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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	

NOTICE OF FILING OF REVISED PROPOSED ORDER (A) AUTHORIZING AND APPROVING BID PROCEDURES, (B) AUTHORIZING AND APPROVING THE STALKING HORSE BID PROTECTIONS, (C) SCHEDULING A SALE HEARING, (D) APPROVING NOTICE PROCEDURES AND (E) GRANTING OTHER RELIEF

PLEASE TAKE NOTICE that on September 20, 2020, Garrett Motion Inc., on behalf of itself and certain of its affiliated debtors and debtors-in-possession (collectively, the “Debtors”), filed the *Debtors’ Motion for One or More Orders (A) Authorizing and Approving Bid Procedures, (B) Authorizing and Approving the Stalking Horse Bid Protections, (C) Scheduling a Sale Hearing, (D) Authorizing and Approving Assumption and Assignment Procedures, (E) Approving Notice Procedures and (F) Granting Other Relief* [Docket No. 18]

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.



(the “Motion”).² By the Motion, the Debtors sought entry of an order (the “Proposed Bid Procedures Order”), attached as Exhibit A to the Motion, at a hearing to be held before the Court on **Wednesday, October 21, 2020 at 11:00 a.m. (prevailing Eastern Time)** (the “Bid Procedures Hearing”).

PLEASE TAKE FURTHER NOTICE that since the filing of the original Proposed Bid Procedures Order, the Debtors have made changes to the Proposed Bid Procedures Order to address comments received from various stakeholders, including the Official Committee of Unsecured Creditors. The changes include, but are not limited to, the following:

- a cap on reimbursable expenses for the Stalking Horse Bidder equal to 1.0% of the starting bid, or \$21 million;
- an extension of the IOI Deadline from October 30 to November 20;
- an extension of the Bid Deadline from November 16 to December 7;
- an extension of the Auction Date from November 24 to December 18; and
- clarification that bids can take the form of sales pursuant to section 363 of the Bankruptcy Code and new money reorganization plans, in addition to sales pursuant to a chapter 11 plan.

PLEASE TAKE FURTHER NOTICE that the Debtors have determined to defer requesting approval of the Assumption and Assignment Procedures at this time and, accordingly, the undersigned counsel will not present Section E of the Motion, entitled “Assumption and Assignment Procedures” at the Bid Procedures Hearing. The Debtors intend to seek entry of an order approving the Assumption and Assignment Procedures at a later hearing date, in conjunction with a hearing to approve the Debtors’ proposed solicitation procedures, with notice to be provided to all affected parties in accordance with the applicable rules.

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

PLEASE TAKE FURTHER NOTICE that the Debtors have revised the Proposed Bid Procedures Order in accordance with the foregoing, a copy of which is attached hereto as Exhibit A. A blackline of the revised Proposed Bid Procedures Order marked against the original Proposed Bid Procedures Order is attached hereto as Exhibit B.

PLEASE TAKE FURTHER NOTICE that the undersigned counsel will present the revised Proposed Bid Procedures Order at the Bid Procedures Hearing.

PLEASE TAKE FURTHER NOTICE that copies of the Motion and the revised Proposed Bid Procedures Order may be obtained from the Court's website, <https://ecf.nysb.uscourts.gov>, for a nominal fee, or obtained free of charge by accessing the website of the Debtors' claims and noticing agent, <http://www.kccllc.net/garrettmotion>.

Dated: October 19, 2020
New York, New York

/s/ Andrew G. Dietderich
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Proposed Counsel to the Debtors

Exhibit A

Revised Proposed Bid Procedures 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 (A) AUTHORIZING AND APPROVING BID PROCEDURES,
(B) AUTHORIZING AND APPROVING THE STALKING HORSE BID
PROTECTIONS, (C) SCHEDULING A SALE HEARING,
(D) APPROVING NOTICE PROCEDURES AND (E) GRANTING OTHER RELIEF**

Upon the motion (the “Motion”)² of Garrett Motion Inc. and its affiliated debtors and debtors-in-possession (collectively, the “Debtors”), for entry of an order (this “Order”) (a) authorizing and approving the bid procedures, substantially in the form attached hereto as Exhibit 1, (the “Bid Procedures”), (b) authorizing and approving a termination payment and expense reimbursement payment (together, the “Stalking Horse Bid Protections”) to the extent payable pursuant to and on the terms set forth in the Share and Asset Purchase Agreement, dated as of September 20, 2020 (as appended to the Bid Procedures as Exhibit A, and as may be amended, modified or supplemented from time to time in accordance with the terms thereof, the “Stalking Horse Purchase Agreement”), by and among certain of the Debtors and AMP U.S. Holdings, LLC and AMP Intermediate B.V. (together with their permitted designees, successors

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² Capitalized terms not otherwise defined herein are to be given the meanings ascribed to them in the Motion or the Bid Procedures, as applicable.

and permitted assigns, the “Stalking Horse Bidder”), (c) scheduling a hearing for approval of the sale of the Acquired Assets and setting other related dates and deadlines, (d) approving the form and manner of notices of the sale of the Acquired Assets attached hereto as Exhibit 2 (the “Sale Notice”), and (f) granting other relief discussed herein; this Court having jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 157 and 1334; and venue of these Chapter 11 Cases and the Motion in this district being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this matter being a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that proper and adequate notice of the Motion and the relief requested therein has been provided in accordance with the Bankruptcy Rules and the Local Rules, and that, except as otherwise ordered herein, no other or further notice is necessary; and any objections (if any) to the Motion having been withdrawn, resolved or overruled on the merits; and a hearing on the Motion (the “Bid Procedures Hearing”) having been held to consider the relief requested in the Motion and upon the record of the hearing and all of the proceedings had before this Court; and this Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, their creditors and all other parties-in-interest; and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

THE COURT HEREBY FINDS THAT:

A. The findings and conclusions set forth herein constitute the Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. The Court has jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409 and this Court may issue a final order on the Motion consistent with Article III of the United States Constitution.

C. The Debtors' proposed notice of the Motion, the Bid Procedures, the Bid Procedures Hearing and the proposed entry of this Order is (i) appropriate and reasonably calculated to provide all interested parties with timely and proper notice, (ii) in compliance with all applicable requirements of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules and (iii) adequate and sufficient under the circumstances of these Chapter 11 Cases, and no other or further notice is required. A reasonable opportunity to object or be heard regarding the relief granted by this Order has been afforded to all interested persons and entities including, but not limited to, (i) the U.S. Trustee, (ii) the Internal Revenue Service, (iii) the United States Attorney's Office for the Southern District of New York, (iv) the Securities and Exchange Commission, (v) the Office of the Attorney General of the State of New York, (vi) counsel to JPMorgan Chase Bank, N.A., as administrative agent under the Prepetition Credit Agreement, (vii) counsel to the official committee of unsecured creditors appointed in these Chapter 11 Cases ("Committee Counsel"), (viii) counsel to Citibank, N.A., as administrative agent under the DIP credit facility, (ix) counsel to the Stalking Horse Bidder, (x) counsel to the ad hoc group of lenders under the Debtors' prepetition credit facility, (xi) counsel to the ad hoc group of bondholders, (xii) all parties requesting notice in these Chapter 11 Cases pursuant to Bankruptcy Rule 2002, and (xiii) certain parties that had previously been contacted or contacted the Debtors concerning strategic alternatives.

D. The Bid Procedures are fair, reasonable and appropriate. The Debtors have demonstrated a compelling and sound business justification for the Court to enter this Order and such compelling and sound business justification, which was set forth in the Motion and on the record at the Bid Procedures Hearing, is incorporated herein by reference and, among other things, forms the basis for the findings of fact and conclusions of law set forth herein.

E. The Debtors have demonstrated compelling and sound business justifications for incurring the administrative obligations related to the payment of the Stalking Horse Bid Protections under the circumstances, timing and procedures set forth in the Stalking Horse Purchase Agreement.

F. The Stalking Horse Bid Protections, to the extent payable under the Stalking Horse Purchase Agreement, are (i) (a) an actual and necessary cost of preserving the Debtors' estates within the meaning of section 503(b) of the Bankruptcy Code, and (b) of substantial benefit to the Debtors' estates, their creditors and all other parties in interest, because, among other things, they induced the Stalking Horse Bidder to submit a bid that will serve as a minimum or floor bid for the Acquired Assets, (ii) the product of good faith and arm's-length negotiations among the Debtors and the Stalking Horse Bidder, (iii) reasonable and appropriate in light of the size and nature of the proposed sale and the efforts that have been and will be expended by the Stalking Horse Bidder and (iv) necessary to induce the Stalking Horse Bidder to enter into the Stalking Horse Purchase Agreement and to continue to pursue the sale of the Acquired Assets.

G. The Sale Notice, substantially in the form attached hereto as Exhibit 2, is reasonably calculated to provide all interested parties with timely and proper notice of the proposed sale including: (i) the date, time and place of the Auction (if one is held), (ii) the

Bidding Procedures and certain dates and deadlines related thereto, (iii) the objection deadline for the sale and the date, time and place of the Sale Hearing, (iv) reasonably specific identification of the assets subject to the proposed sale, (v) instructions for promptly obtaining a copy of the Stalking Horse Purchase Agreement, (vi) representations describing the proposed sale as being free and clear of liens, claims, interests and other encumbrances, pursuant to sections 363, 1123, and/or 1141(c), as applicable, of the Bankruptcy Code, with all such liens, claims, interests and other encumbrances attaching with the same validity and priority to the sale proceeds and (vii) the commitment by the Stalking Horse Bidder to assume certain liabilities of the Debtors solely to the extent set forth in the Stalking Horse Purchase Agreement. No other or further notice of the proposed sale shall be required.

H. The Bid Procedures comply with the requirements of Local Rule 6004-1.

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. Objections. All objections to the Motion solely as it relates to the relief granted by this Order that have not been adjourned, withdrawn or resolved are overruled in all respects on the merits.
3. Bid Procedures. The Bid Procedures, attached hereto as Exhibit 1, are approved and fully incorporated into this Order. The Debtors are authorized, but not directed, to take any and all actions necessary or appropriate to implement the Bid Procedures, including to solicit, qualify and accept bids in conformity with the Bid Procedures, to exclude late bids or bids that do not comply with the Bid Procedures, and otherwise to act in accordance therewith. The failure to specifically include a reference to any particular provision of the Bid Procedures in this Order will not diminish or impair the effectiveness of such provision. The Bid Procedures

shall govern the submission, receipt and analysis of all bids, and any party desiring to submit a higher or better offer shall do so strictly in accordance with the terms of this Order and the Bid Procedures.

4. Bid Deadlines. Indications of Interest must be received by **12:00 p.m. (prevailing Eastern Time) on November 20, 2020**, (the “IOI Deadline”) and Required Bid Documents (as well as the Good Faith Deposit (as defined in the Bid Procedures) and all other documentation required under the Bid Procedures for Qualified Bidders, as applicable) must be received by **12:00 p.m. (prevailing Eastern Time) on December 7, 2020** (the “Bid Deadline”); provided that the Debtors, in consultation with the Consulting Professionals, may extend the IOI Deadline or waive the requirement of an Indication of Interest with respect to one or more Potential Bidders upon request or the Bid Deadline without further order of the Court. If the Debtors extend the IOI Deadline or the Bid Deadline, or establish a different Bid Deadline, the Debtors will promptly notify all Potential Bidders of such revised deadline and file a notice of such revised deadline on this Court’s docket. A bidder will be deemed a “Qualified Bidder” and a bid will constitute a “Qualified Bid” only if the Debtors, in consultation with the Consulting Professionals, confirm that the bid includes all of the Required Bid Documents and meets all of the other requirements of the Bid Procedures, each as may be reasonably modified or waived by the Debtors, in consultation with the Consulting Professionals. The Stalking Horse Bidder is a Qualified Bidder, and the Stalking Horse Purchase Agreement is a Qualified Bid.

