonerations of the vendor with respect to its liability for services performed. In consideration of the Firm's entering into any such arrangement on your behalf, (1) the Transaction Committee and Third-Party Payor agrees to indemnify the Firm, and each of its attorneys, for any and all costs, claims, judgments, liabilities, damages and losses, including any legal or other expenses, that arise out of any such arrangement, including indemnification undertakings of the Firm, and (2) the Transaction Committee hereby ratifies and accepts any vendor liability restrictions, exculpations and exonerations set forth in any such arrangement and agrees that the Firm will not be liable to the Transaction Committee for any liability arising from the vendor's action or inaction for which the Firm cannot hold the vendor liable as a result of any such restriction, exculpation or exoneration. Nothing contained in this paragraph limits the Firm's liability to you for malpractice, as set forth in the New York Rule of Professional Conduct section 1.8(h)(1).

E. Indemnification for Third-Party Claims

The Transaction Committee and Third-Party Payor agree to jointly and severally indemnify the Firm, and each of its attorneys, for any and all costs, claims, judgments, liabilities, damages and losses, including any legal or other expenses, in connection with any claim, suit or allegation brought or made by any person or party other than directly by the Transaction Committee, arising out of the Firm's work for the Transaction Committee in connection with this engagement, including for investigating or defending any matter that could give rise to such costs, claims, judgments, liabilities, damages or losses. Nothing contained in this paragraph

limits the Firm's liability to you for malpractice, as set forth in the New York Rule of Professional Conduct section 1.8(h)(1).

F. As discussed, the Third-Party Payor will provide an initial retainer in the amount of \$150,000. The Firm will retain this amount until completion of the services to be rendered, at which time the Firm will apply the retainer amount to any unpaid balance that then exists. You and the Third-Party Payor will be billed monthly, as set forth herein, and all invoices will be due upon receipt. Any unused portion of this retainer will be returned to the remitter of the retainer upon completion of the services to be rendered.

### III. Intellectual Property; Records and Files

The Transaction Committee acknowledges and agrees that all work product of the Firm is the intellectual property of the Firm and that any rights in that property belong to the Firm. At any time during the representation, the Firm will return to the Transaction Committee, upon its written request, any materials supplied by you to the Firm. After the Firm's services conclude, the Firm will also, upon your written request, deliver the Transaction Committee's files to the Transaction Committee, along with any funds or property of the Transaction Committee in the Firm's possession, subject to the payment of any and all unpaid fees and expenses owed to the Firm, including the expenses of such production and delivery. There will be no charge for the removal or transfer of electronically stored information. If the Firm delivers, or causes to be delivered, any files to the Transaction Committee, the Firm may make a copy of such files and retain the same, at the Firm's expense, and may destroy such files at a time of the Firm's choosing. Physical files related to the Matter may be sent to storage offsite, and thereafter there may be an administrative cost for retrieving them from storage. If the Transaction Committee does not request delivery of its files, after the passage of not less than 10 years following the termination of the engagement, the Firm may destroy such files in accordance with the Firm's document, retention and destruction policy.

### IV. Personal Data

The Transaction Committee agrees that, if it provides us with personal data, the Transaction Committee will have complied with applicable data protection legislation and that we may process such personal data in accordance with our Data Transfer and Privacy Policy, available at [www.srz.com](http://www.srz.com), which we may update from time to time. We process personal data in order to (1) carry out work for the client, (2) comply with applicable laws and regulations, and (3) provide the client with information relating to the Firm and its services, such as legal updates, seminars and events. In the course of carrying out work for the Transaction Committee, we may share personal data with third parties, such as expert witnesses and other professional advisers. We store and dispose of personal data in a manner consistent with the record retention policies described in this letter. Please do not provide us with any data that you do not wish for us to store or process in a manner consistent with our policies.

### V. Email and Other Electronic Communications

#### A. Our Systems

In the interest of facilitating our services to the Transaction Committee, we may communicate with you or others by email, facsimile transmission, and Internet-based and extranet-based transmission and storage platforms (which store electronic data within computer software applications securely hosted remotely on the Internet (i.e., in the "cloud") or on Firm premises). The Transaction Committee agrees that the Firm may act on information and instructions received electronically. Unless the Transaction Committee notifies us of specific requirements with respect to the technologies we use to store and transmit your confidential information, the Transaction Committee consents to our use of these systems and applications and the submission of confidential client information to third-party service providers during this engagement.

