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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

In re:

GARRETT MOTION, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 20-12212 (MEW)

(Jointly Administered)

Re: Docket Nos. 1017, 1018

**AMAZON WEB SERVICES' RESPONSE AND RESERVATION OF RIGHTS TO
DEBTORS' NOTICE TO COUNTERPARTIES TO EXECUTORY CONTRACTS
AND UNEXPIRED LEASES THE DEBTORS MAY ASSUME**

Amazon Web Services, Inc. ("AWS"), hereby files this response and reservation of rights (the "Reservation of Rights") to the Debtors' *Notice to Counterparties to Executory Contracts and Unexpired Leases the Debtors May Assume* (the "Cure Notice") [Docket No. 1017] filed in connection with *Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (the "Plan") [Dkt. No. 1018].

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' claims and noticing agent at <http://www.kccllc.net/garrettmotion>. The Debtors' corporate headquarters is located at La Pièce 16, Rolle Switzerland.



INTRODUCTION

AWS provides cloud computing and cloud storage services to one or more Debtors pursuant to the terms of an AWS Enterprise Agreement dated April 4, 2018 (the “Enterprise Agreement”) as amended by a Private Pricing Addendum dated June 22, 2020. AWS filed a proof of claim in the case for \$281,651.81 in unpaid prepetition amounts owed under the Enterprise Agreement.

The Cure Notice indicates that the Debtors intend to assume an AWS “Services Agreement.” The Cure Notice also identifies a total cure amount of \$281,237.61, which is roughly the same amount as the prepetition amounts owed to AWS under the Enterprise Agreement. The Cure Notice identifies fourteen separate purchase orders with AWS that the Debtors intend to assume (the “Purchase Orders”). The relevant portion of the Cure Notice in which the Debtors have identified the Purchase Orders for assumption is as follows:²

101G5190	AMAZON WEB SERVICES EMEA SARL	Garrett Motion Sarl	PURCHASE ORDER #4200258115	2/15/2019	\$0.00
101G5760	AMAZON WEB SERVICES EMEA SARL	Garrett Motion Sarl	PURCHASE ORDER #A000025400	10/11/2019	\$0.00
101G5758	AMAZON WEB SERVICES EMEA SARL	Garrett Motion Sarl	PURCHASE ORDER #A000031055	11/14/2019	\$0.00
101G5759	AMAZON WEB SERVICES EMEA SARL	Garrett Motion Sarl	PURCHASE ORDER #A000031250	11/18/2019	\$0.00
101G5761	AMAZON WEB SERVICES EMEA SARL	Garrett Motion Sarl	PURCHASE ORDER #A000033281	11/22/2019	\$0.00
	AMAZON WEB SERVICES INC		Total Cure Amount for Counterparty		\$281,237.61
101G5247	AMAZON WEB SERVICES INC	Garrett Motion Sarl	PURCHASE ORDER #4200257635	2/4/2019	
112G5243	AMAZON WEB SERVICES INC	Garrett Transportation I Inc.	PURCHASE ORDER #A000051121	5/5/2020	
112G5246	AMAZON WEB SERVICES INC	Garrett Transportation I Inc.	PURCHASE ORDER #A000051420	5/5/2020	
112G5245	AMAZON WEB SERVICES INC	Garrett Transportation I Inc.	PURCHASE ORDER #A000054067	6/12/2020	
112G5244	AMAZON WEB SERVICES INC	Garrett Transportation I Inc.	PURCHASE ORDER #A000059214	7/28/2020	
112G5242	AMAZON WEB SERVICES INC	Garrett Transportation I Inc.	PURCHASE ORDER #A000059215	7/28/2020	
112G5241	AMAZON WEB SERVICES INC	Garrett Transportation I Inc.	PURCHASE ORDER #A000059216	7/28/2020	
112G8746	AMAZON WEB SERVICES INC	Garrett Transportation I Inc.	SERVICE AGREEMENT	12/4/2018	
101G8747	AMAZON WEB SERVICES INC	Garrett Motion Sarl	SERVICE AGREEMENT	12/4/2018	
112G3682	AMAZON WEB SERVICES LLC	Garrett Transportation I Inc.	PURCHASE ORDER #A000037002	12/17/2019	\$0.00
112G3681	AMAZON WEB SERVICES LLC	Garrett Transportation I Inc.	PURCHASE ORDER #A000041082	1/28/2020	\$0.00

² The AWS list of contracts designated for assumption is found at page 12 of Dkt. 1017.

The Cure Notice does not identify cure amounts owed in connection with the Purchase Orders.

Counsel for AWS reached out to counsel for the Debtors regarding the Cure Notice, in order to confirm that the Debtors intend to assume the Enterprise Agreement, including the Private Pricing Addendum thereto; to reach agreement on the correct cure amount owed in connection with the Enterprise Agreement; and to clarify the identity of the Purchase Orders that the Debtors' intend to assume. In response, the Debtors confirmed that the "Services Agreement" listed in the Cure Notice is the Enterprise Agreement and that the Debtors intend to assume the Enterprise Agreement, including the Private Pricing Addendum thereto. The Debtors have also confirmed and agreed that the correct cure amount for the Enterprise Agreement is \$281,641.81. This resolves any issues regarding assumption and cure for the Enterprise Agreement.

The Debtors, however, first provided AWS with copies of the Purchase Orders listed in the Cure Notice on the morning of April 8, 2021, just hours before the objection deadline. AWS is still evaluating the Purchase Orders and, as a result, has not yet been able to determine whether the Purchase Orders listed in the Cure Notice are assumable and, if so, whether there are cure amounts owed with respect to them.

RESERVATION OF RIGHTS

AWS files this response to reserve all its rights with respect to the Purchase Orders. AWS will continue to work with the Debtors to determine whether the Purchase Orders are assumable and, if so, whether cure amounts are owed thereunder. To the extent that additional defaults exist under the Purchase Orders, the Debtors must cure them in

connection with assumption as required by § 365(b)(1) of the Bankruptcy Code. AWS understands that the Debtors have committed to pay additional postpetition amounts that accrue under the Enterprise Agreement in the ordinary course. To the extent that postpetition defaults arise under the agreements with AWS that the Debtors intend to assume, the Debtors must cure such amounts as a condition of such assumption.

AWS reserves the right to supplement, modify, or amend this Reservation of Rights. Nothing set forth herein shall constitute a waiver, discharge, or disallowance of any rights, claims, causes of actions, arguments, or defenses that AWS has asserted or may assert against the Debtors.

CONCLUSION

WHEREFORE, AWS respectfully requests that the Court (i) condition assumption of the AWS Enterprise Agreement on the payment of cure of all amounts due as of assumption; (ii) condition the authority to assume the Purchase Orders upon the provision of any further documents that may be necessary to identify them and the payment of cure of amounts due as of assumption; and (iii) grant such other relief as is just and proper.

Dated: April 8, 2021

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/s/ Brian D. Koosed

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CERTIFICATE OF SERVICE

I, Brian D. Koosed, Esq., hereby certify that on April 8, 2021, I caused a true and correct copy of the foregoing to be served upon all parties that have requested notice in these Chapter 11 cases through the Court's CM/ECF System. In addition, I caused a copy of the foregoing to be served as indicated upon the following parties.

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