5. Auction. In the event that the Debtors timely receive two or more Qualified Bids with respect to the Acquired Assets, the Debtors shall conduct an auction (the “Auction”) with respect to the Acquired Assets on one or more Auction Dates. The Auction shall be in accordance with the Bid Procedures and upon notice to all Qualified Bidders who

have submitted Qualified Bids. If an Auction is conducted, each Qualified Bidder participating in the Auction shall be required to confirm that it has not engaged in any collusion with respect to the bidding process or the sale. This Court will not consider bids made after the Auction has closed. The Auction, if held, shall be conducted at the offices of Sullivan & Cromwell LLP located at 125 Broad Street, New York, New York (or, if the Debtors so determine, virtually), at a time no later than **December 18, 2020**, which date and time (the "Auction Date") shall be timely communicated to all Consulting Professionals and Qualified Bidders entitled to attend the applicable Auction, and notice of such Auction Date shall be filed on this Court's docket. Each Qualified Bidder participating in the Auction shall appear in person, virtually or telephonically at the Auction or through a duly authorized representative. All persons or entities that participate in the bidding process or the Auction shall be deemed to have knowingly and voluntarily submitted to the exclusive jurisdiction of this Court with respect to all matters related to the Bid Procedures and the Auction.

6. Cancellation of Auction. If the Debtors do not receive any Qualified Bids on or prior to the Bid Deadline with respect to any Acquired Assets, other than from the Stalking Horse Bidder, the Debtors are authorized to cancel the Auction and seek approval at the Sale Hearing of the sale of the Acquired Assets to the Stalking Horse Bidder, in accordance with the terms of the Stalking Horse Purchase Agreement. The Debtors shall file a notice of such cancellation of the Auction on this Court's docket.

7. Credit Bid. Any Qualified Bidder who has a valid and perfected lien on any Acquired Assets and the right under applicable non-bankruptcy law to credit bid claims secured by such liens shall be entitled to credit bid some or all of their claims at the Auction pursuant to section 363(k) of the Bankruptcy Code only in accordance with the Bid Procedures.

Any credit bid that fails to comply with the Bid Procedures is hereby excluded for cause absent further order of the Court.

8. Stalking Horse Bid Protections. The Stalking Horse Bid Protections are approved in their entirety. To the extent due under the Stalking Horse Purchase Agreement, the Debtors are authorized to pay the Stalking Horse Bidder a cash break-up fee equal to \$63 million and reimburse the Stalking Horse Bidder's reasonable and documented out-of-pocket expenses in an amount up to \$21 million. The Stalking Horse Bid Protections, to the extent due under the Stalking Horse Purchase Agreement, shall (i) constitute an allowed administrative expense claim under sections 503(b) and 507(a)(2) of the Bankruptcy Code, without superpriority (notwithstanding any provision of the Stalking Horse Purchase Agreement to the contrary), and (ii) be payable under the terms and conditions of the Stalking Horse Purchase Agreement and this Order without any further order of this Court. No Interested Party or Potential Bidder, other than the Stalking Horse Bidder, shall be entitled to any expense reimbursement, break-up fee, termination fee or other similar fee or payment in connection with the sale or any other form of bid protections. No Interested Party or Potential Bidder, in such capacity, shall be a beneficiary of or have a right to enforce the Bid Procedures or this Order, except, in each case, as the Debtors may agree in writing.

9. Sale Hearing. The Debtors will seek entry of an order authorizing and approving, among other things, the sale of the Acquired Assets at the Sale Hearing which may, at the Debtors' election with consent of the Successful Bidder, be held together with the confirmation hearing before the Court to be held on one or more dates and at such times to be determined by the Debtors and subject to the Court's availability; provided, however, that the Sale Hearing may be continued, accelerated or adjourned by the Debtors, in consultation with the

Consulting Professionals, by an announcement at a hearing before this Court or by filing a notice on this Court's docket.

10. Sale Objections. Objections to the sale of the Acquired Assets shall (a) be in writing, (b) state, with specificity, the legal and factual bases thereof, (c) be filed with the Court by no later than seven days prior to the applicable Sale Hearing at **4:00 p.m. (prevailing Eastern Time)** (the "Sale Objection Deadline") and (d) be served upon each of the following: (i) the Honorable Michael E. Wiles, United States Bankruptcy Judge; (ii) the Debtors; (iii) proposed counsel to the Debtors, Sullivan & Cromwell LLP, 125 Broad Street, New York, New York 10004, Attn: Noam R. Weiss; (iv) counsel to JPMorgan Chase Bank, N.A., as administrative agent under the Prepetition Credit Agreement, 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); (v) counsel to Committee Counsel, White & Case LLP, 1221 Avenue of the Americas, New York, NY 10020, Attn: Brian Pfeiffer (brian.pfeiffer@whitecase.com); (vi) the Office of the United States Trustee for the Southern District of New York; (vii) 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); (viii) counsel to the Stalking Horse Bidder, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, NY 10017, Attn: Brian M. Resnick (brian.resnick@davisplk.com) and Joshua Y. Sturm (joshua.sturm@davispolk.com); (ix) 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); (x) 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); and (xi) all parties requesting notice in these Chapter 11 Cases pursuant to Bankruptcy Rule 2002 (collectively, the “Objection Notice Parties”) so as to be actually received no later than the Sale Objection Deadline. The Debtors are authorized to extend the Sale Objection Deadline one or more times without further notice.

11. Noticing Procedures. The noticing procedures as set forth in this Order, and the Motion, including the form of Sale Notice attached hereto as Exhibit 2, are hereby approved. Within five days after entry of this Order, or as soon as reasonably practicable thereafter, the Debtors shall serve the Sale Notice by first-class mail upon the Sale Notice Parties. On or about the same date, the Debtors shall publish the Sale Notice on the case information website (located at <http://www.kccllc.net/garrettmotion>). Service of the Sale Notice on the Sale Notice Parties and publication thereof in the manner described in this Order constitutes good and sufficient notice of the Auction, the Sale Hearing, the Debtors’ proposed sale of the Acquired Assets free and clear of liens, claims, interests and encumbrances, pursuant to sections 363 and/or 1123 of the Bankruptcy Code, as applicable. No other or further notice is required.

12. Other Relief Granted. The Debtors are authorized and empowered to execute and deliver such documents, and to take and perform all actions necessary to implement and effectuate the relief granted in this Order. References in this Order to the Bid Procedures include such modifications that may be made to the Bid Procedures from time to time by the

Debtors in accordance with section 12 thereof. The Good Faith Deposits of each bidder, and any other amounts deposited into escrow pursuant to the applicable purchase agreement, shall be held in escrow and shall not become property of the Debtors' bankruptcy estates unless the Good Faith Deposit or other escrow amount is otherwise due and payable to the Debtors in accordance with the applicable purchase agreement. The Debtors are authorized to enter into an escrow agreement with each other bidder (if any), and when executed by the Debtors, such escrow agreements (if any) shall be binding and enforceable against the Debtors and their estates in all respects, and the Debtors are authorized, but not directed, to perform any obligations thereunder.

13. In the event there is a conflict between this Order and the Motion, this Order shall control and govern.

14. This Order shall be binding in all respects upon any trustees, examiners, "responsible persons" or other fiduciaries appointed in the Chapter 11 Cases or upon a conversion to chapter 7 under the Bankruptcy Code.

15. The Stalking Horse Bidder has standing to enforce the terms of this Order.

16. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

17. The requirements set forth in Local Rule 9013-1(a) are satisfied.

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

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

20. This Order is immediately effective and enforceable, notwithstanding the possible applicability of Bankruptcy Rule 6004(h) or otherwise. This Court shall retain jurisdiction with respect to any matters, claims, rights or disputes arising from or related to the Motion or the implementation of this Order.

Dated: _____, 2020
New York, New York

The Honorable Michael E. Wiles
United States Bankruptcy Judge

EXHIBIT 1

Bid Procedures

**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	

BID PROCEDURES

On September 20, 2020 the above-captioned debtors-in-possession (the “Debtors”) in jointly administered chapter 11 cases (the “Chapter 11 Cases”) currently pending in the United States Bankruptcy Court for the Southern District of New York (the “Court”) filed a motion [Docket No. 18] (the “Bid Procedures Motion”), seeking, among other things, authorization and approval of a termination payment and expense reimbursement payment (together, the “Stalking Horse Bid Protections”) to the extent payable pursuant to and on the terms set forth in that certain Share and Asset Purchase Agreement, dated as of September 20, 2020 (as attached hereto as Exhibit A, and as may be amended, modified or supplemented from time to time in accordance with the terms thereof, the “Stalking Horse Purchase Agreement”), by and among certain of the Debtors and AMP U.S. Holdings, LLC and AMP Intermediate B.V. (together with their permitted designees, successors and permitted assigns, the “Stalking Horse Bidder”). As described in the Bid Procedures Motion, the Stalking Horse Purchase Agreement contemplates, pursuant to the terms and subject to the conditions and purchase price adjustments contained therein, the sale of all or substantially all of Debtors’ assets (collectively, the “Acquired Assets”) to the Stalking Horse Bidder for aggregate consideration of \$2.1 billion plus the assumption of the Assumed Liabilities.

On [•], 2020, the Court entered the “*Order (A) Authorizing and Approving Bid Procedures, (B) Authorizing and Approving the Stalking Horse Bid Protections, (C) Scheduling a Sale Hearing, (D) Approving Notice Procedures and (E) Granting Other Relief*” [Docket No. [•]] (the “Bid Procedures Order”), which, among other things, approved the bidding procedures set forth below (the “Bid Procedures”) governing the submission of competing proposals to purchase the Acquired Assets pursuant to sections 363 and/or 1123 of the Bankruptcy Code. The sale of the Acquired Assets will be implemented either through a chapter 11 plan or a sale pursuant to section 363 of the Bankruptcy Code, in either case pursuant to the terms and conditions of the Bid Procedures Order, subject to the Debtors’ selection in their reasonable

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discretion, of a higher or otherwise better bid as the Successful Bid in accordance with these Bid Procedures and the Bid Procedures Order.

The Debtors are offering investors the opportunity to purchase the Acquired Assets either (i) pursuant to the terms and conditions of the Debtors' proposed chapter 11 plan (the "Plan") and section 1123 of the Bankruptcy Code, (ii) pursuant to a sale under section 363 of the Bankruptcy Code or (iii) pursuant to any alternative chapter 11 plan, including a chapter 11 plan involving a new money equity issuance rather than a sale. Any interested bidder should contact, as soon as practical, the Debtors' proposed investment bankers, Morgan Stanley & Co. LLC ("MS&Co") at the following addresses: Regina Savage (Regina.Savage@morganstanley.com); Christopher Lee (Christopher.R.Lee@morganstanley.com); or Kristin Zimmerman (Kristin.Zimmerman@morganstanley.com).

These Bid Procedures describe, among other things, (i) certain requirements for bidders who wish to receive confidential information about the Debtors for purposes of submitting bids, (ii) the manner in which bidders and bids may become qualified to participate in the Auction (as defined below), (iii) procedures for conduct of the sale process and a competitive auction, if necessary, (iv) procedures for the selection of one or more winning bidders and alternate bidders and (v) procedures for Court approval of the sale.

1. Participation Requirements

(a) Interested Parties

Unless otherwise ordered by the Court for cause shown or otherwise provided in the Bid Procedures, the Debtors may require any person or entity (other than the Stalking Horse Bidder) interested in participating in the sale process (an "Interested Party") to deliver the following documents (the "IOI Documents") to MS&Co:

- (i) a statement and other factual support demonstrating, to the Debtors' satisfaction, that the Interested Party has a *bona fide* interest in purchasing any or all of the Acquired Assets and is likely to be able to submit a Qualified Bid (as defined below) by the Bid Deadline (as defined below);
- (ii) a description of any connections between (A) the Interested Party and its affiliates and related persons and (B) the Debtors and their primary creditors as identified by the Debtors;
- (iii) the most current audited and unaudited financial statements of the Interested Party or any equity holder or sponsor of the Interested Party that will be responsible to the Debtors for the Interested Party's obligations in connection with the bidding process; and
- (iv) such other information as the Debtors may determine to be appropriate to assess whether the Interested Party is an appropriate recipient of confidential information of the Debtors.

