

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> , ¹	:	Case No. 20-12212 (MEW)
	:	
Debtors.	:	Jointly Administered
	:	
_____	X	

**APPLICATION OF THE DEBTORS FOR ENTRY OF AN ORDER PURSUANT TO
SECTION 363(b) OF THE BANKRUPTCY CODE TO PAY THE FEES AND EXPENSES
OF SIMPSON THACHER & BARTLETT LLP AS COUNSEL TO THE INDEPENDENT
DIRECTOR AND SOLE MEMBER OF THE TRANSACTION COMMITTEE OF
GARRETT ASASCO, INC., EFFECTIVE AS OF THE PETITION DATE**

Garrett Motion, Inc. (“GMI”), Garrett ASASCO, Inc. (“ASASCO”) and their affiliated debtors and debtors in possession (collectively, the “**Debtors**”) in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”) hereby move (the “**Application**”) for an Order, substantially in the form attached hereto as **Exhibit A**, pursuant to 11 U.S.C. §§ 363(b) of title 11 of the United

¹ 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.



States Code (as amended, the “**Bankruptcy Code**”), Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (as amended, the “**Bankruptcy Rules**”), and Rules 2014-1 and 2016-1 of the Local Rules for the United States Bankruptcy Court for the Southern District of New York (as amended, the “**Local Rules**”), authorizing the employment and retention of Simpson Thacher & Bartlett LLP (“**Simpson Thacher**” or the “**Firm**”) as counsel to the Neal Goldman, the independent director of ASASCO (the “**Independent Director**”) and sole member of ASASCO’s transaction committee (the “**Transaction Committee**”), effective as of the Petition Date (as defined below).

The Application is supported by the *Declaration of Sandeep Qusba* in support of this Application (the “**Qusba Declaration**”) attached hereto as **Exhibit B** and incorporated herein by reference.

JURISDICTION, VENUE, AND STATUTORY PREDICATES

1. This Court has jurisdiction over this Application 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 are sections 363(b) of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Local Rules 2014-1 and 2016-1.

BACKGROUND

2. 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.

3. 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].

4. 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**").²

5. On September 20, 2020, after a thorough marketing, diligence and negotiation process, the Debtors entered into the Stalking Horse Purchase Agreement, which contemplates the purchase by the Stalking Horse Bidder of substantially all of the assets and operations of the Debtors upon effectiveness of a chapter 11 plan of reorganization.

6. As set forth in the Deason First Day Declaration, ASASCO is party to the ASASCO Indemnity Agreement, which requires that ASASCO make, and certain of its subsidiaries are required to guarantee, reimbursement payments to Honeywell International Inc. ("**Honeywell**") for asbestos-related liabilities arising out of Honeywell's historical Bendix business as well as other environmental related liabilities (collectively, the "**ASASCO Indemnity Obligations**"). On December 2, 2019, Garrett Motion Inc. ("**GMI**") commenced an action in New York Supreme Court against Honeywell for a number of causes of action against Honeywell primarily seeking to challenge the enforceability of the ASASCO Indemnity Agreement.

² Capitalized terms not defined herein shall be given the meanings ascribed to them in the Deason First Day Declaration.

7. The ASASCO Indemnity Obligations are liabilities (if at all) of ASASCO and certain of its subsidiaries (the “**ASASCO Group**”) and are not guaranteed by the GMI Group (as defined below). As a result of the ASASCO Group and GMI Group having different creditors and liabilities, the ASASCO estate may have diverging interests from Debtors GMI, Garrett Motion Holdings Inc. (“**GMHI**”) and Garrett Transportation I (the “**GMI Group**”) with respect to certain intercompany matters such as the allocation of the proceeds from a potential sale of substantially all of GMI’s assets pursuant to the Stalking Horse Purchase Agreement or otherwise (the “**Sale Transaction**”). Therefore, the Debtors determined that independent directors from ASASCO and GMHI should be appointed to negotiate (if possible) an arms’-length allocation of distributable value among the ASASCO Group and the GMI Group in connection with a Sale Transaction or other restructuring plan of reorganization.

8. In August 2020, ASASCO appointed Neal Goldman to serve as the Independent Director on the ASASCO board of directors (the “**Board**”) and sole member of the Transaction Committee, and GMHI established its own separate transaction committee (collectively, the “**Transaction Committees**”), to which it also appointed one independent director. The Transaction Committees are seeking to negotiate (if possible), a settlement as to the aggregate amount of distributable value from a Sale Transaction that should be allocable to ASASCO and the ASASCO Group, on the one hand, and GMI and the GMI Group, on the other hand.

9. Each Transaction Committee retained its own independent legal counsel and other advisors to assist in their analysis and negotiations. The ASASCO Transaction Committee has retained the Firm as its proposed counsel and FTI Consulting, Inc. as its proposed financial advisor.

RELIEF REQUESTED

10. Subject to this Court's approval, and pursuant to section 363(b) of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016 and Local Rules 2014-1 and 2016-1, the Debtors respectfully request that the Court enter the Order in the form of Exhibit A authorizing the employment and retention of Simpson Thacher as counsel to Independent Director, including as sole member of the Transaction Committee, effective as of the Petition Date, to perform the legal services that will be necessary during these Chapter 11 Cases.

11. Simpson Thacher is an internationally-recognized law firm with more than 900 attorneys in five offices across the United States and six offices in leading international business centers. Simpson Thacher attorneys have extensive experience and expertise, *inter alia*, in the fields of business reorganizations and restructurings, intellectual property, complex litigation and mergers and acquisitions. The Independent Director and Transaction Committee will have access to other specialized practice groups within Simpson Thacher as may be needed. In addition, Simpson Thacher has extensive experience representing directors and officers in complex situations. The Independent Director seeks the employment of Simpson Thacher to represent him and to perform services for the Transaction Committee to fulfill the Independent Director's duties and responsibilities to the Board and as a member of the Transaction Committee, in each case consistent with the Bankruptcy Code.

A. Services to be Provided

12. The Independent Director has requested that Simpson Thacher represent and advise him and provide the following services, among others:

- (a) advise the Independent Director with respect to the exercise of his fiduciary duties;

- (b) assist and advise the Independent Director in any consultations with the Debtors, the U.S. Trustee and other parties in interest relating to the administration of these Chapter 11 Cases;
- (c) assist and advise the Transaction Committee, along with FTI, in determining the allocation of potential value between ASASCO and other Debtors (particularly the GMI Group) in connection with a Sale Transaction or other restructuring plan of reorganization;
- (d) assist and advise the Transaction Committee in connection with the Stalking Horse Purchase Agreement, related bid procedures and any sale of the Debtors' assets pursuant to section 363 of the Bankruptcy Code through the closing thereof;
- (e) assist and advise the Independent Director with respect to the debtor in possession financing and any other proposed financings;
- (f) assist the Independent Director in the review, analysis and negotiation of any chapter 11 plan(s) and accompanying disclosure statement(s) that may be filed;
- (g) take all necessary action to protect and preserve the interests of the Independent Director; and
- (h) perform all other necessary legal services in these Chapter 11 Cases.

13. Simpson Thacher intends to work closely with the Debtors' representatives and professionals and the other retained professionals to ensure that there is no unnecessary duplication of services performed or charged to the Debtors' estates. Simpson Thacher has not and will not advise the Debtors, and none of the Debtors' lawyers will be positioned to provide independent legal advice to the Transaction Committee with respect to the settlement and allocation issues.

14. The Independent Director believes Simpson Thacher has the necessary background and experience to deal effectively and efficiently with any potential legal issues that arise in the context of these Chapter 11 Cases.

B. Professional Compensation

15. The Debtors are seeking authority to pay the reasonable fees and expenses of Simpson Thacher for the services rendered by Simpson Thacher to the Independent Director,

including as sole member of the Transaction Committee. Simpson Thacher's hourly rates and corresponding rate structure for these Chapter 11 Cases are the same as Simpson Thacher charges generally for restructuring, workout, bankruptcy and comparable matters, as well as similar complex corporate, intellectual property and litigation matters, whether in court or otherwise and regardless of whether a fee application is required.

16. Simpson Thacher's hourly rates vary with the experience and seniority of the individual professionals and paraprofessionals. Simpson Thacher's current hourly rates for the professionals and paraprofessionals who are expected to provide services to the Independent Director in the Chapter 11 Cases range as follows:³

Billing Category	Range
Partners	\$1,325-\$1,640
Senior Counsel	\$1,220
Counsel	\$1,190
Associates	\$590-\$1,145
Paraprofessionals	\$265-\$455

These rates and the terms and conditions of Simpson Thacher's employment, as set forth more fully in the Qusba declaration, are reasonable.

17. The following professionals are presently expected to have primary responsibility for providing services to the Independent Director: Sandeep Qusba, Alan Turner, Lori Lesser, Kathrine McLendon, Jamie Fell, Lily Cron, Ashley Gherlone, and Kate Mirino. In addition, from time to time, as these Chapter 11 Cases proceed, other Simpson Thacher professionals and paraprofessionals will provide required services to the Committee.

³ These hourly rates are subject to periodic adjustments. In the event the hourly rates set forth herein are adjusted during the pendency of these Chapter 11 Cases, Simpson Thacher will provide the Debtors and the Office of the United States Trustee for the Southern District of New York with written notice of the new rates.