The Firm has in place several technologies that protect the confidentiality, integrity, and availability of your information. Firm systems, processes and procedures have been certified according to the ISO/IEC 27001 information security standard. Nevertheless, the Firm cannot guarantee the security, reliability or effectiveness of email or other electronic communications technologies and the Firm accepts no liability for any loss arising from the delay, non-delivery, corruption or interception of electronic communications or from our acting in good faith on false electronic communications.

#### B. Your Systems

To ensure that the security measures the Firm has established are similarly enforced in your systems, we strongly advise you (and other parties) to enable encryption for email communications and to use secure file-sharing platforms for transmitting information. In addition, we recommend that all attorney-client electronic communications be conducted using technology systems that you control; using an email address or domain of any third party, including an entity (such as an individual's employer) or an individual that is not a client in the Matter (such as a family member), that may have independent rights of access to email traffic using that domain, may result in the unintended waiver of the attorney-client privilege with respect to all communications using such address or domain.

#### VI. Preservation Obligations

You should be aware that the law requires immediate steps to be taken to preserve relevant documents and electronic data in order to comply with U.S. federal and state laws and regulations, including securities, banking and tax laws and regulations, or upon the reasonable anticipation of litigation or other legal action such as a government or regulatory investigation. Failure to undertake preservation efforts in any of these circumstances or upon the reasonable anticipation of litigation or other legal action may result in serious adverse consequences to you, including monetary sanctions, adverse jury instructions and even dismissal of claims or counterclaims. If the Matter involves pending or anticipated litigation or other legal action, or if the Matter involves a transaction or other legal services for which litigation or other legal action later becomes reasonably foreseeable, you agree that you will confer with the Firm concerning reasonable and appropriate preservation steps that might be taken or confirm that such steps have been taken already.

## VII. Client Cooperation

The Transaction Committee acknowledges and agrees that, in order for us to represent the Transaction Committee effectively, it is necessary for the Transaction Committee to assist and cooperate with the Firm. The Transaction Committee agrees to (1) make necessary individuals (including relevant members of GMHI management) available to discuss issues as they arise in the Matter; (2) attend and participate in meetings and other activities in connection with the Matter; and (3) provide complete and accurate information and documents to us on a timely basis.

## VIII. Media and Publicity

The Transaction Committee agrees that the Firm may identify the Transaction Committee publicly as a client—for example, in marketing materials or in the media—with a brief description of the nature of our representation. In doing so, we will not disclose any other privileged or confidential information.

## IX. Future Developments

After the performance of the Firm's work for you on a particular matter, there may be future developments or changes in the applicable laws or regulations that could have an impact upon the Transaction Committee's future rights and liabilities. Unless the Transaction Committee actually engages the Firm to provide additional advice on issues arising from the Matter, the Firm will have no continuing obligation to advise the Transaction Committee with respect to future developments.

## X. Discontinuance of Representation

The Transaction Committee is engaging the Firm to provide legal services in connection with a specific matter or transaction. If we are not engaged to represent the Transaction Committee in other matters, or the attorney-client relationship is not otherwise terminated (as discussed in the following paragraph), our attorney-client relationship will terminate upon the earliest of (1) the completion of our services with respect to such matter or transaction, (2) the sending of a final statement for services rendered in such matter, or (3) the passage of six months without providing any legal services for the Transaction Committee. In any such case, the Firm's representation of the Transaction Committee will be terminated, whether or not we send a letter to confirm the termination of the representation and whether or not the Transaction Committee thereafter receives general communications from the Firm concerning legal or Firm developments; the existence of this letter of engagement shall not be indicative of a continuing attorney-client relationship once the matter(s) for which we have been retained by the Transaction Committee have been concluded.

The Firm will endeavor to represent the Transaction Committee promptly and efficiently, and we anticipate a mutually satisfactory relationship. However, the Transaction Committee may terminate the Firm's services upon written notice at any time. The Firm also may terminate its services to the Transaction Committee, upon written notice at any time, consistent with its obligations under applicable rules of professional conduct. For example, the Firm may terminate its services to you if the Transaction Committee (or the Third-Party Payor) fails to timely pay our



statements or cooperate with a reasonable request, or if the Firm determines, in its sole discretion, that continuing services would be unethical, impractical, improper or otherwise inappropriate. If our representation of the Transaction Committee is terminated, the Transaction Committee agrees to take all steps necessary to free us of any obligation to perform further services, including the prompt execution of any documents necessary to withdraw from the representation. We will be entitled to be paid for our services rendered and disbursements paid or incurred on the Transaction Committee's behalf to the date of termination, whether by the Transaction Committee or the Firm (which will be due and payable immediately upon such date), and, thereafter, to the extent required to permit the smooth transition of your matter(s) and files or to gather and provide electronically stored information.