(b) Due Diligence

An Interested Party shall become a potential bidder (a "Potential Bidder") entitled to access information from the confidential electronic data room established by the Debtors concerning the sale of the Acquired Assets (the "Data Room") when so notified by the Debtors, in consultation with the Consulting Professionals (as defined below), and upon executing a customary confidentiality agreement in a form satisfactory to the Debtors. Potential Bidders also may address additional due diligence requests to MS&Co, who will coordinate all such requests for additional information with the Debtors (or their advisors) and post new information to the Data Room from time to time. All such new information provided to Potential Bidders will also be made available to the Stalking Horse Bidder to the extent not previously provided. No Interested Party, Potential Bidder or Qualified Bidder (as defined below) shall communicate with any of the Debtors' suppliers, distributors, brokers or customers with respect to any potential bid or transaction absent the prior written consent of the Debtors; provided that if such consent is given, a representative of the Debtors shall be present for or party to any such communications (unless otherwise agreed by the Debtors in their sole discretion); provided further that Pension Benefit Guaranty Corporation ("PBGC") may communicate with Potential Bidders for due diligence inquiries regarding the Garrett Motion Retirement Earnings Plan (the "Pension Plan"), so long as a representative of the Debtors is present for or party to any such communications.

The Debtors may withhold or limit access by any Potential Bidder to the Data Room, in consultation with the Consulting Professionals (as defined below), or other due diligence materials at any time and for any reason, including, without limitation, if (i) the Potential Bidder does not become, or the Debtors determine that the Potential Bidder is not likely to become, a Qualified Bidder, (ii) the Potential Bidder violates the terms of its confidentiality agreement, (iii) the Debtors become aware that the information set forth in the IOI Documents is inaccurate or misleading or become aware of any other reason to doubt such Potential Bidder's ability to close its contemplated transaction, or (iv) the bidding process is terminated in accordance with its terms. For any Potential Bidder who is a competitor of the Debtors, a customer of the Debtors or is otherwise affiliated in some manner with the Debtors, the Debtors reserve the right to withhold, or to delay providing, any diligence materials that the Debtors determine are business-sensitive or otherwise inappropriate for disclosure to such Potential Bidder at such time. After the Bid Deadline, the Debtors shall have no obligation to furnish any additional due diligence to any Potential Bidder and all access to the Data Room or other diligence materials shall cease.

Each Potential Bidder will comply with all reasonable requests by the Debtors for additional information and due diligence access by the Debtors or their advisors regarding such Potential Bidder and its contemplated transaction. Notwithstanding the above, neither the Debtors nor any of their representatives shall be obligated to furnish any information of any kind whatsoever relating to the Acquired Assets (i) to any person or entity who (a) is not a Potential Bidder and (b) does not comply with the participation requirements set forth above.

(c) Consulting Professionals

The Debtors shall promptly notify the firms serving as lead legal counsel and financial advisor to (i) JPMorgan Chase Bank, N.A., as administrative agent (the "Prepetition

Agent”) for the lenders under the Credit Agreement, dated as of September 27, 2018 (as amended, restated or otherwise modified from time to time, the “Prepetition Credit Agreement”), by and among Garrett Motion Inc., Garrett LX III S.à r.l., Garrett Borrowing LLC, Garrett Motion Sàrl (f/k/a Honeywell Technologies Sàrl), the Lenders and Issuing Banks party thereto and JPMorgan Chase Bank, N.A.; (ii) Deutsche Trustee Company Limited, as trustee, and Deutsche Bank AG, London Branch as security agent, or any successor trustee or security agent, under the Indenture, dated as of September 27, 2018 (as amended, restated or otherwise modified from time to time, the “Indenture”), by and among Garrett Motion Inc., Garrett LX I S.à r.l., Garrett Borrowing LLC, the guarantors named therein, Deutsche Trustee Company Limited, Deutsche Bank AG, and Deutsche Bank Luxembourg S.A; (iii) the official committee of unsecured creditors appointed in these Chapter 11 Cases (the “Committee”); (iv) Citibank, N.A., as administrative agent under the DIP credit facility; (v) the ad hoc group of lenders under the Prepetition Credit Agreement; and (vi) the ad hoc group of bondholders under the Indenture (collectively the “Consulting Professionals”), of the identity of each Potential Bidder and will provide updates and information about the participation of each Potential Bidder in the sale process as reasonably requested by the Consulting Professionals from time to time. The Consulting Professionals shall be permitted to share such information with their clients subject to, and in accordance with, applicable confidentiality agreements satisfactory to the Debtors; provided that the Debtors shall have the right to designate any such information as “professionals’ eyes only”.

2. Qualified Bids

Participation in the Auction shall be limited to those Potential Bidders who satisfy the conditions set forth in “Preliminary Indications of Interest,” “Bid Deadline” and “Bid Requirements” below and, after consultation with the Consulting Professionals, are deemed by the Debtors to be a “Qualified Bidder” with a timely “Qualified Bid”; provided that the Stalking Horse Bidder shall be deemed a Qualified Bidder and the Stalking Horse Purchase Agreement shall be deemed a Qualified Bid.

(a) Preliminary Indications of Interest

In order to be a Qualified Bidder, Potential Bidders first will be required to submit a non-binding indication of interest (an “Indication of Interest”) not later than 12:00 p.m. (prevailing Eastern Time) on November 20, 2020 (the “IOI Deadline”), to MS&Co; provided that, after consultation with the Consulting Professionals, the Debtors may extend the IOI Deadline or waive the requirement of an Indication of Interest for one or more Potential Bidders upon request, without further order of the Court. If the Debtors extend the IOI Deadline, the Debtors will promptly notify all Potential Bidders and file a notice of such extension on the Court’s docket. The Debtors will promptly provide copies of all Indications of Interest received to the Consulting Professionals.

Each Indication of Interest must include, except as the Debtors, in consultation with the Consulting Professionals, otherwise determine:

- (i) a letter outlining the Potential Bidder's offer and any conditions precedent and stating that the Potential Bidder is prepared to work in good faith to finalize a binding proposal by the Bid Deadline (as defined below);
- (ii) written evidence acceptable to the Debtors demonstrating financial wherewithal and a description of any corporate or governmental authorizations necessary to consummate the proposed transaction;
- (iii) a description of the Acquired Assets subject to the bid and form of consideration for the Acquired Assets to be purchased;
- (iv) the identification of the ultimate beneficial owners of any Potential Bidder;
- (v) a description of all remaining due diligence requirements and any material conditions to be satisfied prior to submission of a Qualified Bid;
- (vi) the identification of any person or entity who may provide debt or equity financing for the purchase and any material conditions to be satisfied in connection with such financing;
- (vii) to the extent known at the time of the Indication of Interest, any obligations related to employees of the Debtors the Potential Bidder may assume; and
- (viii) confirmation that the Potential Bidder consents to the jurisdiction of the Court and agrees to be bound by these Bid Procedures.

(b) **Bid Deadline**

In order to participate in the Auction, a Potential Bidder shall deliver the Required Bid Documents (as defined below) in electronic format so as to be received not later than 12:00 p.m. (prevailing Eastern Time) on December 7, 2020 (the "Bid Deadline"), to MS&Co; provided that, after consultation with the Consulting Professionals, the Debtors may extend the Bid Deadline without further order of the Court. Potential Bidders may submit the Required Bid Documents, and become Qualified Bidders, at any time after the IOI Deadline and prior to the Bid Deadline, as the same may be extended in accordance with this paragraph (provided such Potential Bidder has submitted an Indication of Interest on or prior to the IOI Deadline, as may be extended or waived by the Debtors in consultation with the Consulting Professionals). If the Debtors extend the Bid Deadline, the Debtors will promptly notify all Potential Bidders of such revised deadline and file a notice of such extension on the Court's docket. The Debtors will promptly provide copies of all bids received (as well as any later amendments, improvements or changes to such bids) to the Consulting Professionals. If any bids received propose to assume the liabilities associated with the Pension Plan, the Debtors will promptly provide copies of such bids (as well as any later amendments, improvements or changes to such bids) to PBGC.

(c) **Bid Requirements**

All bids should include the following, except as the Debtors otherwise determine (the “Required Bid Documents”):

- (i) a letter (i) outlining the Potential Bidder’s offer and any conditions precedent, (ii) stating that the Potential Bidder’s offer is irrevocable and binding until the selection of the Successful Bid and the Alternate Bid (each as defined below) in accordance with the terms of these Bid Procedures and (iii) stating that if such Potential Bidder is selected as the Successful Bidder (as defined below) or Alternate Bidder (as defined below), its bid shall remain irrevocable until the Debtors’ consummation of a sale with the Successful Bidder (as defined below);
- (ii) an executed share and asset purchase agreement, together with all exhibits and schedules thereto (including identification of the contracts and leases to be assumed and assigned), pursuant to which the Potential Bidder proposes to effectuate a proposed transaction at the Purchase Price (as defined below) (or in the case of the Stalking Horse Bidder, at the purchase price set forth in the Stalking Horse Purchase Agreement) (the “Transaction Documents”), which Transaction Documents must include a copy of the Stalking Horse Purchase Agreement, marked to show all changes requested by the Potential Bidder;
- (iii) written evidence of a commitment for financing or other evidence of the ability to consummate a proposed transaction at the Purchase Price (as defined below) (or in the case of the Stalking Horse Bidder, at the purchase price set forth in the Stalking Horse Purchase Agreement) satisfactory to the Debtors in their reasonable discretion, with appropriate contact information for such financing sources; and
- (iv) written evidence satisfactory to the Debtors in their reasonable discretion of authorization and approval from the Potential Bidder’s board of directors (or comparable governing body) with respect to the submission, execution, delivery, irrevocability and consummation of such bid and any Subsequent Bid(s) (as defined below), and related Transaction Documents.

In addition, a bid will be considered a Qualified Bid only if the bid:

- (i) states that the Potential Bidder offers to purchase the Acquired Assets pursuant to a transaction that is no less favorable to the Debtors’ estates than the transactions contemplated in the Stalking Horse Purchase Agreement;
- (ii) is accompanied by a cash deposit by wire transfer in the amount equal to 5% of the aggregate value of the cash and non-cash consideration of the bid (as determined by the Debtors in good faith), unless otherwise agreed to by the Debtors, in consultation with the Consulting Professionals, to be held in an escrow account to be identified and established by the Debtors

(the “Good Faith Deposit”); provided that any person or entity entitled to credit bid shall not be required to provide a deposit with respect to the portion of any bid that is a credit bid; provided further that the Stalking Horse Bidder shall be required to provide a Good Faith Deposit only to the extent set forth in the Stalking Horse Purchase Agreement;

- (iii) specifies the aggregate amount of cash or other consideration offered by the Potential Bidder (the “Purchase Price”) and allocation of such Purchase Price into a U.S. Purchase Price and a Non-U.S. Purchase Price (each as defined in the Stalking Horse Purchase Agreement), which Purchase Price must exceed the aggregate sum of the following: (i) the purchase price as defined in the Stalking Horse Purchase Agreement; (ii) the minimum bid increment of \$10 million; and (iii) the Termination Payment and Expense Reimbursement Payment payable to the Stalking Horse Bidder under the Stalking Horse Purchase Agreement (each as defined in the Stalking Horse Purchase Agreement, and together the “Stalking Horse Bid Protections”); provided that in determining the value of a bid, the Debtors will not be limited to evaluating the dollar amount of a bid, but may also consider any factors the Debtors reasonably deem relevant to the value of the bid to the estates including those factors to be considered in determining the highest or best offer set forth in “Highest or Otherwise Best Bid” below;
- (iv) provides a commitment to close as soon as practicable;
- (v) is not conditioned on unperformed due diligence, obtaining financing or any internal approval or otherwise subject to contingencies more burdensome than those in the Stalking Horse Purchase Agreement;
- (vi) identifies by legal name and jurisdiction of incorporation or formation, as applicable, the entity submitting the bid and any legal or beneficial owners thereof;
- (vii) describes all conditions to the bid including the need for any third-party approvals or consents (and the expected timing for obtaining such approvals and consents), except required Court approval (for the avoidance of doubt, the bid cannot be conditioned on unperformed due diligence, obtaining financing or any internal approval);
- (viii) identifies any person or entity providing debt or equity financing for the purchase and confirms that the bid is not subject to any financing contingencies;
- (ix) identifies by legal name, employer and title the representatives who are authorized to appear and act on behalf of the Potential Bidder;
- (x) acknowledges that the Potential Bidder will not seek any transaction, termination, topping, work or break-up fee, expense reimbursement or any similar type of payment and that it waives any substantial contribution

administrative expense claims under section 503(b) of the Bankruptcy Code related to bidding for the Acquired Assets;

- (xi) acknowledges that the Potential Bidder has not and will not engage in any collusion or price control activity, including the type of activity described in section 363(n) of the Bankruptcy Code;
- (xii) constitutes a good faith, *bona fide* offer to effectuate the proposed transaction;
- (xiii) identifies any executory contracts and unexpired leases of which the Potential Bidder seeks assignment from the Debtors and, if the bid contemplates the assumption and assignment of any contracts or leases, includes evidence of the Potential Bidder's ability to comply with section 365 of the Bankruptcy Code;
- (xiv) identifies all other liabilities the Potential Bidder will assume, if any (including any liabilities associated with the Pension Plan);
- (xv) confirms that the Potential Bidder consents to the jurisdiction of the Court and agrees to be bound by these Bid Procedures, including the willingness to serve as an Alternate Bidder, if selected as such by the Debtors, and waives any right to a jury trial in connection with any disputes relating to the Auction and the construction and enforcement of these Bid Procedures;
- (xvi) states that all necessary filings under applicable regulatory, antitrust, and other laws will be made and that payment of the fees associated therewith shall be made by the Potential Bidder; and
- (xvii) is received on or before the Bid Deadline.