18. Simpson Thacher will also seek reimbursement for all actual, non-overhead expenses incurred by Simpson Thacher on the Independent Director's behalf, such as postage, overnight mail, courier delivery, transportation, overtime expenses, computer-assisted legal research, photocopying, outgoing facsimile transmissions, airfare, meals, and lodging, as more fully set forth in the Qusba Declaration. All requests for reimbursement of expenses will be consistent with the Amended Guidelines for Fees and Disbursements for Professionals in Southern District of New York, updated June 17, 2013 (the "**SDNY Guidelines**").

19. Simpson Thacher intends to file and submit monthly invoices (the "**Monthly Invoices**") to the Independent Director, with copies of the Monthly Invoices (redacted as appropriate) submitted reasonably contemporaneously therewith to (a) the Debtors, (b) counsel for the Debtors, (c) the Office of the United States Trustee for Region 2 (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 reasonable and undisputed amounts invoiced by Simpson Thacher 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, Simpson Thacher will file with the Court and 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 it and, if such Notice Party has an objection to 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**"), file and serve upon Simpson Thacher 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 filed and served upon Simpson Thacher and the Notice Parties by the expiration of the Objection Deadline, or if Simpson Thacher 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.
- (d) If a Notice of Objection to Invoice has been timely filed and served upon Simpson Thacher and the Notice Parties, 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 to Simpson Thacher.
- (e) If a Notice of Objection to Invoice is filed and served upon Simpson Thacher and the Notice Parties, Simpson Thacher 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 an available hearing date.

C. Simpson Thacher's Disinterestedness

20. Because Simpson Thacher will be acting as counsel to the Independent Director, rather than the Debtors, the Debtors do not believe that Simpson Thacher is a professional whose employment is subject to approval under Section 327 of the Bankruptcy Code. Nevertheless, Simpson Thacher has conducted the customary review of the parties in interest list provided by the Debtors. To the best of the Independent Director's knowledge, information, and belief, based on the annexed Qusba Declaration, Simpson Thacher does not hold or represent an interest adverse to the Debtors and, except as disclosed in the Qusba Declaration, does not have any "connections" to the Debtors, their creditors or other parties in interest in these Chapter 11 Cases. Accordingly, the Debtors believe that Simpson Thacher is a "disinterested person," as that term is defined in section 101(14) of the Bankruptcy Code.

21. As set forth in the Qusba Declaration, Simpson Thacher has represented, currently represents and will in the future likely represent certain parties in interest or potential parties in interest in these Chapter 11 Cases in matters unrelated either to the Chapter 11 Cases or such

entities' claims against the Debtors. Further, as part of its customary practice, Simpson Thacher is retained in cases, proceedings, and transactions involving many different parties throughout the United States and worldwide, some of whom may represent or be employed by claimants, and some of whom may be parties in interest in these Chapter 11 Cases. Simpson Thacher will periodically review its files during the pendency of these Chapter 11 Cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, Simpson Thacher will use reasonable efforts to identify and disclose such further developments by filing a supplemental declaration.

22. The Debtors believe that the employment of Simpson Thacher is necessary and in the best interests of the estates and will enable the Independent Director to carry out his fiduciary duties and discharge his responsibilities as the sole member of the Transaction Committee. The Debtors respectfully submit that the relief requested in the Application is appropriate and should be granted by this Court.

RELIEF REQUESTED

23. The Debtors seek to pay the fees and expenses of Simpson Thacher 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 reason. *In re Borders Grp., Inc.*, 453 B.R. 459, 473 (Bankr. S.D.N.Y. 2011); *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.*, 722 F.2d 1063, 1070 (2d Cir. 1983) ("[T]here must be some articulated business justification, other than appeasement of

major creditors, for using, selling or leasing property out of the ordinary course of business . . .”). In deciding whether to approve the use of estate property outside of the ordinary course of business, “the bankruptcy judge should consider all salient factors pertaining to the proceeding and, accordingly, act to further the diverse interests of the debtor, creditors and equity holders, alike.” *Id.* at 1071.

24. Courts 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 this case, each of ASASCO and GMHI established separate Transaction Committees comprised of independent directors to, if possible, negotiate an allocation of the proceeds from a Sale Transaction among the ASASCO and GMHI estates. Indeed, each independent director was afforded an opportunity to engage external, independent legal counsel and, if necessary or desirable, other advisors and experts. Accordingly, the ASASCO Transaction Committee engaged Simpson Thacher and FTI Consulting, Inc. to fully advise it regarding a fair purchase price allocation of distributable value from any Sale Transaction and such other matters as are customary for a director in the context of a Sale Transaction.

25. Payment of the fees and expenses of Simpson Thacher incurred on behalf of the Independent Director is consistent with ASASCO’s Certificate of Incorporation and By-Laws, which provide:

Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding

. . . by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director, officer, employee, agent or affiliate of the Corporation . . . shall be indemnified and held harmless by the Corporation to the fullest extent authorized by law against all expense, liability and loss (including attorney's fees, judgments, fines and amounts paid or to be paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith . . .

ASASCO By-Laws Art. VIII § 8.5.

A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived an improper personal benefit. If the Delaware General Corporation Law is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the corporation shall be eliminated or limited to the fullest extent permitted by the Delaware General Corporation Law, as so amended.

ASASCO Certificate of Incorporation, ¶ 7.

26. Further, payment of Simpson Thacher's fees and expenses incurred on behalf of the Independent Director is consistent with the resolutions of the ASASCO Board appointing the Transaction Committee, which provide that ASASCO shall reimburse the fees, expenses and disbursements of independent legal counsel to the Transaction Committee (subject to a cap on certain fees and expenses) as well as other advisors or experts that the Transaction Committee determines are necessary or desirable and whose retention and fees are approved in advance by the ASASCO Board. Garrett ASASCO Inc., Minutes of the Board of Directors Meeting Held on August 7, 2020. Such resolutions also provide that:

[T]he 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 ASASCO Inc., including as provided in the certificate of incorporation of Garrett ASASCO Inc., and in the Independent Director Agreement. . .

Id.

27. 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 and sale transactions, with such counsel being paid by the corporation.

28. For the reasons explained above, the payment of the reasonable fees and expenses of Simpson Thacher for its services to the Transaction Committee is fully supported, and it is a sound exercise of the Debtors' business judgment to pay these fees and expenses.

29. Accordingly, the Debtors believe that paying the ongoing fees and expenses of Simpson Thacher as counsel to the Independent Director is appropriate and in the best interests of the Debtors and their estates.

NOTICE

30. No creditors' committee has been appointed in these Chapter 11 Cases. Notice of this Application has been provided to: (a) the U.S. Trustee; (b) counsel to Citibank, N.A., as administrative agent under the DIP credit facility, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, NY 10153, Attn: Ray C. Schrock, P.C. (ray.schrock@weil.com) and Candace M. Arthur, Esq. (candace.arthur@weil.com); (c) counsel to JPMorgan Chase Bank, N.A., as administrative agent under the Debtors' prepetition credit facility, Stroock & Stroock & Lavan LLP, 180 Maiden Lane, New York, NY 10038, Attn: Kristopher M. Hansen (khansen@stroock.com), Jonathan D. Canfield (jcanfield@stroock.com), Joanne Lau (jlau@stroock.com) and Alexander A. Fraser (afraser@stroock.com); (d) counsel to the ad hoc

group of lenders under the Debtors' prepetition credit facility, Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, NY 10166, Attn: Scott J. Greenberg (sgreenberg@gibsondunn.com), Steven A. Domanowski (sdomanowski@gibsondunn.com) and Matthew G. Bouslog (mbouslog@gibsondunn.com); (e) counsel to the 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.

CONCLUSION

WHEREFORE, the Debtors respectfully request that the Court: (a) enter an order substantially in the form annexed hereto as **Exhibit A**, authorizing the retention and employment of Simpson Thacher; and (b) grant such other and further relief as the Court may deem just and proper.

Dated: September 30, 2020
New York, New York

/s/ Andrew G. Dietderich
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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> , ¹	:	Case No. 20-12212 (MEW)
	:	
Debtors.	:	Jointly Administered
	:	
	:	
	X	

**ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF
SIMPSON THACHER & BARTLETT LLP AS COUNSEL TO THE INDEPENDENT
DIRECTOR AND SOLE MEMBER OF THE TRANSACTION COMMITTEE OF
DEBTOR GARRETT ASASCO, INC. PURSUANT TO SECTION 363(b) OF THE
BANKRUPTCY CODE, EFFECTIVE AS OF THE PETITION DATE**

This matter coming before the Court on the *Debtors’ Application for Entry of an Order Pursuant to Section 363(b) of the Bankruptcy Code for Authority to Pay the Fees and Expenses of Simpson Thacher & Bartlett LLP as Counsel to the Independent Director and Sole Member of the Transaction Committee of Debtor Garrett ASASCO, Inc., Effective as of the Petition Date* (the “**Application**”)²; the Court having reviewed the Application and the *Declaration of Sandeep Qusba* (the “**Qusba Declaration**”); and the Court having found based on the representations made in the Application and in the Qusba Declaration that (a) Simpson Thacher & Bartlett LLP (“**Simpson Thacher**”) does not hold or represent an interest adverse to the Debtors’ estates with respect to the matters on which Simpson Thacher is to be employed and (b) Simpson Thacher is a