#### XI. Arbitration

If there is any dispute concerning legal fees, client charges or disbursements or any other matter relating to this engagement, each of the undersigned agrees that such dispute will be resolved by mandatory binding arbitration in New York, New York, before and pursuant to the Judicial Arbitration and Mediation Service ("JAMS") Comprehensive Arbitration Rules, as modified by this letter. This would include any claim against the Firm based upon professional malpractice. All aspects of the JAMS arbitration will be treated as confidential. Neither the parties, the Third-Party Payor nor the arbitrators may disclose the existence, content or results of the JAMS arbitration, except as necessary to comply with legal or regulatory requirements. Discovery will be permitted in connection with the JAMS arbitration only as expressly authorized by the arbitration panel. There shall be one neutral arbitrator, unless the amount in dispute exceeds \$2.0 million, in which event there shall be a panel of three neutral arbitrators. The results of the JAMS arbitration will be binding on the parties and the Third-Party Payor, and judgment on the arbitrators' award may be entered in any court having jurisdiction. The arbitrators' fees and costs shall be borne equally by the parties.

By agreeing to submit all disputes arising out of our representation of you to mandatory JAMS arbitration, the Transaction Committee, the Third-Party Payor and we are each agreeing to waive our respective right to a jury trial (if any) in litigating any cause of action arising out of the attorney-client relationship. Further, the arbitration process typically affords less discovery than may be available in court cases. Also, there is no appeal from an arbitration award except under very unusual circumstances, such as when an arbitrator fails to disclose a relationship with a party, or when an award reflects manifest disregard of the law.

If a dispute arises relating to our fees, you may also have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts of New York, a copy of which will be provided to you upon request.

#### XII. Jurisdiction

Each of the undersigned irrevocably and unconditionally (1) agree that the federal and state courts in the State of New York sitting in the Borough of Manhattan, City of New York, shall have exclusive jurisdiction of any proceeding relating to the enforcement of the terms of arbitration or the enforcement of any judgment rendered in any such arbitration; (2) submit to the jurisdiction of the aforesaid courts in personam; (3) waive any objection to the laying of venue in

any such courts; and (4) waive and agree not to make any claim that the aforesaid courts are not a convenient forum with respect to any such proceeding, or any similar defense or doctrine. Process in any such proceeding may be served in any manner provided by law.

*[The rest of this page is intentionally left blank.]*

If this letter of engagement accurately summarizes the agreement between the Transaction Committee and the Firm, please indicate approval and acceptance by signing this letter of engagement and returning it to me. This agreement will not be final unless and until it is also signed in the space below by the Third-Party Payor, indicating, among other things, the acknowledgement of the Third-Party Payor of its responsibility for the legal fees and related charges and disbursements. However, please note that the Transaction Committee's instructing us or continuing to instruct us on the Matter will constitute the Transaction Committee's full acceptance of the terms set out herein. Again, we very much appreciate the opportunity to work with the Transaction Committee and look forward to doing so.

Very truly yours,

SCHULTE ROTH & ZABEL LLP

By:

  
Adam Harris

Dated: August 12, 2020

TRANSACTION COMMITTEE OF THE  
BOARD OF DIRECTORS OF GARRETT  
MOTION HOLDINGS, INC


By:

  
Name: Alexander D. Greene  
Title: Sole Member

Dated: August 12, 2020

GARRETT MOTION HOLDINGS, INC., AS  
THIRD-PARTY PAYOR

By:

  
Name: Jerome Maironi  
Title: SVP, General Counsel & Corporate Secretary

Dated: Aug 18, 2020

**Exhibit D**

**Board Resolutions Establishing the GMHI Transaction Committee**

**Garrett Motion Holdings Inc.**  
**Minutes of the Board of Directors Meeting**  
**Held on**  
**August 7, 2020**

Upon notice duly given, a meeting of the Board of Directors (the "Board") of Garrett Motion Holdings Inc. (the "Company") was held via teleconference, commencing at 3:20 pm Eastern time on August 7, 2020. The meeting was called to order by the Board, and Jerome Maironi acted as Secretary of the meeting.