A Potential Bidder will be deemed a Qualified Bidder and a bid will constitute a Qualified Bid only if the Debtors, in consultation with the Consulting Professionals, confirm that the bid includes all of the Required Bid Documents and meets all of the above requirements, each as may be reasonably modified or waived by the Debtors, in consultation with the Consulting Professionals.

Within one business day after the Bid Deadline, the Debtors will notify each Potential Bidder whether such Potential Bidder is a Qualified Bidder. All Qualified Bids will be considered, but the Debtors reserve the right to reject any and all bids, other than the Stalking Horse Purchase Agreement or a credit bid made pursuant to section 363(k) of the Bankruptcy Code, that would otherwise constitute Qualified Bids after consultation with the Consulting Professionals. If any bid is so determined by the Debtors not to be a Qualified Bid, the Debtors shall promptly instruct the escrow agent designated by the Debtors to return such bidder's Good Faith Deposit.

Between the date that the Debtors notify a Potential Bidder that it is a Qualified Bidder and the Auction, the Debtors may discuss, negotiate, or seek clarification of any Qualified Bid from a Qualified Bidder. The Debtors reserve the right to cooperate with any

Potential Bidder in advance of the Auction to cure any deficiencies in a bid that is not initially deemed to be a Qualified Bid. Without the prior written consent of the Debtors, in consultation with the Consulting Professionals, a Qualified Bidder may not modify, amend, or withdraw its Qualified Bid (except for proposed amendments to increase their purchase price, or otherwise improve the terms of, the Qualified Bid) during the period that such Qualified Bid remains binding as specified in these Bid Procedures; provided that any Qualified Bid may be improved at the Auction as set forth herein. Any improved Qualified Bid must continue to comply with the requirements for Qualified Bids set forth in these Bid Procedures.

Each bidder also shall be deemed to acknowledge and represent, by submission of its bid, that it has had an opportunity to conduct any and all due diligence regarding the Acquired Assets that are the subject of its bid prior to making any such bid; that it has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Acquired Assets in making its bid; that (other than representations and warranties contained in the purchase agreement which forms the basis of the bidder's bid) it did not rely upon any of the Debtors' or MS&Co's, or any of their respective representatives', written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express, implied, by operation of law or otherwise, regarding such Acquired Assets, or the completeness of any information provided in connection therewith by any of the Debtors or MS&Co (or any of their respective representatives); that it has not engaged in any collusion with respect to the bidding or the sale of any of the Acquired Assets described herein; and that these Bid Procedures do not create any right of bidders to enforce or rely upon them in any manner.

3. Bid Protections

Other than the Stalking Horse Bid Protections as set forth in the Stalking Horse Purchase Agreement or as separately approved by the Court, no party submitting a bid shall be entitled to a transaction, termination, topping, work or break-up fee, expense reimbursement or any similar type of payment. All substantial contribution claims by any bidder shall be deemed waived upon submission of a Qualified Bid.

4. Auction

(a) Participants and Attendees

In the event that the Debtors timely receive two or more Qualified Bids with respect to the Acquired Assets, the Debtors shall conduct an auction (the "Auction") with respect to the Acquired Assets on one or more Auction Dates. The Auction shall be in accordance with these Bid Procedures and upon notice to all Qualified Bidders who have submitted Qualified Bids. The Auction, if held, shall be conducted at the offices of Sullivan & Cromwell LLP located at 125 Broad Street, New York, New York (or, if the Debtors so determine, virtually), at a time no later than December 18, 2020, which date and time (the "Auction Date") shall be timely communicated to all Qualified Bidders entitled to attend the Auction.

Only the Debtors, the Consulting Professionals, representatives of the Office of the United States Trustee for the Southern District of New York and any Qualified Bidder that has submitted a Qualified Bid (and the legal and financial advisors to each of the foregoing) shall

be entitled to attend the Auction, along with such other persons as the Debtors may agree. No bidder other than a Qualified Bidder will be entitled to make a bid at the Auction. Each Qualified Bidder participating in the Auction must confirm that it (i) has not engaged in any collusion with respect to the bidding or the sale of any of the Acquired Assets as described herein, (ii) has reviewed, understands and accepts these Bid Procedures and any procedural rules for the conduct of the Auction described by the Debtors to the Qualified Bidders in advance of the Auction, (iii) has consented to the jurisdiction of the Court and (iv) intends to consummate its Qualified Bid if it is selected as the Successful Bid (as defined below). Each Qualified Bidder participating in the Auction shall appear in person, virtually or telephonically at the Auction or through a duly authorized representative.

(b) Auction Procedures

No later than 5:00 p.m. (prevailing Eastern Time) on the business day prior to the Auction, the Debtors will provide to all Qualified Bidders copies of the Qualified Bid or combination of Qualified Bids which the Debtors, in consultation with the Consulting Professionals, believe is the highest or otherwise best offer (the “Starting Bid”) and, if requested, will provide an explanation of how the Starting Bid is valued and a list containing the identification of all Qualified Bidders.

The Debtors may employ and announce at the Auction additional procedural rules that are reasonable under the circumstances (*e.g.*, the amount of time allotted to make Subsequent Bids (as defined below)) for conducting the Auction, which rules shall constitute an essential part of these Bid Procedures; provided that such rules are (i) not inconsistent with the order entered by the Court approving these Bid Procedures, the Bankruptcy Code, or any other order of the Court entered in connection with the Auction and (ii) disclosed to each Qualified Bidder. After consultation with the Consulting Professionals, the Debtors may establish at any time reasonable bonding or deposit requirements in connection with the Auction, and any bidder that fails to comply with such requirements shall cease to constitute a Qualified Bidder; provided that any bonding or deposit requirements may be established with respect to the Stalking Horse Bidder only to the extent set forth in the Stalking Horse Purchase Agreement.

Bidding at the Auction will begin with the Starting Bid and continue, in one or more rounds of bidding, so long as during each round at least one subsequent bid is submitted by a Qualified Bidder that the Debtors, in consultation with the Consulting Professionals, determine (i) improves upon such Qualified Bidder’s immediately prior Qualified Bid (a “Subsequent Bid”) and (ii) such Subsequent Bid or combination of Subsequent Bids is (A) for the first round, a higher or otherwise better offer than the Starting Bid, and (B) for subsequent rounds, a higher or otherwise better offer than the Leading Bid (as defined below). The Debtors, in consultation with the Consulting Professionals, may determine appropriate minimum bid increments or requirements for each round of bidding. In the event of a dispute relating to the conduct of the Auction, such dispute will be heard by the Court.

After the first round of bidding and between each subsequent round of bidding, the Debtors, in consultation with the Consulting Professionals, shall announce the bid or bids that they believe, to be the highest or otherwise best offer or combination of offers (the “Leading Bid”).

A round of bidding will conclude after each participating Qualified Bidder has had the opportunity to submit a Subsequent Bid with full knowledge and written confirmation of the Leading Bid.

For the purpose of evaluating Subsequent Bids, the Debtors may require a Qualified Bidder submitting a Subsequent Bid to submit, as part of its Subsequent Bid, additional evidence (in the form of financial disclosure or credit-quality support information or enhancement acceptable to the Debtors) demonstrating such Qualified Bidder's ability to close the proposed transaction.

The Debtors shall maintain a transcript of all bids made and announced at the Auction, including the Starting Bid, all Subsequent Bid(s), the Leading Bid(s), the Alternate Bid (as defined below) and the Successful Bid (as defined below).

If the Debtors receive no more than one Qualified Bid (including the Stalking Horse Purchase Agreement) on or prior to the Bid Deadline the Debtors will cancel the Auction and seek approval of the Stalking Horse Purchase Agreement at the Sale Hearing. The Debtors shall file a notice of such cancellation of the Auction on the Court's docket.

5. Selection of Successful Bid

The Debtors, in consultation with the Consulting Professionals, reserve the right to (i) determine which Qualified Bid (or combination thereof) is the highest or otherwise best offer as well as the appropriate criteria for this business judgment and (ii) reject at any time prior to entry of a Court order approving an offer, without liability, any bid or offer that the Debtors deem to be (A) inadequate or insufficient, (B) not a Qualified Bid or not otherwise in conformity with the requirements of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (as amended), the Rules of Bankruptcy Practice and Procedure of the United States Court for the Southern District of New York, or procedures set forth therein or herein, (C) not sufficiently supported by the Debtors' stakeholders, (D) not consistent with the orderly winding up of the affairs of the Debtors in a manner that pays or settles all administrative expenses of the Debtors' estates in full, (E) inappropriately difficult to value or compare to other bids or (F) contrary to the best interests of the Debtors and their estates. Any dispute regarding any of the matters set forth in this paragraph shall be resolved by the Court.

Prior to the conclusion of the Auction, the Debtors, in consultation with the Consulting Professionals, will: (i) review and evaluate each bid made at the Auction on the basis of financial and contractual terms and other factors relevant to the sale process, including those factors affecting the speed and certainty of consummating the transaction; (ii) identify the highest or otherwise best offer (the "Successful Bid") for the Acquired Assets subject to the Auction; (iii) identify the next highest or otherwise best offer (the "Alternate Bid") for Acquired Assets subject to the Auction; and (iv) notify all Qualified Bidders participating in the Auction, prior to its adjournment, of the identity of the party or parties that submitted the Successful Bids (the "Successful Bidder"), the amount and other material terms of the Successful Bid and the identity of the party or parties that submitted the Alternate Bid (the "Alternate Bidder"); provided, however, that the Debtors shall not identify or designate any Qualified Bid as the

Successful Bid that does not provide for payment in full in cash of all claims arising under the Prepetition Credit Agreement.

The Debtors shall file notice of the identity of the Successful Bidder and the Alternate Bidder, and the amount of the Successful Bid and the Alternate Bid, with the Court within one business day following the conclusion of the Auction and shall use reasonable efforts to obtain Court approval of the Successful Bid and Alternate Bid. The Alternate Bid shall remain open, irrevocable and binding on the Alternate Bidder until consummation of the Successful Bid with the Successful Bidder; provided that if the Stalking Horse Bidder is selected as the Alternate Bidder it shall be required to serve as the Alternate Bidder only to the extent set forth in the Stalking Horse Purchase Agreement.

For the avoidance of doubt, the Debtors shall have no obligation to consummate the transactions contemplated by a Successful Bid or Alternate Bid until entry of an order approving such Successful Bid or Alternate Bid by the Court (the “Sale Order”) in form and substance satisfactory to the Debtors in consultation with the Consulting Professionals and the Successful Bidder or Alternate Bidder, as applicable.