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

“disinterested person” as defined in section 101(14) of the Bankruptcy Code; the Court finding that (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; (b) this is a core proceeding pursuant to 28 U.S.C. § 157(b); and (c) notice of the Application is sufficient under the circumstances and no further notice is required; and the Court having determined that the legal and factual basis set forth in the Application establish just cause for the relief granted herein and the Court having determined that the relief sought in the Application is in the best interests of the Debtors and their estates; and after due deliberation and sufficient cause appearing therefor, it is hereby:

ORDERED, that the Application is granted to the extent provided herein; and it is further

ORDERED, that the terms of the engagement of Simpson Thacher, as modified by the Application and this Order, are reasonable terms and conditions of employment and are hereby approved; and it is further

ORDERED that the Debtors are authorized, pursuant to section 363(b) of the Bankruptcy Code, to pay reasonable fees and compensation to, and reimburse expenses of, Simpson Thacher, as counsel to the Independent Director and sole member of the Transaction Committee of Garrett ASASCO, Inc., effective as of the Petition Date; and it is further

ORDERED, that Simpson Thacher shall file and submit monthly invoices (the “**Monthly Invoices**”) to the Independent Director, with copies of the Monthly Invoices (redacted as appropriate) submitted reasonably contemporaneously therewith to (a) the Debtors, (b) counsel for the Debtors, (c) the Office of the United States Trustee for Region 2 (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 reasonable and undisputed amounts invoiced by Simpson Thacher 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, Simpson Thacher will file with the Court and 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 it and, if such Notice Party has an objection to 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**”), file and serve upon Simpson Thacher 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 filed and served upon Simpson Thacher and the Notice Parties by the expiration of the Objection Deadline, or if Simpson Thacher 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.
- (d) If a Notice of Objection to Invoice has been timely filed and served upon Simpson Thacher and the Notice Parties, 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 to Simpson Thacher.
- (e) If a Notice of Objection to Invoice is filed and served upon Simpson Thacher and the Notice Parties, Simpson Thacher 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 an available hearing date; and it is further

ORDERED, that notice of the Application as provided therein is deemed good and sufficient notice of the Application; and it is further

ORDERED, that Simpson Thacher shall provide reasonable notice to the Debtors and the U.S. Trustee of any increase in Simpson Thacher’s hourly rates as set forth in the Application; and it is further

ORDERED, that this Court shall retain jurisdiction over any and all issues arising from or related to the implementation and interpretation of this Order.

Dated: _____, 2020
New York, New York

THE HONORABLE MICHAEL E. WILES
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT B

Qusba Declaration

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

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

DECLARATION OF SANDEEP QUSBA

SANDEEP QUSBA, being duly sworn, states the following under penalty of perjury:

1. I am a member of the law firm of Simpson Thacher & Bartlett LLP (“**Simpson Thacher**”), with an office at 425 Lexington Avenue, New York, New York 10017. I am a member in good standing of the Bar of the State of New York and I am admitted to practice before the Supreme Court of New York and the United States District Court for the Southern District of New York. There are no disciplinary proceedings pending against me.

¹ 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.

2. I submit this declaration (the “**Qusba Declaration**”) in support of the *Application of the Debtors for Entry of an Order Pursuant to Section 363(b) of the Bankruptcy Code for Authority to Pay the Fees and Expenses of Simpson Thacher & Bartlett LLP as Counsel to the Independent Director and Sole Member of the Transaction Committee of Debtor Garrett ASASCO, Inc., Effective as of the Petition Date* (the “**Application**”).² Except as otherwise noted, I have personal knowledge of the matters set forth herein.

3. To the extent that any information disclosed herein requires amendment or modification upon Simpson Thacher’s receipt of additional information or as additional creditor information becomes available, a supplemental declaration will be submitted to the Court.

Simpson Thacher Qualifications

4. The Independent Director and sole member of the Transaction Committee has selected Simpson Thacher as its counsel because of the firm’s extensive general legal experience and knowledge, and in particular, its recognized expertise in representing directors in challenging circumstances and in the fields of business reorganization under chapter 11 of the Bankruptcy Code, complex litigation, intellectual property, and mergers and acquisitions. The Debtors and the Independent Director believes that Simpson Thacher is well qualified to represent the Independent Director in these Chapter 11 Cases in an effective, efficient and timely manner.

Services To Be Provided

5. Simpson Thacher will provide the following legal services:
- (a) advise the Independent Director with respect to the exercise of his fiduciary duties;

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

- (b) assist and advise the Independent Director in any consultations with the Debtors, the U.S. Trustee and other parties in interest relating to the administration of these Chapter 11 Cases;
- (c) assist and advise the Transaction Committee, along with FTI, in determining the allocation of potential value between ASASCO and other Debtors (particularly the GMI Group) in connection with a Sale Transaction or other restructuring plan of reorganization;
- (d) assist and advise the Transaction Committee in connection with the Stalking Horse Purchase Agreement, related bid procedures and any sale of the Debtors' assets pursuant to section 363 of the Bankruptcy Code through the closing thereof;
- (e) assist and advise the Independent Director with respect to the debtor in possession financing and any other proposed financings;
- (f) assist the Independent Director in the review, analysis and negotiation of any chapter 11 plan(s) and accompanying disclosure statement(s) that may be filed;
- (g) take all necessary action to protect and preserve the interests of the Independent Director; and
- (h) perform all other necessary legal services in these Chapter 11 Cases.

Professional Compensation

6. The Debtors will pay Simpson Thacher's fees and expenses for the services rendered by Simpson Thacher to the Independent Director, including as sole member of the Transaction Committee. Simpson Thacher's current hourly rates for the attorneys who are expected to continue providing services to the Independent Director are \$1,325-\$1,640 for partners, \$1,190-\$1,220 for counsel and senior counsel, \$590-\$1,145 for associates and \$265-\$455 for legal paraprofessionals. Simpson Thacher adjusts its rates periodically, typically on January 1 of each year; in addition, rates of associate attorneys typically increase in the fall as associates move up in class seniority. In addition to the hourly rates set forth above, Simpson Thacher customarily charges its clients for costs or expenses incurred. These costs and expenses

include, among other things, overnight mail, courier delivery, transportation, computer-assisted legal research, photocopying, airfare, meals, and lodging.

7. Simpson Thacher's hourly rates and corresponding rate structure for these Chapter 11 Cases are the same as Simpson Thacher charges generally for restructuring, workout, bankruptcy, insolvency, and comparable matters, as well as similar complex corporate, securities, and litigation matters whether in court or otherwise, regardless of whether a fee application is required. These rates and the rate structure reflect that such restructuring and other complex matters are typically global in scope and involve great complexity, high stakes, and severe time pressures.

8. Simpson Thacher's hourly rates are set at a level designed to fairly compensate Simpson Thacher for the work of its professionals. Hourly rates vary with the experience and seniority of the individuals assigned. Simpson Thacher's current hourly rates for the principal professionals and paraprofessionals who are expected to be providing services to the Debtors, range as follows:

Partner/Senior Counsel/Associate/Paralegals	Billing Rate
Sandeep Qusba	\$1,640.00
Alan Turner	\$1,610.00
Lori Lesser	\$1,610.00
Kathrine McLendon	\$1,285.00
Jamie Fell	\$1,115.00
Lily Cron	\$750.00
Ashley Gherlone	\$750.00
Kate Mirino	\$750.00

9. In addition, from time to time, other Simpson Thacher professionals and paraprofessionals will provide required services to the Debtors.

10. It is Simpson Thacher's policy to charge its clients in all areas of practice for identifiable, non-overhead expenses incurred in connection with the client's case that would not have been incurred except for representation of that particular client. It is also Simpson Thacher's policy to charge its clients only the amount actually incurred by Simpson Thacher in connection with such items. Examples of such expenses include postage, overnight mail, courier delivery, transportation, overtime expenses, computer-assisted legal research, photocopying, outgoing facsimile transmissions, airfare, meals, and lodging.

11. Simpson Thacher has modified its expense reimbursement policies for this engagement to ensure compliance with the SDNY Guidelines. Photocopies will be charged at \$0.10 per page.

12. Simpson Thacher further states that pursuant to Bankruptcy Rule 2016(b) it has not shared, nor agreed to share, (a) any compensation it has received or may receive with another party or person, other than with the partners, senior counsel, counsel, associates, contract attorneys and paraprofessionals associated with Simpson Thacher; or (b) any compensation another person or party has received or may receive. Simpson Thacher currently uses contract attorneys and will not charge a markup with respect to fees billed by such attorneys. Moreover, any contract attorneys or non-attorneys who are employed by Simpson Thacher in connection with work performed in these cases have been and will continue to be subject to conflict checks and disclosures in accordance with the requirements of the Bankruptcy Code.

Disinterestedness

13. Except as otherwise set forth herein, Simpson Thacher (a) does not have any connection with the Debtors or their affiliates, their creditors, the Independent Director, 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 estate.