**Board Members Present via telephone:** Anthony Lodato, Jerome Maironi, and Koenraad Van Himbeeck.

**Additional Attendees via telephone:** Proposed new independent director, Alexander D. Green. Representatives of Sullivan & Cromwell (Andy Dietderich, Evan Simpson & Benjamin Beller), Representatives of Quinn Emmanuel (Matt Scheck), & Representatives of Schulte Roth & Zabel LLP (Adam Harris) were present for the entire meeting.

**Agenda:**

Mr. Maironi provided an overview of the meeting agenda.

**Resolution to Appoint Chairman**

After due consideration and it being considered to be in the best interest of the Company, IT IS RESOLVED, by a unanimous vote of the Board, that Jerome Maironi be, and hereby is, appointed as Chairman of the Board.

**Resolution to Appoint Independent Director:**

WHEREAS, the Board of Directors of Garrett Motion, Inc. ("GMI"), with the advice and assistance of senior management, financial advisors and outside legal counsel, is undertaking a comprehensive strategic planning exercise, including among other things, exploring a possible sale of substantially all of GMI's assets;

WHEREAS, the Board of Directors of GMI, following negotiation with potential third party acquirers and consultation with senior management, financial advisors, and legal counsel, has determined that, with respect to the structure of a sale of substantially all of GMI's assets, the structure that maximizes value would be for Garrett ASASCO Inc. to sell its entire equity interest in Garrett LX I S.À R.L. and for Garrett Motion Holdings Inc. to sell its entire equity interest in Garrett Transportation I Inc. as part of a single transaction (the "Sale Transaction");

WHEREAS, the Board acknowledges that neither GMI nor Garrett ASASCO Inc. nor Garrett Motion Holdings Inc. has determined whether or not to enter into a Sale Transaction;

WHEREAS, the Board also acknowledges that, if a determination to enter into a Sale Transaction is made and definitive transaction documentation providing for a Sale Transaction are entered into,

the purchase price paid by the third party purchaser would need to be allocated between Garrett ASASCO Inc. and Garrett Motion Holdings Inc.;

WHEREAS, the Board of Directors of each of GMI and Garrett Motion Holdings Inc. acknowledges the complicated nature of the contractual arrangements in place between and among GMI and its subsidiaries, which manifests itself both in the context of status quo operations as a standalone business and in the event of a Sale Transaction, and which arrangements are a legacy of historic operating arrangements and the recent reorganization and spin-off of GMI from Honeywell International Inc.;

After due consideration and it being considered to be in the best interest of the Company, IT IS RESOLVED, by a unanimous vote of the Board, that the number of directors of Garrett Motion Holdings Inc. be, and hereby is, increased from three to four, and Alexander D. Greene be, and hereby is, appointed as director to fill this vacancy (the "Independent Director"), and shall hold office until the expiration of the Term set forth in the Independent Director Agreement (as defined below); and

RESOLVED FURTHER, that the Board of Directors of Garrett Motion Holdings Inc. has determined in its good faith that Alexander D. Greene qualifies as an independent director with due qualifications to serve as such for the purposes set forth herein; and

RESOLVED FURTHER, that Garrett Motion Holdings Inc. be, and hereby is, authorized to enter into an Independent Director Agreement with the Independent Director substantially in the form attached hereto as Exhibit A, and each Authorized Signatory of Garrett Motion Holdings Inc. be, and hereby is, authorized and directed to execute the same on behalf of Garrett Motion Holdings Inc.; and

RESOLVED FURTHER, that in accordance with Section 141(c) of the DGCL and Section 3.8 of the bylaws, the Board of Directors deems it to be advisable and in the best interests of Garrett Motion Holdings Inc. to, and hereby does, designate a Transaction Committee (the "Transaction Committee") of the Board of Directors, consisting of only the Independent Director, who will hold such committee membership until the expiration of the Term as set forth in the Independent Director Agreement; and

RESOLVED FURTHER, that the Transaction Committee shall have the limited mandate of reviewing and negotiating a fair purchase price allocation on behalf of Garrett Motion Holdings Inc. with the Board of Directors of Garrett ASASCO Inc. (or any duly appointed committee thereof) in the event that the Board of Directors of GMI determines to proceed with a Sale Transaction and definitive transaction documentation providing for a Sale Transaction are entered into, including (without limitation) consideration of the respective assets, liabilities and other rights and obligations of the respective companies and their respective subsidiaries in the context of a Sale Transaction, and report its recommendation on a proposed form of proceeds allocation to the full Board of Directors for its consideration; provided, however, that, for the avoidance of doubt, the Transaction Committee shall not have authority to approve the execution and delivery of any definitive agreement evidencing the final terms pursuant to which a Sale Transaction will be completed that are, by the terms thereof, binding on Garrett Motion Holdings Inc., but rather

shall submit solely the Transaction Committee's non-binding recommendation with respect to the purchase price allocation to the Board of Directors of Garrett Motion Holdings Inc.; and