6. Bids by Secured Creditors

Any Qualified Bidder who has a valid and perfected lien on any assets of the Debtors’ estates and the right under applicable non-bankruptcy law to credit bid claims secured by such liens, including, for the avoidance of doubt, claims arising under the Prepetition Credit Agreement (collectively, the “Secured Parties”) shall be entitled to credit bid some or all of their claims at the Auction pursuant to section 363(k) of the Bankruptcy Code; provided that such credit bid is received by the Bid Deadline. No credit bid shall be permitted other than pursuant to a Qualified Bid by a Qualified Bidder. A credit bid shall not constitute a Qualified Bid if the bid does not (a) include a cash component sufficient to pay in full, in cash, (i) all claims for which there are valid, perfected, and unavoidable liens on any assets included in such bid that are senior in priority to those of the party seeking to credit bid (unless such senior lien holder consents to alternative treatment), (ii) all claims under the Prepetition Credit Agreement (except to the extent such claims constitute part of the credit bid) and (iii) the Stalking Horse Bid Protections, (b) comply with the terms of the priority scheme contained in the Prepetition Credit Agreement and that certain Intercreditor Agreement, dated as of September 27, 2018 (as amended, restated or otherwise modified from time to time), by and among Garrett Motion Inc., Garrett LX I S.à r.l., Garrett LX II S.à r.l., Garrett LX III S.à r.l., Garrett Motion Sàrl (f/k/a Honeywell Technologies Sàrl), Garrett Borrowing LLC, the other Debtors and Grantors party thereto (as defined therein), JPMorgan Chase Bank, N.A., Deutsche Trustee Company Limited, Deutsche Bank AG, London Branch, the Intra-Group Lenders from time to time party thereto (as defined therein), Honeywell ASASCO 2, Inc., and each additional Representative from time to time party thereto (as defined therein); and (c) comply with section 363(k) of the Bankruptcy Code. A failure of a credit bid to comply with these Bid Procedures as approved by the Court, shall constitute cause to exclude such credit bid for purposes of section 363(k) of the Bankruptcy Code.

Any dispute concerning the ability of a Secured Party to submit a credit bid shall be resolved by the Court if the Debtors and such Secured Party cannot otherwise agree. All

rights of the Secured Parties to object to the Debtors' selection of a Successful Bid or Alternate Bid, or to object to the consummation of the sale transaction represented by either such bid, are preserved, including, without limitation, any such rights under section 363(k) of the Bankruptcy Code. For the avoidance of doubt, subject to any challenge rights with respect to the claims under the Prepetition Credit Agreement, the Prepetition Agent (acting in accordance with the terms of the Prepetition Credit Agreement) shall be allowed, to the maximum extent permitted by section 363(k) of the Bankruptcy Code, to credit bid up to the full amount of all of the obligations under the Prepetition Credit Agreement.

To the extent any party submits a Qualified Bid, such party shall cease to be a Consulting Professional and the Debtors shall establish reasonable procedures to prevent such party or its representatives from being privy to confidential information concerning the bids of other Potential Bidders for so long as such party remains a Potential Bidder. Any member of the Committee that submits a Bid shall not participate in any deliberations by the Committee with regards to the transactions contemplated by these Bid Procedures as a Consulting Professional.

7. The Sale Hearing

The Debtors intend to proceed with the sale of the Acquired Assets either pursuant to the Plan or a sale pursuant to section 363 of the Bankruptcy Code and will seek entry of the Sale Order authorizing and approving, among other things, the sale of the Acquired Assets to the Successful Bidder at a hearing before the Court to be held on one or more dates and at such times to be determined by the Debtors and subject to the Court's availability (the "Sale Hearing"). If the Debtors determine to proceed with the sale of the Acquired Assets pursuant to the Plan, the Sale Order will also provide for confirmation of the Plan. The Sale Hearing may be accelerated or adjourned by the Debtors, in consultation with the Consulting Professionals, by an announcement of the accelerated or adjourned date at a hearing before the Court or by filing a notice on the Court's docket. If the Debtors do not receive any Qualified Bids (other than the Stalking Horse Purchase Agreement), the Debtors will report the same to the Court at the Sale Hearing and seek approval of the Stalking Horse Purchase Agreement. If the Debtors receive more than one Qualified Bid and an Auction is held, at the Sale Hearing, the Debtors will seek approval of the offer constituting the Successful Bid and, at the Debtors' election, the offer constituting the Alternate Bid.

The Debtors' presentation to the Court of the Successful Bid and Alternate Bid will not constitute the Debtors' acceptance of such bids, which acceptance will only occur upon approval of such bids by the Court. Following approval of a sale to a Successful Bidder and an Alternate Bidder, if a Successful Bidder fails to consummate such sale because of (a) a failure of a condition precedent beyond the control of either the Debtors or the Successful Bidder upon which occurrence the Debtors have filed a notice with the Court advising of such failure or (b) a breach or failure to perform on the part of such Successful Bidder (such bidder, the "Breaching Bidder") upon which occurrence the Debtors have filed a notice with the Court advising of such breach or failure to perform, then the Alternate Bid will be deemed to be the Successful Bid for all purposes and the Debtors will be authorized, but not directed, to effectuate the sale to the Alternate Bidder subject to the terms of the Alternate Bid without further order of the Court. If such failure to consummate the sale is the result of a breach by the Breaching Bidder of its Successful Bid or any related purchase or sale agreement, the Debtors reserve the right to seek

and pursue all available remedies against the Breaching Bidder, including retention of the Good Faith Deposit of the Breaching Bidder as liquidated damages, subject to the terms of the applicable purchase or sale agreement.

8. Highest or Otherwise Best Bid

Whenever these Bid Procedures refer to the highest or best offer or Qualified Bid, such determination shall take into account any factors the Debtors, in consultation with the Consulting Professionals, reasonably deem relevant to the value of the offer or Qualified Bid to the estates and may include, without limitation, the following: (i) the amount and nature of the consideration and the allocation of such consideration between the selling entities; (ii) any liabilities (including any liabilities associated with the Pension Plan) or employee, vendor or supplier relationships assumed and the benefits to the Debtors' estates of such assumption; (iii) the Acquired Assets the Qualified Bidder seeks to purchase and the available options for disposing of any Excluded Assets; (iv) the number, type and nature of any changes to the Stalking Horse Purchase Agreement requested by the Qualified Bidder; (v) the extent to which such modifications are likely to delay closing of the sale of the Acquired Assets and the cost to the Debtors of such modification or delay; (vi) the likelihood of the Qualified Bidder being able to close the proposed transaction and the timing thereof, including taking into account any regulatory approvals and the cost of funds for the Debtors and their stakeholders; (vii) the reputation of the Qualified Bidder; (viii) any potential "know your customer" implications; (ix) the relative complexity of any transaction and the costs of executing such transaction and any related transactions it may require in the future; (x) the milestones, covenants and events of default arising under the Debtors' debtor-in-possession financing facility and the availability and cost of any necessary modifications; (xi) to the extent a transaction settles or otherwise avoids litigation claims by or against the Debtors' estates, the estimated likelihood of recovery on such claims, the costs of pursuing claims and the benefit of avoiding unnecessary litigation, together with all other factors that may be considered by the Debtors in assessing a settlement under rule 9019 of the Federal Rules of Bankruptcy Procedure; (xii) any additional administrative or prepetition claims likely to be created by such bid in relation to other bids, including the requirement to pay the Stalking Horse Bid Protections; and (xiii) the net benefit to the Debtors' estates.

9. Return of Good Faith Deposit

The Good Faith Deposits of each Qualified Bidder will be held in escrow by the Debtors and while held in escrow will not become property of the Debtors' bankruptcy estates unless released from escrow pursuant to terms of the applicable escrow agreement, as set forth herein or pursuant to further order of the Court. The Good Faith Deposits for each Qualified Bidder (other than the Successful Bidder and the Alternate Bidder) shall be returned on the date that is four business days after the applicable Auction, or as soon as is reasonably practicable thereafter.

The Debtors will retain the Good Faith Deposits of the Successful Bidder and the Alternate Bidder until the closing of the applicable sales transaction unless otherwise ordered by the Court. At the closing contemplated by the Successful Bid, the Good Faith Deposit of the Successful Bidder shall be credited against the Purchase Price except as otherwise provided in

any agreement with respect to the sale approved by the Court. The Good Faith Deposit of the Alternate Bidder will be released by the Debtors no later than four business days after the closing of the Successful Bid (or, if the Stalking Horse Bidder is selected as the Alternate Bidder, no later than the Back-up Termination Date (as defined in the Stalking Horse Purchase Agreement)). Upon the return of the Good Faith Deposits, their respective owners will receive any and all interest that has accrued thereon; provided that the Debtors shall not have any obligation to return the Good Faith Deposit deposited by a Breaching Bidder if the failure to consummate a sale is the result of a breach by such Breaching Bidder, which amount shall be paid to the Debtors by the escrow agent as liquidated damages, in addition to any and all rights, remedies or causes of action that may be available to the Debtors.

10. As Is, Where Is

The sale of Acquired Assets pursuant to these Bid Procedures shall be on an “as is, where is” basis and without representations or warranties of any kind, nature or description by the Debtors, their agents or their estates except as provided in any agreement with respect to the sale approved by the Court.

11. Free and Clear of Any and All Interests

Except as provided in any agreement with respect to the sale approved by the Court, upon entry of the Sale Order, all of the Debtors’ right, title and interest in and to the Acquired Assets subject thereto shall be sold free and clear of any pledges, liens, security interests, encumbrances, claims, charges, options and interests thereon (collectively, the “Interests”) to the maximum extent permitted by sections 363, 1123 and/or 1141 of the Bankruptcy Code, as applicable, with such Interests to attach to the net proceeds of the sale with the same validity and priority as such Interests applied against the Acquired Assets purchased pursuant to these procedures.

12. Reservation of Rights; Fiduciary Duties

The Debtors, in consultation with the Consulting Professionals, reserve their rights to change or extend the deadlines set forth in these Bid Procedures, modify bidding increments, adjourn or cancel the Auction, withdraw from the Auction any or all of the Acquired Assets at any time prior to or during the Auction, cancel the sale process or Auction or, if the Debtors determine that it will better promote the goals of the bidding process and discharge the Debtors’ fiduciary duties and not be inconsistent in any material respect with any Court order, modify these Bid Procedures or impose, at or prior to the Auction, additional customary terms and conditions on the sale of the Acquired Assets. The Debtors, in consultation with the Consulting Professionals, also reserve their rights, to pursue an alternative transaction to be consummated through an alternative chapter 11 plan, whether as part of a sale of the Acquired Assets or otherwise, and to make any modifications to these Bid Procedures necessary to facilitate the consummation of such an alternative transaction. The Debtors, in consultation with the Consulting Professionals, also reserve their rights to accelerate or adjourn the Sale Hearing by an announcement of the adjourned date at a hearing before the Court or by filing a notice on the Court’s docket.

Notwithstanding anything to the contrary contained herein, nothing in these Bid Procedures will prevent the Debtors from exercising their respective fiduciary duties under applicable law.

EXHIBIT A

Stalking Horse Purchase Agreement

EXHIBIT 2

Sale Notice

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

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In re	:	Chapter 11
	:	
GARRETT MOTION INC., <i>et al.</i> , ¹	:	Case No. 20-12212 (MEW)
	:	
Debtors.	:	Jointly Administered
	:	
	:	
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NOTICE OF (I) SOLICITATION OF BIDS, (II) PROPOSED SALE OF DEBTORS’ ASSETS FREE AND CLEAR OF ALL CLAIMS AND INTERESTS, (III) AUCTION AND SALE HEARING AND (IV) RELATED RELIEF AND DATES

PLEASE TAKE NOTICE that on September 20, 2020, Garrett Motion Inc. (“Garrett Motion”) and certain of its affiliated debtors and debtors-in-possession (together with Garrett Motion, the “Debtors”) each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of New York (the “Court”).

PLEASE TAKE FURTHER NOTICE that the Debtors have executed a Share and Asset Purchase Agreement dated as of September 20, 2020, by and among certain of the Debtors and AMP U.S. Holdings, LLC and AMP Intermediate B.V. (together, the “Stalking Horse Bidder”) for the purchase of the Acquired Assets (the “Stalking Horse Purchase Agreement”). The Stalking Horse Purchase Agreement is subject to higher or otherwise better offers submitted in accordance with the terms and provisions of the Bid Procedures.

PLEASE TAKE FURTHER NOTICE that on September 20, 2020, the Debtors filed the *Debtors’ Motion for One or More Orders (A) Authorizing and Approving Bid Procedures, (B) Authorizing and Approving the Stalking Horse Bid Protections, (C) Scheduling a Sale Hearing, (D) Authorizing and Approving Assumption and Assignment Procedures,*² *(E) Approving Notice Procedures and (F) Granting Other Relief* (the “Motion”) ³ with the Court seeking entry of orders,

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.