14. Simpson Thacher 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 these Chapter 11 Cases in connection with matters unrelated (except as otherwise disclosed herein) to the Debtors, the Independent Director and these Chapter 11 Cases. Simpson Thacher has searched its electronic database for its connections to the entities listed on **Schedule 1** annexed hereto.³ This list was provided by the Debtors. The Debtors provided their information in the format in which they maintain it, which did not consistently disclose the full correct legal name or other information needed for every name to be checked. All statements made herein or in the schedules hereto concerning Simpson Thacher’s connections to parties in interest are based upon (y) information from, and discussions I or other Simpson Thacher personnel reporting to me have had with the attorney at Simpson Thacher responsible for conflicts matters and (z) information generated by the Finance Department at Simpson Thacher. The information listed on **Schedule 1** may have changed without Simpson Thacher’s knowledge and may change during the pendency of these Chapter 11 Cases. Accordingly, Simpson Thacher will update this Declaration as necessary and when Simpson Thacher becomes aware of material information.⁴

³ Certain entities on the list are currently being reviewed. Simpson Thacher will file promptly supplemental disclosures as required.

⁴ Neither the term “connection” as used in Bankruptcy Rule 2014 nor the proper scope of a professional’s search for “connections” has been authoritatively defined, and I am therefore required to exercise some degree of professional judgment in preparing this declaration, as well as in defining the scope of how to search for relevant facts. Out of an abundance of caution, I may be disclosing items that are not, in my judgment, disqualifying or problematic under either the Bankruptcy Code or applicable standards of professional ethics. One such judgment

15. The following is a list of the categories that Simpson Thacher has searched:

- Administrative Agents and Indenture Trustees
- Bidders & Advisors
- Cash Management Banks
- Contract counterparties
- Credit Agreement Parties
- Customers (top 20)
- Directors and Officers
- Employees (top non-D&O in U.S.)
- Equity holders over five percent
- Factoring Lenders
- GTX Lenders
- Hedging Parties
- Indemnification agreements
- Insurers
- Lease counterparties
- Legal Entities - Debtors
- Legal Entities - Non-debtors
- Litigation parties
- Noteholders
- Professionals - Ordinary Course
- Professionals - Restructuring
- Related parties (JV partners)
- SDNY Bankruptcy Judges
- Tax Authorities and Regulators
- UCC Lien Holders
- Unions and Works Councils
- U.S. Trustee employees
- Utilities
- Vendors over \$1 million
- Other Unsecured Creditors

16. Simpson Thacher's search of the parties in interest listed on **Schedule 1** reveals that, although certain Simpson Thacher attorneys and paraprofessionals may have previously worked at other law firms that represented certain parties who may now be potential parties in

I employed is that, when our conflicts check clearly indicated that a name on the Conflicts Checklist had not been an active client within the past two years, I treated that as not a "connection" required to be disclosed at this time. A further judgment I employed is that where a party in interest was only reported as an affiliate of a former client, I concluded that relationship was too attenuated to qualify as a connection required to be disclosed.

interest in these Chapter 11 Cases, to the best of Simpson Thacher's knowledge, such people have not worked on matters relating to the Independent Director while at Simpson Thacher. A current Counsel employed by Simpson Thacher worked on matters relating to the Debtors while at his former firm. Simpson Thacher has established an ethical screen to ensure that he has no involvement in the representation of the Independent Director, including as sole member of the Transaction Committee, or in the Chapter 11 Cases.

17. Based on the conflicts search conducted to date and described herein, to the best of my knowledge, neither I nor Simpson Thacher has any connection with the Debtors, their creditors, the Independent Director, or any other parties in interest, their respective attorneys and accountants, the U.S. Trustee, or any person employed in the office of the U.S. Trustee, except as disclosed or otherwise described herein and in **Schedule 2** annexed hereto.

18. From time to time, Simpson Thacher may refer, or may have referred, work to other professionals to be retained in these Chapter 11 Cases. Likewise, certain such professionals may refer or may have referred work to Simpson Thacher. In addition, we believe it likely that many of the professionals who may appear in these cases may be trustees, witnesses, advisors or counsel, as the case may be, in other transactions or cases in which Simpson Thacher also represents a client. Simpson Thacher may retain various such professionals or affiliates thereof to provide forensic, litigation support and financial advisory services to Simpson Thacher or Simpson Thacher's clients in a variety of past, present or future engagements. Current employees at Simpson Thacher may be former employees of, or related to employees of, one or more of the other professionals in this case. In addition, attorneys at Simpson Thacher belong to professional organizations to which other professionals who may appear in these cases may also

belong. Simpson Thacher does not maintain searchable records of any of these relationships, but I do not personally know of any that exist.

Specific Disclosures

19. **Schedule 2** to this Declaration (the “**Conflicts Checklist**”) lists the results of Simpson Thacher’s conflicts searches of the entities listed on **Schedule 1**. Many of the firm’s representations of the clients listed on **Schedule 2** consist of representations in episodic transactional matters and will not affect the firm’s representation of the Independent Director, including as sole member of the Transaction Committee, in these Chapter 11 Cases. Also, Simpson Thacher 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.

20. Simpson Thacher is one of the largest law firms in the country and has a diverse client base. No client referenced on **Schedule 2** accounted for more than 1% of Simpson Thacher’s total value of time billed on an annual basis for 2019 except for JPMorgan Chase Bank, N.A. and its affiliates, which accounted for less than 2% of Simpson Thacher’s total value of time billed during that period.

21. Simpson Thacher advises clients in transactions and litigations, including restructuring and bankruptcy matters, with third parties with whom the Debtors may also have a relationship; for example, Simpson Thacher may represent certain creditors or directors of that creditor, and the Debtors may have a separate relationship, such as a supplier or customer, with such creditor. In certain circumstances, the interests of Simpson Thacher’s clients may be adverse to those of the Debtors with respect to the third party. I do not know whether the Conflicts Checklist or Simpson Thacher’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, where the conflict check disclosed such instances, I have included them on the attached **Schedule 2**. Other than as set forth on **Schedule 2**, I am not aware of Simpson Thacher representing any creditor in connection with the Debtors.

22. In addition, Simpson Thacher may have represented, may currently represent, or may in the future represent, a borrower, issuer of securities, financial advisor, underwriter of securities, lead bank or other client in financing transactions, merger and acquisition transactions, litigation or arbitration matters, bankruptcy matters or other matters unrelated to these cases in which one or more parties in interest (or an affiliate) or a professional involved in these Chapter 11 Cases, including, but not limited to those listed on the Conflicts Checklist, happens to be involved, although not as Simpson Thacher’s client.

23. Simpson Thacher may also represent, in matters unrelated to the Debtors or the Independent Director, companies that may be considered competitors of the Debtors.

24. I do not understand Bankruptcy Rule 2014(a) or other applicable law to require disclosure of each present or future engagement Simpson Thacher receives from a party in interest as long as it is unrelated to these cases. Simpson Thacher intends to accept engagements from other parties in interest (whether existing or new clients) that are unrelated to the Debtors. However, in no event will Simpson Thacher represent any party in these Chapter 11 Cases or otherwise with respect to the Debtors, or their estates or the Independent Director.

25. Certain of the parties in interest in these cases are companies with publicly traded securities. Simpson Thacher personnel may own debt or equity securities issued by such companies. It is impractical to determine the extent of such holdings for all publicly traded parties in interest.

26. Attorneys at or employees of Simpson Thacher may receive services from parties in interest or professionals involved in these cases. Attorneys at or other employees at Simpson Thacher 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 at Simpson Thacher may have relatives or spouses who are members of professional firms involved in these cases or employed by parties in interest. We have conducted no investigation of our colleagues' banking, insurance, brokerage or investment activities or familial connections in preparing this Declaration.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States, that the foregoing statements are true and correct.

Dated: September 30, 2020

/s/ Sandeep Qusba
Sandeep Qusba, Esq.

SCHEDULE 1

LIST OF PARTIES IN INTEREST SEARCHED

SCHEDULE 1

List of Schedules

<u>Schedule</u>	<u>Category</u>
1(a)	Administrative Agents and Indenture Trustees
1(b)	Bidder
1(c)	Cash Management Banks
1(d)	Contract Counterparties
1(e)	Credit Agreement Parties
1(f)	Major Customers
1(g)	Directors and Officers
1(h)	Non-D&O Employees in US
1(i)	Major Equity Holders
1(j)	Factoring Lenders
1(k)	Lenders
1(l)	Hedging Parties
1(m)	Indemnification Agreements
1(n)	Insurers
1(o)	Lease Counterparties
1(p)	Debtor Entities
1(q)	Non-Debtor Related Entities
1(r)	Litigation Parties
1(s)	Noteholders
1(t)	Professionals
1(u)	JV Partners and Other Related Parties
1(v)	SDNY Bankruptcy Judges
1(w)	Tax Authorities and Regulators
1(x)	UCC Lien Holders
1(y)	Unions and Works Councils
1(z)	U.S. Trustee Employees
1(aa)	Utilities
1(bb)	Major Vendors
1(cc)	Other Unsecured Creditors

SCHEDULE 1(a)

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

SCHEDULE 1(b)

Bidder

KPS Capital Partners

SCHEDULE 1(c)