RESOLVED FURTHER, that the Transaction Committee be, and hereby is, authorized to retain Schulte Roth & Zabel LLP as independent legal counsel to advise on the foregoing, and Garrett Motion Holdings Inc. shall reimburse the fees, expenses and disbursements of such independent legal counsel in an amount up to \$500,000, and such higher amounts as may be authorized in advance in writing by Garrett Motion Holdings Inc.; provided that there shall be no requirement to obtain advance authorization to incur fees and expenses in excess of \$500,000 in connection with or relating to any actual or threatened claim relating to any purchase price allocation or the prosecution of any approval of a purchase price allocation in a court of competent jurisdiction or otherwise; provided further that with advance authorization from the Board of Directors of Garrett Motion Holdings Inc., the Transaction Committee may retain such other advisors and experts as it may deem necessary or desirable in connection with the discharge of its mandate to recommend a fair purchase price allocation for Garrett Motion Holdings Inc. and Garrett Motion Holdings Inc. shall reimburse the fees, expenses and disbursements of such advisors and experts in such amounts as may be authorized in advance in writing by Garrett Motion Holdings Inc.; and

RESOLVED FURTHER, that the officers of Garrett Motion Holdings Inc. be, and hereby are, authorized and directed to cooperate with and assist the Transaction Committee and its independent legal counsel and other advisors, and to provide and furnish to the Transaction Committee and its independent legal counsel and other advisors all information, materials and documents that the Transaction Committee and its independent legal counsel and other advisors shall request as may be useful or helpful in the discharge of the Transaction Committee's limited mandate; and

RESOLVED FURTHER, that the member of the Transaction Committee shall be indemnified to the fullest extent permitted by law and to the fullest extent permitted under existing indemnification arrangements applicable to all members of the Board of Directors of Garrett Motion Holdings Inc., including as provided in the certificate of incorporation of Garrett Motion Holdings Inc., and in the Independent Director Agreement, and such indemnification shall continue even if the member of the Transaction Committee no longer serves on such Transaction Committee or the Board of Directors of Garrett Motion Holdings Inc. and shall inure to the benefit of his heirs, executors and administrators; and

RESOLVED FURTHER, that the Authorized Signatories be, and each of them hereby is, authorized and directed, in the name and on behalf of Garrett Motion Holdings Inc., to execute and deliver all certificates, agreements, instruments and other documents, which they may deem necessary or advisable in order to effectuate the purposes of the foregoing resolutions, and the execution by such Authorized Signatories of any such certificate, agreement, instrument or document shall conclusively establish their authority therefor from Garrett Motion Holdings Inc. and the approval and ratification by Garrett Motion Holdings Inc. of the documents so executed; and

RESOLVED FURTHER, that all certificates, agreements, instruments and other documents previously signed on behalf of Garrett Motion Holdings Inc. by an Authorized Signatory in connection with or in furtherance of the foregoing resolutions that are substantially consistent with

the foregoing resolutions be, and they hereby are, in all respects approved and ratified as the true acts and deeds of Garrett Motion Holdings Inc. with the same force and effect as if each such certificate, agreement, instrument or other document had been specifically authorized in advance by resolution of the Board of Directors and that the Authorized Signatory did execute the same; and

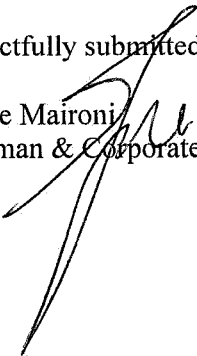
RESOLVED FURTHER, that the "Authorized Signatories" for the purposes of the preceding resolutions are the President, any Vice President, the Corporate Secretary, the Treasurer, and such other officers or employees as such persons may designate.

**Closing Comments:**

There being no further business, Mr. Maironi adjourned the meeting at approximately 3:30 pm Eastern time.

Respectfully submitted,

Jerome Maironi  
Chairman & Corporate Secretary

A handwritten signature in black ink, appearing to read 'J. Maironi', is written over the printed name and title.



**Exhibit A**

**Form of Independent Director Agreement**