² A revised proposed order was filed with respect to the Motion on October [19], 2020 which deferred seeking approval of the relief sought in the Motion with respect to the proposed Assumption and Assignment Procedures from the Bid Procedures Order (as defined below).

³ All capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Motion.

among other things, (i) scheduling an auction (the “Auction”) for, and a hearing to approve, the sale of substantially all of the Debtors’ assets (the “Acquired Assets”) free and clear of liens, claims, interests and encumbrances and (ii) authorizing the assumption and assignment of executory contracts and unexpired leases.

PLEASE TAKE FURTHER NOTICE that on _____, 2020, the Court entered an order (the “Bid Procedures Order”) approving certain Bid Procedures (the “Bid Procedures”) attached as Exhibit 1 to the Bid Procedures Order, which establish the key dates and times related to the Sale and the Auction. All interested bidders should carefully read the Bid Procedures Order and the Bid Procedures in their entirety.⁴

CONTACT PERSONS FOR PARTIES INTERESTED IN SUBMITTING A BID

The Bid Procedures set forth requirements for submitting a Qualified Bid (as defined below), and any person interested in making an offer to purchase the Acquired Assets must comply strictly with the Bid Procedures. Only Qualified Bids will be considered by the Debtors, in accordance with the Bid Procedures.

Any interested bidder should contact, as soon as practical:

Morgan Stanley & Co. LLC

Attn:

Regina Savage

Managing Director

(312) 706-4442

Regina.Savage@morganstanley.com

Christopher Lee

Managing Director

(212) 761-7606

Christopher.R.Lee@morganstanley.com

Kristin Zimmerman

Managing Director

(212) 761-4473

Kirstin.Zimmerman@morganstanley.com

IMPORTANT DATES AND DEADLINES⁵

1. **Bid Deadlines.** Potential Bidders must submit a non-binding indication of interest (a “Preliminary Bid”) not later than **12:00 p.m. (prevailing Eastern Time) on November**

⁴ To the extent of any inconsistencies between the Bid Procedures and the summary descriptions of the Bid Procedures in this notice, the Bid Procedures shall control in all respects.

⁵ The following dates and deadlines may be extended by the Debtors or the Court pursuant to the terms of the Bid Procedures and the Bid Procedures Order.

20, 2020 (the “IOI Deadline”). In order to participate in the Auction, a Potential Bidder shall deliver the Required Bid Documents in electronic format so as to be received not later than **12:00 p.m. (prevailing Eastern Time) on December 7, 2020** (the “Bid Deadline”), to Morgan Stanley & Co. LLC; provided that, at any time following the IOI Deadline and after consultation with the Consulting Professionals, the Debtors may, in their reasonable business judgment and upon reasonable notice to the Potential Bidders, establish a different Bid Deadline without further order of the Court; and provided, further, that, after consultation with the Consulting Professionals, the Debtors may extend the IOI Deadline for one or more Potential Bidders upon request and the Bid Deadline without further order of the Court. If the Debtors extend the IOI Deadline or the Bid Deadline, or establish a different Bid Deadline, the Debtors will promptly notify all Potential Bidders of such revised deadline and file a notice of such extension on the Court’s docket. A bidder will be deemed a “Qualified Bidder” and a bid will constitute a “Qualified Bid” only if the Debtors confirm that the bid includes all of the Required Bid Documents and meets all of the other requirements of the Bid Procedures, each as may be reasonably modified or waived by the Debtors, in consultation with the Consulting Professionals. The Stalking Horse Bidder is a Qualified Bidder, and the Stalking Horse Purchase Agreement is a Qualified Bid.

2. **Auction.** In the event the Debtors timely receive, two or more Qualified Bids, the Debtors are authorized to conduct the Auction in accordance with the Bid Procedures. If the Auction is conducted, each Qualified Bidder participating in the Auction shall be required to confirm that it has not engaged in any collusion with respect to the bidding process or the sale. The Court will not consider bids made after the Auction has closed. The Auction shall be in accordance with the Bid Procedures and upon notice to all Qualified Bidders who have submitted Qualified Bids. The Auction, if held, shall be conducted at the offices of Sullivan & Cromwell LLP located at 125 Broad Street, New York, New York (or, if the Debtors so determine, virtually), at a time no later than **December 18, 2020**, which date and time shall be timely communicated to all Qualified Bidders entitled to attend the Auction. Each Qualified Bidder participating in the Auction shall appear in person, virtually or telephonically at the Auction or through a duly authorized representative. If the Debtors do not receive any Qualified Bids on or prior to the Bid Deadline with respect to any Acquired Assets, other than the Stalking Horse Purchase Agreement, the Debtors are authorized to cancel the Auction and seek approval at the Sale Hearing of the sale of the Acquired Assets to the Stalking Horse Bidder, in accordance with the terms of the Stalking Horse Purchase Agreement. The Debtors shall file notices of the Auction Date, any modifications thereto and any cancellation of the Auction, as applicable, on the Court’s docket.
3. **Sale Hearing.** The Debtors intend to proceed with the sale of the Acquired Assets either pursuant to a plan of reorganization (the “Plan”) or a sale pursuant to section 363 of the Bankruptcy Code and will seek entry of an order authorizing and approving, among other things, the sale of the Acquired Assets (the “Sale Order”) at a hearing before the Court to be held on _____, 2020 at _____ .m. (**prevailing Eastern Time**), or such other date and time as determined by the Debtors (the “Sale Hearing”). If the Debtors determine to proceed with the sale of the Acquired Assets pursuant to the Plan, the Sale Order will also provide for confirmation of the Plan. The Sale Hearing may be

accelerated or adjourned by the Debtors by an announcement of the adjourned date at a hearing before the Court or by filing a notice on the Court's docket. If the Debtors do not receive any Qualified Bids (other than the Stalking Horse Purchase Agreement), the Debtors will report the same to the Court at the Sale Hearing and seek approval of the Stalking Horse Purchase Agreement. If the Debtors receive more than one Qualified Bid and an Auction is held, at the Sale Hearing, the Debtors will seek approval of the offer constituting the Successful Bid and, at the Debtors' election, the offer or offers constituting the Alternate Bid.

4. **Sale Objection Deadline.** Responses or objections (the "Objections") to the proposed sale of the Acquired Assets must be filed and served not less than seven days before the date set for the Sale Hearing (the "Sale Objection Deadline") on the Objection Notice Parties (as defined below). The Debtors may extend the Sale Objection Deadline one or more times without further notice.

PLEASE TAKE FURTHER NOTICE that the Debtors reserve the right to, in their reasonable business judgment, modify the Bid Procedures at any time, including, without limitation, to extend deadlines and proposed dates set forth therein, including accelerating or extending the Bid Deadline, modifying the dates of the Auction, and adjourning and/or rescheduling the Sale Hearing. This Notice is subject to the fuller terms and conditions set forth in the Bid Procedures Order and the Bid Procedures.

PLEASE TAKE FURTHER NOTICE that the Acquired Assets are to be sold free and clear of any and all liens, claims, encumbrances and other interests pursuant to section 1123 of the Bankruptcy Code.

PLEASE TAKE FURTHER NOTICE that due to the COVID-19 pandemic and in accordance with the Court's General Order M-543, dated March 20, 2020, the Sale Hearing will only be conducted telephonically. Parties should not appear in person and those wishing to participate in the Sale Hearing must make arrangements through Court Solutions LLC. Instructions to register for Court Solutions LLC are attached to the Court's General Order M-543, a copy of which is attached hereto as Exhibit A.

PLEASE TAKE FURTHER NOTICE that Objections, if any, to the sale of the Acquired Assets shall (a) be in writing, (b) state, with specificity, the legal and factual bases thereof, (c) be filed with the Court by no later than the Sale Objection Deadline at **4:00 p.m. (prevailing Eastern Time)** and (d) comply with the terms of the Bankruptcy Rules, Local Rules and General Order M-399, and be served upon each of the following: (i) the Honorable Michael E. Wiles, United States Bankruptcy Judge; (ii) the Debtors; (iii) proposed counsel to the Debtors, Sullivan & Cromwell LLP, 125 Broad Street, New York, New York 10004, Attn: Noam R. Weiss; (iv) counsel to JPMorgan Chase Bank, N.A., as administrative agent under the Prepetition Credit Agreement, 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); (v) 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);

(vi) counsel to the Stalking Horse Bidder, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, NY 10017, Attn: Brian M. Resnick (brian.resnick@davisplk.com) and Joshua Y. Sturm (joshua.sturm@davispolk.com); (vii) counsel to the ad hoc group of lenders under the Prepetition Credit Agreement, 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), (viii) 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); (ix) counsel to the official committee of unsecured creditors appointed in these Chapter 11 Cases, White & Case LLP, 1221 Avenue of the Americas, New York, NY 10020, Attn: Brian Pfeiffer (brian.pfeiffer@whitecase.com); (x) the U.S. Trustee; and (xi) all parties requesting notice in these Chapter 11 Cases pursuant to Bankruptcy Rule 2002 (collectively, the “Objection Notice Parties”) so as to be actually received no later than the Sale Objection Deadline.

PLEASE TAKE FURTHER NOTICE that only those Objections that are timely filed, served and received will be considered at the Sale Hearing. **Any party failing to timely file and serve an Objection on or before the Sale Objection Deadline in accordance with this Notice shall be forever barred from asserting any objection to the Motion, including with respect to the sale of the Debtors’ assets free and clear of all liens, claims, encumbrances and other interests.**

PLEASE TAKE FURTHER NOTICE that this Notice is subject to the fuller terms and conditions of the Motion and the Bid Procedures Order, with such Bid Procedures Order controlling in the event of any conflict, and the Debtors encourage parties-in-interest to review such documents in their entirety. Copies of the Motion, the Bid Procedures and the Bid Procedures Order, as well as all related exhibits, including all other documents filed with the Court, are available (i) from the website of the Debtors’ proposed claims and noticing agent, Kurtzman Carson Consultants (“KCC”), at <http://www.kccllc.net/garrettmotion> and (ii) on the Court’s electronic docket for the Chapter 11 Cases at <https://ecf.nysb.uscourts.gov/> (a PACER login and password are required and can be obtained through the PACER Service Center at www.pacer.psc.uscourts.gov). In addition, copies of the Motion may be requested from KCC at (866) 812-2297 (U.S./Canada), (781) 575-4050 (International) or +800 3742 6170 (International Toll Free).

Dated: __, 2020
New York, New York

Andrew G. Dietderich
Brian G. Glueckstein
Benjamin S. Beller
Noam R. Weiss
SULLIVAN & CROMWELL LLP
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bellerb@sullcrom.com
weissn@sullcrom.com

Proposed Counsel to the Debtors

Exhibit A

General Order M-543

Exhibit B

Blackline

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

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In re	:	Chapter 11
	:	
GARRETT MOTION INC., <i>et al.</i> , ¹	:	Case No. _____ <u>(20)20-12212</u>
	:	<u>(MEW)</u>
	:	
Debtors.	:	Jointly Administered
	:	
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ORDER (A) AUTHORIZING AND APPROVING BID PROCEDURES, (B) AUTHORIZING AND APPROVING THE STALKING HORSE BID PROTECTIONS, (C) SCHEDULING A SALE HEARING, ~~(D) AUTHORIZING AND APPROVING ASSUMPTION AND ASSIGNMENT PROCEDURES, ~~(E)(D) APPROVING NOTICE PROCEDURES AND ~~(F)~~ GRANTING OTHER RELIEF~~~~

Upon the motion (the “Motion”)² of Garrett Motion Inc. and its affiliated debtors and debtors-in-possession (collectively, the “Debtors”), for entry of an order (this “Order”) (a) authorizing and approving the bid procedures, substantially in the form attached hereto as Exhibit 1, (the “Bid Procedures”), (b) authorizing and approving a termination payment and expense reimbursement payment (together, the “Stalking Horse Bid Protections”) to the extent payable pursuant to and on the terms set forth in the Share and Asset Purchase Agreement, dated as of September 20, 2020 (as appended to the Bid Procedures as Exhibit A, and as may be amended, modified or supplemented from time to time in accordance with the terms thereof, the “Stalking Horse Purchase Agreement”), by and among certain of the Debtors and AMP U.S.