Cash Management Banks

ANZ Corporate Banking	Goldman Sachs & Co. LLC
Bank of America Merrill Lynch, Global Corporate & Investment Banking	J.P. Morgan - Global Corporate Bank, Switzerland
Banque Cantonale Vaudoise	JPMorgan Chase Bank - Luxembourg
Barclays	JPMorgan Chase Bank - New York
BBVA	Mitsubishi UFJ Trust and Banking
BLKB	MUFG
BNP Paribas	Sumitomo Mitsui Banking Corporation, Duesseldorf Branch
Citibank	Sumitomo Mitsui Trust Club Co.,Ltd
Citibank International PLC	UBS Switzerland AG
Citibank Master Card	UniCredit Bank AG
Citibank NA	UniCredit Bank AG Luxembourg Branch
Citibank NA Bratislava	UniCredit Lease Management
Citigroup Corporate and Investment Banking	UniCredit Leasing Fleet Management
Deutsche Bank	

SCHEDULE 1(d)

Contract Counterparties

Al Manar for Manufacturing Car Fluids and Spare Parts	FMP Automotive Malaysia Sdn. Bhd.	Ministry of the Economy of the Slovak Republic
Allied-Signal Inc.	FMP Group (Thailand) Limited	Oerlikon Metco
Asist Otomotiv San TIC.LTD.STI.	Fomar Poland Sp. z o.o.	Optimal AG & Co. KG
Asysum S.A.	Ford Forschungszentrum Aachen GmbH	Optimal KG
Balance Technology Inc.	Ford Motor Company	Pacific BBA Automotive Ltd.
Bayerische Motoren Werke Aktiengesellschaft	German TiAl Turbine & Turbocharger Technology GmbH	Pacific BBA Limited
Bendix (Thailand) Limited	GRI Engineering & Development LLC (aka MAT Holdings Inc.)	Palmers Green Pty. Ltd.
Bendix Commercial Vehicle Systems Limited	Guangzhou BD CO., Ltd	Recambiline S.L.
Bendix Corporation	Hofstetter PCB AG	Roulonds Braking ApS
Bendix Mintex Pty. Ltd.	Honda R&D Co., Ltd.	Shanghai Sinotec Co., Ltd.
British Belting & Asbestos Limited.	Honeywell Intellectual Properties Inc.	Shenzhen BDS Automotive Technology Co., Ltd.
CANGO Hard and Soft S.R.L.	Honeywell International Inc.	Sodirep
Castec Korea Co., Ltd.	Kehua Holdings Co., Ltd	Sonceboz Automotive SA
Cimos d.d.	Knorr-Bremse AG	Sony Computer Entertainment Inc.
Delphi Automotive Systems LLC	Knorr-Systeme fur Nutzfahrzeuge GmbH	TMD
Dongying Baofeng Auto Parts Co., Ltd.	Lucky Oil S.R.L	Toyota Motor Corporation
Fiat Powertrain Technologies S.p.a.	Mei Ta Industrial Co., Ltd	Tye Soon Limited
FMP Australia	Microsoft Corporation	Vaud Canton Central Tax Authority
		Walter AG
		Wecast Hungary Zrt.

Wescast Industries Co,
Ltd.

Wuxi Lihu Corporation
Limited

Wuxi Best Precision
Machinery Co. Ltd.

Wuxi Yelong Precision
Machinery Co., Ltd.

SCHEDULE 1(e)

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

SCHEDULE 1(f)

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

SCHEDULE 1(g)

Directors and Officers

Aileen Kathryn McDowall	Dipp, Alberto Abraham Chavez	Piero Gennari
Alberto Abraham Chavez Dipp	Enrique Vazquez Gorostiza	Pierre Ernest Barthelet
Alberto Chavez	Eric Fraysse	Rebecca Conway
Aldea Mihaela	Fabrice Spenninck	Richard Hogan
Alessandro Gili	Fernando Marafon	Russell James
Alexander Greene	Hong Dai	Samuel Cochon
Anthony Lodato	Jerome P. Maironi	Scott Tozier
Armando Tacconelli	Jerome Stoll	Sean Deason
Brendan P O'Connor	John Christopher James	Sean Reagan
Carlos Cardoso	John Jones	Susan L. Main
Carlos de Los Santos Anaya	Koenraad Van Himbeeck	Thierry Mabru
Carsten J. Reinhardt	Lydia Castro Roa	
Chris James	Marian Vazur	
Constanta Nazarcu	Martin Schiesser	
Courtney Enghauser	Masayuki Ienaga	
Craig Balis	Maura J. Clark	
Cristian Manu	Neal Goldman	
Cyril Grandjean	Olivier Rabiller	
Dai, Hong	Paola Casciola	
Damien Schuind	Patrick MacNamara	
Daniel Deiro	Paul Carlsson	
	Peter Bracke	

SCHEDULE 1(h)

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

SCHEDULE 1(i)

Major Equity Holders

BlackRock Fund Advisors

Deccan Value Investors LP

Sessa Capital IM LP

SCHEDULE 1(j)

Factoring Lenders

Banco Santander, S.A., Frankfurt Branch

BNP Paribas Factor S.A.

SCHEDULE 1(k)

Lenders

40/86 Advisors Inc.	Carlyle Investment Management L.L.C.	Halsey Asset Management LLC
Alliancebernstein LP		
Amer Money Management Corp.	Citibank N.A - London Branch	Hayfin Capital Management LLC
Angelo, Gordon & Co. L.P.	Citizens Bank, National Association	HPS Investment Partners
Aozora Bank, Ltd.	CQS Management Ltd	ICICI Bank Ltd.
Apex Credit Partners LLC	CR Suisse Asset Management LLC	Intermediate Capital Group PLC
Ares Management+C11T LLC	CVC CR Parts LLC	Invesco Advisers, Inc
Barclays BK PLC	DCM Senior Credit, LLC	Invesco Euro CLO III DAC
Baring (UK) Limited	Deutsche BK AG	Investcorp Credit Management US LLC
Barings (UK)- Jocassee Partners	DFG Investment Advisers Inc	JPMorgan BK Branch - 0802
Barings LLC	East-West United Bank SA	JPMorgan Chase Bank, National Association
BCO Bilbao Vizcaya Argentaria	Eaton Vance Management	
BDCM Fund Adviser LLC	Elmwood Asset Management LLC	M&G Investment Management Ltd.
Bluemountain Capital Management, LLC	Fair Oaks Loan Funding I DAC	Marble Point Credit Management LLC
BNP Paribas (Suisse) SA	Goldentree Asset Management LP	Medalist Partners Corporate
BNP Paribas SA	Goldentree Loan Management EUR CLO 3	Merrill Lynch & Co., Inc.
Brigade Capital Management, LP	Goldman Sachs Asset Management LP	MJX Asset Management LLC
Cairn Capital Group Ltd	Goldman Sachs Bank USA	MUFG Bank, Ltd.
Carlson Capital, L.P.	GSO Capital Partners LP	Muzinich & Co Inc

Nassau Corporate Credit LLC	PPM America, Inc	Telos Asset Management LLC
NIBC Bank NV - London	Pretium Capital Management LLC	Tikehau CLO V B.V.
North Westerly VI	Raiffeisen Bank International	Tikehau Investment Management S.A.S.
NOVA Kreditna Bank Maribor DD	Raymond James Bank N.A.	TPG Opportunities Partners, LP
Octagon Credit Investors, LLC	Silvermine Capital Management LLC	UniCredit Bank AG
Par-Four Investment Management, LLC	Société Générale	Voya Investment Management Co LLC
Partners Group (USA) Inc.	State Bank of India	Wellfleet CR Parts LLC
Penta CLO 6 Designated Activity Company	State BK of India-London	Whitehorse Capital Partners LP
PGIM Inc.	Steele Creek	York Capital Management
Pinebridge Investments LLC	Sumitomo Mitsui Banking Corporation	

SCHEDULE 1(I)

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

SCHEDULE 1(m)

Indemnification Agreements

Honeywell ASASCO 2 Inc. c/o Honeywell International Inc.

SCHEDULE 1(n)

Insurers

AIG Europe Limited	The First Liberty Insurance
Allianz Global Corporate & Specialty SE	W. R. Berkley Corporation
Allianz Insurance plc	XL Insurance Company SE
Allied World Assurance Company AG	Zurich Engineering
Aspen Syndicate 4711	Zürich Versicherungs-Gesellschaft AG
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	

SCHEDULE 1(o)

Lease Counterparties

Casa Twin Tower Business Centre	Netron Investment SRL
Equest Logistic S.R.L.	Novar ED&S Limited
FMP Group (Australia) Pty Ltd	Regus Management Group LLC
FZB Plymouth, LLC	Second Roc-Jersey Associates L.L.C.
Ganimede S.r.l	Sparkasse Gifhorn-Wolfsburg
Hasma Pty Limited	Svizzera 185 S.r.l
HGR Management, LLC	Wong y Asociados Inmobiliaria, S. de R.L.de C.V.
Hiteco S.r.l.	Xtraspace Flexi Office (pty) Ltd.
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.	