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, ~~for which the Debtors have requested joint administration~~ 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 Capitalized terms not otherwise defined herein are to be given the meanings ascribed to them in the Motion or the Bid Procedures, as applicable.

Holdings, LLC and AMP Intermediate B.V. (together with their permitted designees, successors and permitted assigns, the “Stalking Horse Bidder”), (c) scheduling a hearing for approval of the sale of the Acquired Assets and setting other related dates and deadlines, (d) ~~authorizing and approving the procedures for the assumption and assignment of executory contracts and unexpired leases (the “Assumption and Assignment Procedures”)~~, (e) approving the form and manner of notices of the sale of the Acquired Assets ~~and the Assumption and Assignment Procedures~~ attached hereto as Exhibit 2 (the “Sale Notice”), and (f) granting other relief discussed herein; this Court having jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 157 and 1334; and venue of these Chapter 11 Cases and the Motion in this district being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this matter being a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that proper and adequate notice of the Motion and the relief requested therein has been provided in accordance with the Bankruptcy Rules and the Local Rules, and that, except as otherwise ordered herein, no other or further notice is necessary; and any objections (if any) to the Motion having been withdrawn, resolved or overruled on the merits; and a hearing on the Motion (the “Bid Procedures Hearing”) having been held to consider the relief requested in the Motion and upon the record of the hearing and all of the proceedings had before this Court; and this Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, their creditors and all other parties-in-interest; and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

THE COURT HEREBY FINDS THAT:

A. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. The Court has jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409 and this Court may issue a final order on the Motion consistent with Article III of the United States Constitution.

C. The Debtors' proposed notice of the Motion, the Bid Procedures, the Bid Procedures Hearing and the proposed entry of this Order is (i) appropriate and reasonably calculated to provide all interested parties with timely and proper notice, (ii) in compliance with all applicable requirements of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules and (iii) adequate and sufficient under the circumstances of these Chapter 11 Cases, and no other or further notice is required. A reasonable opportunity to object or be heard regarding the relief granted by this Order has been afforded to all interested persons and entities including, but not limited to, ~~the Sale Notice Parties~~ (i) the U.S. Trustee, (ii) the Internal Revenue Service, (iii) the United States Attorney's Office for the Southern District of New York, (iv) the Securities and Exchange Commission, (v) the Office of the Attorney General of the State of New York, (vi) counsel to JPMorgan Chase Bank, N.A., as administrative agent under the Prepetition Credit Agreement, (vii) counsel to the official committee of unsecured creditors appointed in these Chapter 11 Cases ("Committee Counsel"), (viii) counsel to Citibank, N.A., as administrative

agent under the DIP credit facility, (ix) counsel to the Stalking Horse Bidder, (x) counsel to the ad hoc group of lenders under the Debtors' prepetition credit facility, (xi) counsel to the ad hoc group of bondholders, (xii) all parties requesting notice in these Chapter 11 Cases pursuant to Bankruptcy Rule 2002, and (xiii) certain parties that had previously been contacted or contacted the Debtors concerning strategic alternatives.

D. The Bid Procedures are fair, reasonable and appropriate. The Debtors have demonstrated a compelling and sound business justification for the Court to enter this Order and such compelling and sound business justification, which was set forth in the Motion and on the record at the Bid Procedures Hearing, is incorporated herein by reference and, among other things, forms the basis for the findings of fact and conclusions of law set forth herein.

E. The Debtors have demonstrated compelling and sound business justifications for incurring the administrative obligations related to the payment of the Stalking Horse Bid Protections under the circumstances, timing and procedures set forth in the Stalking Horse Purchase Agreement.

F. The Stalking Horse Bid Protections, to the extent payable under the Stalking Horse Purchase Agreement, are (i) (a) an actual and necessary cost of preserving the Debtors' estates within the meaning of section 503(b) of the Bankruptcy Code, and (b) of substantial benefit to the Debtors' estates, their creditors and all other parties in interest, because, among other things, they induced the Stalking Horse Bidder to submit a bid that will serve as a minimum or floor bid for the Acquired Assets, (ii) the product of good faith and arm's-length negotiations among the Debtors and the Stalking Horse Bidder, (iii) reasonable and appropriate in light of the size and nature of the proposed sale and the efforts that have been and will be expended by the Stalking Horse Bidder and (iv) necessary to induce the Stalking Horse Bidder to

enter into the Stalking Horse Purchase Agreement and to continue to pursue the sale of the Acquired Assets.

G. The Sale Notice, substantially in the form attached hereto as Exhibit 2, is reasonably calculated to provide all interested parties with timely and proper notice of the proposed sale including: (i) the date, time and place of the Auction (if one is held), (ii) the Bidding Procedures and certain dates and deadlines related thereto, (iii) the objection deadline for the sale and the date, time and place of the Sale Hearing, (iv) reasonably specific identification of the assets subject to the proposed sale, (v) instructions for promptly obtaining a copy of the Stalking Horse Purchase Agreement, (vi) representations describing the proposed sale as being free and clear of liens, claims, interests and other encumbrances, pursuant to sections 363, 1123, and or 1141(c), as applicable, of the Bankruptcy Code, with all such liens, claims, interests and other encumbrances attaching with the same validity and priority to the sale proceeds; and (vii) the commitment by the Stalking Horse Bidder to assume certain liabilities of the Debtors solely to the extent set forth in the Stalking Horse Purchase Agreement ~~and (viii) notice of the proposed assumption or assumption and assignment of the Assumed Contracts to the Stalking Horse Bidder pursuant to the Stalking Horse Purchase Agreement (or to another Successful Bidder selected at the Auction, if any) and the procedures and deadlines for objecting thereto.~~ No other or further notice of the proposed sale shall be required.

~~H.——The Assumption and Assignment Procedures and the Sale Notice also comply with the requirements of Local Rule 6006-1, and are reasonably calculated to provide each counterparty (each a “Counterparty”) to the those certain executory contracts and unexpired leases that the Debtors wish to assume or assume and assign in connection with the sale of the Acquired Assets (the “Assumed Contracts”) with proper notice of (a) the potential assumption,~~

~~or assumption and assignment, of such Assumed Contracts by the Successful Bidder and (b) the requirement that each such Counterparty assert any objection to assumption or assumption and assignment prior to the Sale Objection Deadline (as defined below) or otherwise be barred from asserting claims arising from events occurring following assumption or assumption and assignment of such Assumed Contracts. No other or further notice of the proposed sale or the assumption, or assumption and assignment, of such Assumed Contracts shall be required.~~

I.H. The Bid Procedures comply with the requirements of Local Rule 6004-1.

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. Objections. All objections to the Motion solely as it relates to the relief granted by this Order that have not been adjourned, withdrawn or resolved are overruled in all respects on the merits.
3. Bid Procedures. The Bid Procedures, attached hereto as Exhibit 1, are approved and fully incorporated into this Order. The Debtors are authorized, but not directed, to take any and all actions necessary or appropriate to implement the Bid Procedures, including to solicit, qualify and accept bids in conformity with the Bid Procedures, to exclude late bids or bids that do not comply with the Bid Procedures, and otherwise to act in accordance therewith. The failure to specifically include a reference to any particular provision of the Bid Procedures in this Order will not diminish or impair the effectiveness of such provision. The Bid Procedures shall govern the submission, receipt and analysis of all bids, and any party desiring to submit a higher or better offer shall do so strictly in accordance with the terms of this Order and the Bid Procedures.

4. Bid Deadlines. Indications of Interest must be received by **12:00 p.m. (prevailing Eastern Time) on ~~October 30~~November 20, 2020**, (the “IOI Deadline”) and Required Bid Documents (as well as the Good Faith Deposit (as defined in the Bid Procedures) and all other documentation required under the Bid Procedures for Qualified Bidders, as applicable) must be received by **12:00 p.m. (prevailing Eastern Time) on ~~November 16~~December 7, 2020** (the “Bid Deadline”); provided that the Debtors, in consultation with the Consulting Professionals, may extend the IOI Deadline or waive the requirement of an Indication of Interest with respect to one or more Potential Bidders upon request or the Bid Deadline without further order of the Court. If the Debtors extend the IOI Deadline or the Bid Deadline, or establish a different Bid Deadline, the Debtors will promptly notify all Potential Bidders of such revised deadline- and file a notice of such revised deadline on this Court’s docket. A bidder will be deemed a “Qualified Bidder” and a bid will constitute a “Qualified Bid” only if the Debtors, in consultation with the Consulting Professionals, confirm that the bid includes all of the Required Bid Documents and meets all of the other requirements of the Bid Procedures- each as may be reasonably modified or waived by the Debtors, in consultation with the Consulting Professionals. The Stalking Horse Bidder is a Qualified Bidder, and the Stalking Horse Purchase Agreement is a Qualified Bid.

5. Auction. In the event that the Debtors timely receive two or more Qualified Bids with respect to the Acquired Assets, the Debtors shall conduct an auction (the “Auction”) with respect to the Acquired Assets on one or more Auction Dates. The Auction shall be in accordance with the Bid Procedures and upon notice to all Qualified Bidders who have submitted Qualified Bids. If an Auction is conducted, each Qualified Bidder participating in the Auction shall be required to confirm that it has not engaged in any

collusion with respect to the bidding process or the sale. This Court will not consider bids made after the Auction has closed. The Auction, if held, shall be conducted at the offices of Sullivan & Cromwell LLP located at 125 Broad Street, New York, New York (or, if the Debtors so determine, virtually), at a time no later than ~~November 24~~December 18, 2020, which date and time (the "Auction Date") shall be timely communicated to all Consulting Professionals and Qualified Bidders entitled to attend the applicable Auction. and notice of such Auction Date shall be filed on this Court's docket. Each Qualified Bidder participating in the Auction shall appear in person, virtually or telephonically at the Auction or through a duly authorized representative. All persons or entities that participate in the bidding process or the Auction shall be deemed to have knowingly and voluntarily submitted to the exclusive jurisdiction of this Court with respect to all matters related to the Bid Procedures and the Auction.

6. Cancellation of Auction. If the Debtors do not receive any Qualified Bids on or prior to the Bid Deadline with respect to any Acquired Assets, other than from the Stalking Horse Bidder, the Debtors are authorized to cancel the Auction and seek approval at the Sale Hearing of the sale of the Acquired Assets to the Stalking Horse Bidder, in accordance with the terms of the Stalking Horse Purchase Agreement. The Debtors shall file a notice of such cancellation of the Auction on this Court's docket.

7. Credit Bid. Any Qualified Bidder who has a valid and perfected lien on any Acquired Assets and the right under applicable non-bankruptcy law to credit bid claims secured by such liens shall be entitled to credit bid some or all of their claims at the Auction pursuant to section 363(k) of the Bankruptcy Code only in accordance with the Bid Procedures. Any credit bid that fails to comply with the Bid Procedures is hereby excluded for cause absent further order of the Court.

8. Stalking Horse Bid Protections. The Stalking Horse Bid Protections are approved in their entirety. To the extent due under the Stalking Horse Purchase Agreement, the Debtors are authorized to pay the Stalking Horse Bidder a cash break-up fee equal to \$63 million ~~or 3% of the Purchase Price (as defined in the Stalking Horse Purchase Agreement and prior to adjustments) to be paid by the Stalking Horse and may~~ and reimburse the Stalking Horse Bidder's reasonable and documented out-of-pocket expenses in an amount up to \$21 million. The Stalking Horse Bid Protections, to the extent due under the Stalking Horse Purchase Agreement, shall (i) constitute an allowed administrative expense claim under sections 503(b) and 507(a)(2) of the Bankruptcy Code ~~and shall be senior to all other administrative expense claims that may be approved in the Chapter 11 Cases,~~ without superpriority (notwithstanding any provision of the Stalking Horse Purchase Agreement to the contrary), and (ii) be payable under the terms and conditions of the Stalking Horse Purchase Agreement and this Order without any further order of this Court. No Interested Party or Potential Bidder, other than the Stalking Horse Bidder, shall be entitled to any expense reimbursement, break-up fee, termination fee or other similar fee or payment in connection with the sale or any other form of bid protections. No Interested Party or Potential Bidder, in such capacity, shall be a beneficiary of or have a right to enforce the Bid Procedures or this Order, except, in each case, as the Debtors may agree in writing.