SCHEDULE 1(p)

Debtor Entities

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

SCHEDULE 1(q)

Non-Debtor Related Entities

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

SCHEDULE 1(r)

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 & Associés

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

SCHEDULE 1(s)

Noteholders

ABN AMRO Investment Solutions S.A.	Deka Investment GmbH	JAR Capital Wealth Management, LLP
Aegon USA Investment Management, LLC	DWS Investment GmbH	Kames Capital PLC
AllianceBernstein, L.P. (U.S.)	Eaton Vance	Lord, Abbett & Co., LLC (Asset Management)
AllianceBernstein, Ltd (U.K.)	Edmond de Rothschild Asset Management (UK) Ltd	M&G Investment Management Ltd
Amundi Pioneer Asset Management, Inc.	Erste Asset Management GmbH	Manulife Asset Management (Europe), Ltd
Anima SGR S.p.A.	Fidelity International Limited - FIL Investment Services (U.K.), Ltd	MEAG Munich Ergo Asset Management GmbH
AXA Investment Managers (U.K.), Ltd	Financière Meeschaert	Mediolanum Asset Management, Ltd
Baillie Gifford & Company	Formuepleje A/S	Muzinich & Co., Ltd (London)
Banco de Sabadell S.A. (Asset Management)	Generali Insurance Asset Management SGR S.p.A.	NatWest Markets, PLC
BankInvest Asset Management	GoldenTree Asset Management, L.P. (U.S.)	NN Investment Partners (Belgium)
Barings (U.K.), Ltd	Groupama Asset Management S.A.	Nomura Asset Management U.S.A., Inc.
Barings, LLC	Helaba Invest Kapitalanlagegesellschaft mbH	Nykredit Asset Management A/S
BlackRock Investment Management (U.K.), Ltd	Intermediate Capital Group plc	ODDO BHF Asset Management SAS
BNP Paribas Fortis S.A./N.V. (Private Banking)	Intermediate Capital Group, Inc.	OFI Asset Management
Chenavari Credit Partners, LLP	Invesco Asset Management S.A.	PineBridge Investments Europe, Ltd
DBX Advisors, LLC	Janus Henderson Investors (U.K.)	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

SCHEDULE 1(t)

Professionals

A and L Goodbody	Broadridge Investor Communications	Deloitte Haskins and Sells LLP
Abrams & Bayliss LLP		
AlixPartners LLP	Brown Rudnick LLP	Deloitte LLP
Andersen Tax, LLC	Brunner et Associés SA	Deloitte SA
Arendt & Medernach SA	Carmody and Torrance	Deloitte Touche
Arendt Services SA	CMS Cameron McKenna SCA	Dentons South Africa
Arnold & Porter Kaye Scholer LLP	CMS Hasche Sigle	Donald Hill Patent Law
Baker & Mckenzie - CIS, Limited	CMS von Erlach Poncet SA	Drinker Biddle & Reath
Baker & McKenzie Abogados, S.C.	ConwayMCColl Solicitors Limited	Ernst & Young AG
	Cornerstone Research Inc.	Ernst & Young Law s. r. o.
Baker And Mckenzie Zurich	CSC, the United States Corporation	Ernst & Young LLP
		Ernst & Young SRL
Barzano & Zanardo Roma S.p.A	Daniel J. Edelman, Inc.	Ernst & Young, s.r.o.
Beijing Chang Tsi & Partners	Davis Polk & Wardwell London LLP GB	Ernst & Young Law GmbH
	Deloitte & Touche LLP	Ernst & Young Terco Serviços
Bhoopalam Chandrashekharaiiah Prabha	Deloitte & Touche S.P.A.	Freshfields Bruckhaus Deringer
Bird & Bird AARPI	Deloitte & Touche SA Suisse	FTI Consulting Inc US
Bird and Bird LLP	Deloitte Audit S.R.L.	Galaz,Yamazaki, Ruiz, Urquiza, S.C.
Bird & Bird Advokat KB	Deloitte Audit s.r.o.	Gevers & Ores
BMG Avocats	Deloitte Audit, s. r. o.	Global Law Office
Boult Wade Tennant LLP	Deloitte Consulting AG	Greenberg Traurig PA
		Gun Partners

Hadiputranto, Hadinoto & Partners	Pangrle Patent Brand and Design Law	Radu si Asociatii SPRL
Haynes and Boone, LLP	Perella Weinberg Partners LP	Remfry & Sagar
Hogan Lovells International LLP	Phillips ADR Enterprises PC	Roxin Rechtsanwaelte LLP
Hogan Lovells LPP International LLP	Price Waterhouse & Co Bangalore LLP	Schofield Sweeney LLP
Hogan Lovells Paris LLP	PricewaterhouseCoopers S.C.	Schulte Roth & Zabel LLP
Hogan Lovells US LLP	PricewaterhouseCoopers AG	SCP Flichy Grange Avocats
Ipreo LLC	PricewaterhouseCoopers Contadores	Seager Tufte and Wickhem LLP
Junhe LLP	PricewaterhouseCoopers LLP	Sheppard Mullin Richter Hampton LLP
Kim and Chang	Pricewaterhousecoopers Private	Signature Litigation AARPI
KPMG LLP	PricewaterhouseCoopers Private Limited	Simmons and Simmons LLP
Kurtzman Carson Consultants (KCC)	PricewaterhouseCoopers Slovensko s.r.o.	Sullivan & Cromwell LLP
Lakshmikumaran & Sridharan	PricewaterhouseCoopers Tax, k.s.	The Law Office of John A Griecci
Latham & Watkins LLP	PricewaterhouseCoopers LLP GB	Thompson Hine LLP
Leason Ellis LLP	PWC UK	TLG - The Legal Group Advocates
Lenz et Staehelin	Quinn Emanuel Urquhart & Sullivan, US	Towers Watson Consultores SA de CV
Lewis Silkin LLP	Quinn Emmanuel Trial Lawyers	Willis Towers Watson Consulting BVB
Lewis Silkin Services Limited		Willis Towers Watson US LLC
Lorenz and Kopf LLP		WP Thompson Limited
M&M O'Shea		Yuasa and Hara
Mackenzie Partners, Inc		
Morgan Stanley Smith Barney LLC		

SCHEDULE 1(u)

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.

SCHEDULE 1(v)

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

SCHEDULE 1(w)

Tax Authorities and Regulators

Administration Des Contributions Directes - Grand Duche de Luxembourg	DC Office of Tax and Revenue	Honjo-city Tax Collection Division
Agencia Aduanal Esquer Luken, SC	Delaware Division of Corporations	Indiana Department of Revenue
Anaf-DGRFMB-Administratia Fiscala Pentru Contribuabili Mijlocii	Direzione Provinciale di Chieti	Inenco
Anaf-Directia Generala de Administrara A Marilor Contribuabili (DGAMC)	Environmental Protection Agency	Internal Revenue Service
Australia Border Force	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)	Iowa Department of Revenue
Australian Taxation Office	Financial Accounting Standards Board	IPAN Intellectual Property Associat
Ayuntamiento de Mexicali	Financni Urad Pro Hlavni	IRS (Internal Revenue Service)
Biroul Vamal Otopeni	Finanzamt Konstanz	Japan National Tax Agency
Biroul Vamal Constanta	Franchise Tax Board California	Ministry of the Economy of the Slovak Republic
Biroul Vamal Otopeni Calatori	General Directorate of Local Taxes and Fees Sector 6	Municipality of Atessa
California Department of Tax & Fee Administration	Georgia Department of Revenue	Municipality of Torino
Chambre de Commerce (Luxembourg)	Gobierno Del Estado de Baja California	New York Department of Revenue
Cheshire East Council	Groundwater & Environmental Services, Inc	Obec Zaborske
Comision Estatal de Servicios Publicos de Mexicali	HM Revenue & Customs	Office of the Revenue Commissioners
Companies House		Public Company Accounting Oversight Board
Customs and Tariff Bureau		Public Company Accounting Oversight Board US

Regione Abruzzo Servizio
Tesoreria

UK Finance
Administration

RL Jones Custombroker

Urad Prace, Socialnych
Veci A Rodiny

Saitama Prefecture

Servicio de Administracion
Tributaria

US Customs & Border
Protection

Slovak Fiscal
Administration

Vaud Canton Central Tax
Authority

Slovak Tax Authority

Waterford City Council

State of Connecticut
Department of Revenue
Service

Wood Environment &
Infrastructure Solutions Inc

Tennessee Department of
Revenue

Tokyo Metropolitan
Government

SCHEDULE 1(x)

UCC Lien Holders

Econocom Corporation

JPMorgan Chase Bank, N.A.

SCHEDULE 1(y)

Unions and Works Councils

Australian Manufacturing Workers Union

Connect Trade Union (formerly TEEU)

Electrical Trades Union

Nueva Cultura Laboral

Sindicatul Allied Signal

SCHEDULE 1(z)

U.S. 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

SCHEDULE 1(aa)

Utilities

Added Computer & Telephony Comercio e Servicios Ltda	Camara Nacional de La Industria Electronica de Telecom y Tecno de La Info	Corporativo Real Sa de R.I. de CV
Agua y Hielo Estrellazul de Mexical	Camara de Comercializacao de Energia Eletrica	Desarrollo de Tecnologias Integrale
Airtel A/C No. 112- 100960996	Cascardi Saneamento Básico LTDA	Dibpel Gerenciamento de Residuos
Airtel A/c No: 112- 100959962	CFE Suministrador de Servicios	Duksung
AN Apele Romane	Chaturshringi Service Station	Dynamic Communications Mexico
APA Nova	Chemtech Waste Management Ltd	E.D.F. - G.D.F.
APA Nova Bucuresti SA	Cheongdo	E.ON Energie România S.A.
Aruba SPA	China Unicom Wuhan Paging Enterprise Office	EC Bank Co., Ltd.
Aruba SPA E2E	China United Network Communications Co., Ltd.	Ecogas Mexico, S. de R.L. de C.V.
AT&T Communication Services India	CIA Ultragaz S.A.	Edison Energia SpA
AT&T Mobility LLC	CIA Ultragaz S/A	EDP Sao Paulo Distribuicao de Energia SA
Ayuntamiento de Mexicali	Com And Lan Digital Tech Co., Ltd.	Energia Azteca X SA de CV
Beijing Wang An Jie Tong Technology	Comision Federal de Electricidad	EOLO SpA
Betta Telecomunicações e Eletrônica	Comune di Atesa	Fanal Comercio Derivados Petroleo
Bharti Airtel Limited	Condominio Edificio Paulista	Fans Trans (China) International Freight Agent Co., Ltd.
Bharti Airtel Services Ltd		Fastweb SPA
Bord Gais		Fastweb SPA / Milano

Goepik Sistemas Industriais SA	Kt Estate Co., Ltd.	PCS Telecom Co., Ltd
GSA Gerenciamento de Resíduos Eirel	LUBSTAR a.s.	Prazska Energetika, A.S.
GTS Telecom SRL	Maharashtra State Electricity Distr	PRESOV REAL s.r.o
H. Bloch a.s.	Maria Rosa Alicia Maravel Valenzuel	Proaguas Transantista LTDA-ME
Hidrocarburos del Noroeste SA de CV	Mawati Coleta de Resíduos Industria	Prolab Ambiental Análise
Honjoshi Suidoka	Medam S. de RL de CV	Promobeis de Mexicali, A.C.
Horizon Safety Systems	Michelle Garcia Licona	Radiomovil Dipsa SA de CV
Horizon Services	MOL Česká republika, s.r.o.	Radiomovil Dipsa SA de CV Payment
Horizon Tech LTDA	Namyang Co., Ltd.	RAI Abbonamenti Speciali Torino
Hyundai AutoEver Corp.	Nantong Lean Electronics Co., Ltd	Reliance Jio Infocomm Limited
Idea Cellular Ltd 8.10604733	Nch Brasil LTDA.	Renault SAS
Idea Cellular Ltd A/c No 8.10398708	Nepal Dist. de Agua Mineral LTDA.	Renova Tratamento de Resíduos LTDA
IEnova Marketing S. de R.L. de C.V.	Nevicom SA	Restore Shred
Insight Technology Solutions GmbH	Onyx Est	Ryder Communications Group Inc
Ircat Co SRL	Operadora de Boliche Mexicali	Ryder Communications Group Inc US
Irish Water	Operadora de Boliche Mexicali SA de CV	Sabesp - COMP. SAN. BAS. S.P
Jaime Donaciano Jimenez Cruz	Orange Business Services	Samsung SDS
Jiashang Petroleum (Zhoushan) Co.	Orange Romania SA	SAS Segec Direct
Korean Oil	Orange Slovensko a.s.	Schneider Electric ESS BVBA
KOSIT a.s.	Pacific Treatment Environmental	

Servico Autonomo de Agua e Esgoto	T-Mobile Czech Republic, a.s.	Vodafone Idea Limited
Shang Hai Lai Shi You Pin You Xian	Total Energie GAZ	Vodafone Italia S.p.A.
Shanghai Move- Communicate Co. Ltd.	Total France	Vodafone Ltd
Shanghai Telecom Account Center	T-Systems Do Brasil Ltda	Vychodoslovenska Energetika a.s
Shanghai Winsh Computer Technology	UB1st Co., Ltd.	Waterlogic Australia Pty Ltd
Shanghai Ziyan Information Technolo	United Grinding North America Inc	Wuhan Hubei Electric Power Company
Shanghai Ziyu Network Technology Co	Veolia EAU	Wuhan Stone Smart Time Technology
Singtel Europe Ltd	Veolia Environmental Services Techn	Wuhan Water Group Company Limited
SingTel Global India Private Limited	Veolia es Cleanaway UK Ltd	
SK Broadband Co., Ltd.	Veolia Water Technologies	
SK Protective Products	Verizon	
SK Technik	Verizon Communications India Private Ltd	
SK Telecom Co., Ltd.	Verizon Communications Slovakia s.r.o.	
SUEZ Australia Pty Ltd	Verizon Financial Services LLC US	
Swisscom (Schweiz) AG	Verizon Italia S.p.A.	
Telecom Italia SPA	Verizon Nederland BV	
Telstra	Verizon Switzerland AG	
Tempo Energia S.A.	Verizon Wireless	
Tinmar Energy SA	Verizon Wireless US	
Tinmar Gas S.A.	Vodafone	
	Vodafone GmbH	

SCHEDULE 1(bb)

Major Vendors

Aceros Moldeados de Lacunza SA	Caparo Engineering India Pvt Ltd	DBI Plastics
Actech GMBH	Castec	DHL
ADP	Castwell Products LLC	Discom International Inc
Aikoku Alpha Corp.	CBRE	Doncasters
Alumalsa	CCN	DUCI
Amazon	CEMB	Easy Flyers S.R.O.
Ansys	Central CMS Corporation	Econocom
Aoki Seiki Industries	CEVA	EGSTON
Aranda Tooling Inc.	Cimos	ELE Advanced Technology
Atmeca	CITI	ElringKlinger
AutoCont	Cogeme	Enkei Aluminium Products
Avenue Mouldmaking Ltd	COMPA SA	Equest Logistic SRL
AVL	Compact Service ABC SRL	ETAS
AXA Life	Compax Inc	Everest Ropack
Bibus	Cross Manufacturing Co	Expeditors International
Bocar S.A. de C.V.	CRRC	Faist
Booster Precision Components	Daido	Feilong Auto Components Co., Ltd
BQ Machining SA de CV	Dalian Nakamura	Ferriere Di Stabio S.A
Brakes India	Dandong Heben Prec Mach Co. Ltd	Finecast Foundry Limited
Budget SRL	Danyang Chengye Light	Firth Rixson PLC
Caisse AVS de la Federation Patronale Vandoise	Datatechnic	Flex Automotive
		Fontana

Formel D	Japan Pension Organization Port	Mei Ta Industrial Co., Ltd
FPRS Depository Account Plan 88374 US (Fidelity)	Jiangsu Sinotec Co., Ltd	Metalis
FS Precision Tech LLC	Jiangsu Tengchi Technology Co Ltd	Microsoft Corporation
FSA Systeme de Asamblare SRL	Jiangyin Machine Building Inc	Minda Corporation Limited
Fujitsu	Jiangyin Uni-Pol Co Ltd	Mitsuba
Fujiwa Machinery	Kamtec	Mitsubishi
GITS	Kehua	National Economic Research Association
Gutierrez Trucking, LLC.	Kintetsu World Express, Inc.	Netron Investment SRL
Helical	Kosei Akagi (Kunshan) Aluminum Co.,	Ningbo Yinzhou Tiange Automobile
Hella	Koshida Corporation	NMB Minebea GmbH
Hickey Fabrication Services Ltd.	Kovolis Hedvikov A.S	NNC Solutions SRL
Hit Precision Metals Co Ltd	Le Belier	Norma
Hitachi	Leman Industire	NTT
Honeywell	LGA Automation	Old Mutual Operadora de Fondos
Howmet Fixation Simmonds SAS	Lioho Metal (Hubei) Co Ltd	Oracle
Indo Mim Private Ltd	Lisk GW Company Inc	Perrotton
Indo Schottle	M2M Machining Inc	Pierburg
Indo-Mim Private Ltd	Magneti Marelli	Poclain Technicast
Instituto Mexicano del Seguro Social	Manpower	Precialp
Inzi Controls	Marubeni Automotive Corporation	Precision Resource
ISIS Development	Mecanizacion S.A.	Q and L Industrial Services s r o
		Quality & Logistics Industrial Service

R.G. Ray Corporation	Sonceboz	UniCredit
RAIS Slovakia, s.r.o.	Stocklor	United Health Care
RCI Ross Casting & Innovation	STREIT	Universal Precision Screws
Remet UK Ltd.	STWM	US Bank (Freight)
S&H Co	Supply Chain Factory GmbH	Vanguard Foundry Ltd
Saint Jean Industries Lorraine	T.R. Fastenings	VIMI Fasteners S.p.A.
Saint Jean Industries Lorraine SA	Taiko Unyu	Waukesha Bearings Corp
Samwee Precision	Tata Consultancy Services	Wescast
SC Excelent Auto SRL	Techsistem SRL	Wieland Metal Services LLC
Schaeffler	Tecnomatic	Windtech Inc
Securitas	TF Service Impex SRL	Wuxi Best Precision Machinery Co
Selmec	The Charter Dept. Inc.	Wuxi Lihu
Sensata	The Collector - General	Wuxi Xinan Aluminum Technology Co.
Seo-il Casting	Thermamax	Wuxi Yelong Precision Machinery Co.
Shanghai LiangJi	Trigo	Yusen Logistics S.R.L.
SICTA	TRUCAST	
Sirva Global Relocation Inc	Turbocam Automated Production Syste	
Sn SAMAT	Umfotec Umformtechnik GmbH	

SCHEDULE 1(cc)

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

SCHEDULE 2

**DISCLOSURE OF
OF RELATIONSHIPS WITH PARTIES LISTED ON SCHEDULE 1**

Schedule 2

List of “Connections” with Interested Parties

This schedule contains the names of parties on the Conflicts Checklist that our conflicts-checking personnel advise me are current clients; affiliates of current clients; former clients (within the preceding two years); affiliates of such former clients; entities in which a client of Simpson Thacher has a legal or beneficial ownership interest, or entities having a legal or beneficial ownership interest in a client of Simpson Thacher, if such information was disclosed by our regular conflicts checking procedures; or parties paying in whole or in part the fees of Simpson Thacher for legal services provided to third parties, such as a committee of independent directors of the party¹ or underwriters or others providing financing for the party. In the case of Schedule 2 below, the services rendered by Simpson Thacher to the current client, affiliate of a current client, former client, affiliate of a former client, or other party as described above, as applicable, were or are not related and will not be related to the Independent Director or the Debtors during the pendency of the Chapter 11 Cases.

NAME OF PARTY IN INTEREST
ABN AMRO INVESTMENT SOLUTIONS S.A.
AIG EUROPE LIMITED
ALEX GREEN
ANGELO, GORDON & CO. L.P.
APEX CREDIT PARTNERS LLC
ARES MANAGEMENT LLC

¹ Simpson Thacher’s client in this engagement is Neal Goldman, in his capacity as independent director of Garrett ASASCO, Inc. Mr. Goldman’s fees and expenses as independent director are being paid by Garrett ASASCO, Inc.; however, Simpson Thacher is not representing any of the Debtors in these Chapter 11 Cases.

NAME OF PARTY IN INTEREST
AT&T COMMUNICATION SERVICES INDIA
AT&T MOBILITY LLC
BANCO BILBAO VIZCAYA ARGENTARIA, S.A.
BANCO BILBAO VIZCAYA ARGENTARIA, S.A., NEW YORK BRANCH
BANCO SANTANDER, S.A., FRANKFURT BRANCH
BANK OF AMERICA MERRILL LYNCH INTERNATIONAL LIMITED
BANK OF AMERICA MERRILL LYNCH, GLOBAL CORPORATE & INVESTMENT BANKING
BARCLAYS
BARCLAYS BANK PLC
BARING (U.K.) LIMITED
BARINGS (UK)- JOCASSEE PARTNERS
BARINGS, LLC
BBVA
BCO BILBAO VIZCAYA ARGENTARIA
BEAZLEY SYNDICATE 2623 / 623
BLACKROCK FUND ADVISORS
BLACKROCK INVESTMENT MANAGEMENT (U.K.), LTD
BNP PARIBAS
BNP PARIBAS FACTOR S.A.
BNP PARIBAS FORTIS S.A./N.V. (PRIVATE BANKING)
BNP PARIBAS, NEW YORK BRANCH
BNP PARIBAS (SUISSE) SA
BNP PARIBAS SA

NAME OF PARTY IN INTEREST
CARLYLE INVESTMENT MANAGEMENT L.L.C.
CATERPILLAR INC.
CBRE
CHUBB EUROPEAN GROUP LIMITED
CHUBB SEGUROS MÉXICO, S.A.
CHUBB UNDERWRITING AGENCIES LTD (SYNDICATE 2488)
CITI
CITIBANK
CITIBANK INTERNATIONAL PLC
CITIBANK MASTER CARD
CITIBANK N.A - LONDON BRANCH
CITIBANK N.A.
CITIBANK NA BRATISLAVA
CITIGROUP CORPORATE AND INVESTMENT BANKING
CITIGROUP GLOBAL MARKETS LIMITED
CITIZENS BANK, NATIONAL ASSOCIATION
COMISION FEDERAL DE ELECTRICIDAD
CR SUISSE ASSET MGMT LLC
CVC CR PARTS LLC
DBX ADVISORS, LLC
DELPHI AUTOMOTIVE SYSTEMS LLC
DEUTSCHE BANK
DEUTSCHE BANK AG

NAME OF PARTY IN INTEREST
DEUTSCHE BANK AG, LONDON BRANCH
DEUTSCHE BK AG
DEUTSCHE TRUSTEE COMPANY LIMITED - DEBT AND AGENCY SERVICES
DEUTSCHE TRUSTEE COMPANY LIMITED - LUX REGISTRAR
GOLDENTREE ASSET MANAGEMENT, L.P. (U.S.)
GOLDENTREE ASSET MGMT LP
GOLDENTREE LOAN MNGT EUR CLO 3
GOLDMAN SACHS & CO. LLC
GOLDMAN SACHS ASSET MGMT LP
GOLDMAN SACHS BANK USA
GOLDMAN SACHS INTERNATIONAL
GREENBERG TRAURIG PA
GSO CAPITAL PARTNERS LP
HITACHI
HONEYWELL ²
HONEYWELL (CHINA) CO., LTD.
HONEYWELL AFTERMARKET EUROPE S.R.L.
HONEYWELL ASASCO 2 INC.
HONEYWELL ASASCO 2 INC. C/O HONEYWELL INTERNATIONAL INC.
HONEYWELL ASASCO 2 LLC
HONEYWELL ASASCO LLC

² Simpson Thacher is representing a former executive of a Honeywell subsidiary in an unrelated matter, and the Firm's fees are being paid by Honeywell International, Inc.

NAME OF PARTY IN INTEREST
HONEYWELL AUTOMOTIVE PARTS SERVICES (SHANGHAI) CO., LTD.
HONEYWELL BERMUDA II, LTD.
HONEYWELL CONTROL SYSTEMS LIMITED
HONEYWELL DO BRASIL LTDA.
HONEYWELL GARRETT ITALIA SRL
HONEYWELL GMBH
HONEYWELL HOLDINGS INTERNATIONAL INC.
HONEYWELL INGENIERIA Y TECNOLOGIA AEROSPACIAL DE MEXICO S. DE R.L. DE C.V.
HONEYWELL INTELLECTUAL PROPERTIES INC.
HONEYWELL INTERNATIONAL INC.
HONEYWELL INTERNATIONAL S.À.R.L.
HONEYWELL JAPAN LTD
HONEYWELL KOREA LTD INDONESIA REPRESENTATIVE OFFICE
HONEYWELL LIMITED
HONEYWELL TECHNOLOGIES SARL
HONEYWELL TRANSPORTATION INVESTMENT (CHINA) CO., LTD.
HONEYWELL TRANSPORTATION INVESTMENT (CHINA) CO., LTD. (NEW CHINA TS CO)
HONEYWELL TURBO TECHNOLOGIES (WUHAN) CO., LTD.
HONEYWELL UK LIMITED
INTERMEDIATE CAPITAL GROUP, INC.
IPREO LLC
J.P. MORGAN - GLOBAL CORPORATE BANK, SWITZERLAND

NAME OF PARTY IN INTEREST
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, NATIONAL ASSOCIATION
KIM AND CHANG
MAGNETI MARELLI
MERRILL LYNCH & CO., INC.
MERRILL LYNCH INTERNATIONAL
MICROSOFT CORPORATION
MORGAN STANLEY SMITH BARNEY LLC
MUFG
MUFG BANK, LTD.
NATWEST MARKETS, PLC
NISSAN MOTOR CO, LTD
NOMURA ASSET MANAGEMENT U.S.A., INC.
OCTAGON CR INVESTORS, LLC
ORACLE
PERELLA WEINBERG PARTNERS LP
PINEBRIDGE INVESTMENTS LLC

NAME OF PARTY IN INTEREST
PRETIUM CAPITAL MANAGEMENT LLC
PRICE WATERHOUSE & CO BANGALORE LLP
PRICEWATERHOUSECOOPERS S.C.
PRICEWATERHOUSECOOPERS AG
PRICEWATERHOUSECOOPERS CONTADORES
PRICEWATERHOUSECOOPERS LLP
PRICEWATERHOUSECOOPERS LLP GB
PRICEWATERHOUSECOOPERS PRIVATE
PRICEWATERHOUSECOOPERS PRIVATE LIMITED
PRICEWATERHOUSECOOPERS SERVICES LLP
PRICEWATERHOUSECOOPERS SLOVENSKO SR
PRICEWATERHOUSECOOPERS TAX K.S.
PWC UK
RAIFFEISEN BANK INTERNATIONAL
RAYMOND JAMES BANK N.A.
SCHULTE ROTH & ZABEL LLP
SECURITAS
SK TELECOM CO., LTD.
SOCIÉTÉ GÉNÉRALE
SUMITOMO MITSUI BANKING CORPORATION
SUMITOMO MITSUI BANKING CORPORATION, DUESSELDORF BRANCH
TOWERS WATSON CONSULTORES SA DE CV
TPG OPPORTUNITIES PARTNERS, LP

NAME OF PARTY IN INTEREST
UBS FUND MANAGEMENT (LUXEMBOURG) S.A. (FUNDS)
UBS SWITZERLAND AG
UNICREDIT
UNICREDIT BANK AG
UNICREDIT BANK AG LUXEMBOURG BRANCH
UNICREDIT LEASE MANAGEMENT
UNICREDIT LEASING FLEET MANAGEMENT
VODAFONE
VOYA INVESTMENT MANAGEMENT CO LLC
VOYA INVESTMENT MANAGEMENT, LLC
WHITEHORSE CAPITAL PARTNERS LP
WILLIS TOWERS WATSON CONSULTING BVB
WILLIS TOWERS WATSON US LLC
XL INSURANCE COMPANY SE
YORK CAPITAL MANAGEMENT ADVISORS LLC