9. Sale Hearing. The Debtors will seek entry of an order authorizing and approving, among other things, the sale of the Acquired Assets at the Sale Hearing which ~~shall~~ may, at the Debtors' election with consent of the Successful Bidder, be held together with the confirmation hearing before the Court to be held on one or more dates and at such times to be determined by the Debtors and subject to the Court's availability; provided, however, that the Sale Hearing may be continued, accelerated or adjourned by the Debtors-, in consultation with

the Consulting Professionals, by an announcement at a hearing before this Court or by filing a notice on this Court's docket.

10. Sale Objections. Objections to the sale of the Acquired Assets shall (a) be in writing, (b) state, with specificity, the legal and factual bases thereof, (c) be filed with the Court by no later than seven days prior to the applicable Sale Hearing at **4:00 p.m. (prevailing Eastern Time)** (the "Sale Objection Deadline") and (d) be served upon each of the following:

(i) the Honorable ~~[*]~~, [Michael E. Wiles](#), United States Bankruptcy Judge; (ii) the Debtors; (iii) proposed counsel to the Debtors, Sullivan & Cromwell LLP, 125 Broad Street, New York, New York 10004, Attn: Noam R. Weiss; (iv) counsel to JPMorgan Chase Bank, N.A., as administrative agent under the Prepetition Credit Agreement, 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); (v) counsel to ~~any statutory committee appointed in these Chapter 11 Cases~~; [Committee Counsel, White & Case LLP, 1221 Avenue of the Americas, New York, NY 10020, Attn: Brian Pfeiffer \(brian.pfeiffer@whitecase.com\)](#); (vi) the Office of the United States Trustee for the Southern District of New York; (vii) 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); (viii) counsel to the Stalking Horse Bidder, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, NY 10017, Attn: Brian M. Resnick (brian.resnick@davisplk.com) and Joshua Y. Sturm (joshua.sturm@davispolk.com); (ix) 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); (x) 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); and (xi) all parties requesting notice in these Chapter 11 Cases pursuant to Bankruptcy Rule 2002 (collectively, the “Objection Notice Parties”) so as to be actually received no later than the Sale Objection Deadline. The Debtors are authorized to extend the Sale Objection Deadline one or more times without further notice.

~~11. Assumption and Assignment Procedures. The Assumption and Assignment Procedures as set out below are hereby approved:~~

- ~~a. Within five days after entry of the Bid Procedures Order, or as soon as reasonably practicable thereafter, the Debtors shall provide notice of the Assumption and Assignment Procedures together with notice of the proposed sale of the Acquired Assets via the Sale Notice on all parties listed in the Debtors’ consolidated list of creditors (the “Creditor Matrix”), including each Counterparty to the Assumed Contracts.~~
- ~~b. All executory contracts and unexpired leases to which the Debtors are parties shall be deemed to be Assumed Contracts, unless such contract or lease (i) is specifically designated for rejection in an exhibit to the Sale Notice or in a plan supplement filed with the Court by the Debtors on or before the Confirmation Date; (ii) was previously assumed or rejected by the Debtors pursuant to an order of the Court; (iii) previously expired or terminated pursuant to its own terms or by agreement of the parties thereto; or (iv) is the subject of a motion to reject filed by the Debtors on or before the Confirmation Date.~~
- ~~e. Service of the Sale Notice shall not constitute an admission that an Assumed Contract is an executory contract or unexpired lease of real property, and shall not require the Debtors to assume, or assume and assign, such Assumed Contract.~~
- ~~d. Any monetary amounts by which any Assumed Contract is in default (a “Cure Amount”) shall be satisfied, under section 365(b)(1) of the Bankruptcy Code, by the Debtors or the Successful~~

~~Bidder, as applicable, on the effective date of the Plan or in the ordinary course of business prior to the closing of the sale of the Acquired Assets, in each case as contemplated by the Plan. If a Counterparty believes that any Cure Amount is due by the Debtors in connection with the assumption or assignment of its contract or unexpired lease, it must assert such Cure Amount against the Debtors or the Successful Bidder, as applicable, in the ordinary course of business.~~

- ~~e. — Objections (the “Contract Objections”), if any, to (a) the proposed assumption, or assumption and assignment of the Assumed Contracts, (b) the adequate assurance of future performance or (c) whether applicable law excuses a Counterparty from accepting performance by, or rendering performance to, the reorganized Debtors or the Successful Bidder, as applicable, must (i) be in writing; (ii) state with specificity the legal and factual bases thereof and, if disputed, the alleged Cure Amount and any and all defaults that must be cured or satisfied in order for such Assumed Contract to be assumed or assumed and assigned (with appropriate documentation in support thereof); (iii) comply with the terms of the Assumption and Assignment Procedures, the Bankruptcy Rules and the Local Rules; and (iv) be filed with the Court and properly served on the Objection Notice Parties so as to actually be received no later than the Sale Objection Deadline.~~
- ~~f. — If no Contract Objection is timely received with respect to an Assumed Contract, (a) the Counterparty to that Assumed Contract shall be deemed to have forever waived and released any Contract Objection and assented to (i) the assumption, or assumption and assignment, as applicable, of such Assumed Contract, (ii) the date of such assumption, or assumption and assignment and (iii) the satisfaction of the requirement under section 365(b)(1)(C) of the Bankruptcy Code of the Debtors to provide adequate assurance of future performance under such Assumed Contract and (b) shall be forever barred from asserting any objection to the assumption or assumption and assignment of such Assumed Contract at the Sale Hearing.~~
- ~~g. — If a Contract Objection is timely filed and properly served in accordance with the Assumption and Assignment Procedures, the Debtors and the Counterparty shall meet and confer in good faith to attempt to resolve any such objection without Court intervention. If the parties determine that the Contract Objection cannot be resolved in a timely manner without Court intervention, the Court shall make all necessary determinations relating to such Contract Objection at the applicable Contract Hearing (as defined below).~~

- ~~h. — A hearing with respect to Contract Objections shall be held at the Sale Hearing or at such other earlier or later date prior to the closing of the sale of the Acquired Assets as the Court may designate (the “Contract Hearing”). Any Assumed Contract that is the subject of a Contract Objection may or may not be assumed or assumed and assigned prior to the resolution of such objection. If a Contract Objection relates solely to the proposed Cure Amount, the Debtors may pay the undisputed portion of such Cure Amount and place the disputed amount in a segregated account pending further order of the Court or mutual agreement of the parties. So long as such disputed amounts are held in such segregated account, the Debtors may assume or assume and assign such Assumed Contract.~~
- ~~i. — Entry of the Confirmation Order (or any other Order approving the sale of the Acquired Assets) by the Court shall constitute approval of the assumptions, assumptions and assignments, or rejections provided for in the Plan pursuant to sections 365(a) and 1123 of the Bankruptcy Code and a determination by the Court that the Debtors have provided adequate assurance of future performance under such assumed or assumed and assigned executory contracts and unexpired leases. Each executory contract and unexpired lease assumed or assumed and assigned pursuant to the Plan shall vest in and be enforceable by the reorganized Debtors or the Successful Bidder, as applicable, in accordance with its terms, except as modified by the provisions of the Plan, any order of the Court authorizing and providing for its assumption, or assumption and assignment, or applicable law. Absent the closing of the sale of the Acquired Assets, the Assumed Contracts shall not be deemed assumed or assumed and assigned, and shall in all respects be subject to further administration under the Bankruptcy Code.~~

~~12.11.~~ Noticing Procedures. The noticing procedures as set forth in this Order, and the Motion, including the form of Sale Notice attached hereto as Exhibit 2, are hereby approved. Within five days after entry of this Order, or as soon as reasonably practicable thereafter, the Debtors shall serve the Sale Notice by first-class mail upon the Sale Notice Parties. On or about the same date, the Debtors shall publish the Sale Notice on the case information website (located at <http://www.kccllc.net/garrettmotion>). Service of the Sale Notice on the Sale Notice Parties and publication thereof in the manner described in this Order constitutes good and sufficient notice of the Auction, the Sale Hearing, the Debtors’ proposed

sale of the Acquired Assets free and clear of liens, claims, interests and encumbrances, pursuant to ~~section~~sections 363 and/or 1123 of the Bankruptcy Code, ~~and the Assignment and Assumption Procedures~~as applicable. No other or further notice is required.

~~13.~~12. Other Relief Granted. The Debtors are authorized and empowered to execute and deliver such documents, and to take and perform all actions necessary to implement and effectuate the relief granted in this Order. References in this Order to the Bid Procedures include such modifications that may be made to the Bid Procedures from time to time by the Debtors in accordance with section 12 thereof. The Good Faith Deposits of each bidder, and any other amounts deposited into escrow pursuant to the applicable purchase agreement, shall be held in escrow and shall not become property of the Debtors' bankruptcy estates unless the Good Faith Deposit or other escrow amount is otherwise due and payable to the Debtors in accordance with the applicable purchase agreement. The Debtors are authorized to enter into an escrow agreement with each other bidder (if any), and when executed by the Debtors, such escrow agreements (if any) shall be binding and enforceable against the Debtors and their estates in all respects, and the Debtors are authorized, but not directed, to perform any obligations thereunder.

~~14.~~13. In the event there is a conflict between this Order and the Motion, this Order shall control and govern.

~~15.~~14. This Order shall be binding in all respects upon any trustees, examiners, "responsible persons" or other fiduciaries appointed in the Chapter 11 Cases or upon a conversion to chapter 7 under the Bankruptcy Code.

~~16.~~15. The Stalking Horse Bidder has standing to enforce the terms of this Order.

~~17.~~16. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

~~18.~~17. The requirements set forth in Local Rule 9013-1(a) are satisfied.

~~19.~~18. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied.

~~20.~~19. The requirements set forth in Bankruptcy Rule 6004(a) are satisfied.

~~21.~~20. This Order is immediately effective and enforceable, notwithstanding the possible applicability of Bankruptcy Rule 6004(h) or otherwise. This Court shall retain jurisdiction with respect to any matters, claims, rights or disputes arising from or related to the Motion or the implementation of this Order.

Dated: _____, 2020
New York, New York

The Honorable ~~[-]~~Michael E. Wiles
United States Bankruptcy Judge

EXHIBIT 1

Bid Procedures

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

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

BID PROCEDURES

On September 20, 2020 the above-captioned debtors-in-possession (the “Debtors”) in jointly administered chapter 11 cases (the “Chapter 11 Cases”) currently pending in the United States Bankruptcy Court for the Southern District of New York (the “Court”) filed a motion [Docket No. ~~18~~ [18](#)] (the “Bid Procedures Motion”), seeking, among other things, authorization and approval of a termination payment and expense reimbursement payment (together, the “Stalking Horse Bid Protections”) to the extent payable pursuant to and on the terms set forth in that certain Share and Asset Purchase Agreement, dated as of September 20, 2020 (as attached hereto as Exhibit A, and as may be amended, modified or supplemented from time to time in accordance with the terms thereof, the “Stalking Horse Purchase Agreement”), by and among certain of the Debtors and AMP U.S. Holdings, LLC and AMP Intermediate B.V. (together with their permitted designees, successors and permitted assigns, the “Stalking Horse Bidder”). As described in the Bid Procedures Motion, the Stalking Horse Purchase Agreement contemplates, pursuant to the terms and subject to the conditions and purchase price adjustments contained therein, the sale of all or substantially all of Debtors’ assets (collectively, the “Acquired Assets”) to the Stalking Horse Bidder for aggregate consideration of \$2.1 billion plus the assumption of the Assumed Liabilities.

On [•], 2020, the Court entered the “*Order (A) Authorizing and Approving Bid Procedures, (B) Authorizing and Approving the Stalking Horse Bid Protections, (C) Scheduling a Sale Hearing, (D) ~~Authorizing and Approving Assumption and Assignment Procedures, (E) Approving Notice Procedures and (F) Granting Other Relief~~*” [Docket No. [•]] (the “Bid Procedures Order”), which, among other things, approved the bidding procedures set forth below (the “Bid Procedures”) governing the submission of competing proposals to purchase the Acquired Assets pursuant to ~~section~~ [sections 363 and/or](#) 1123 of the Bankruptcy Code. The sale of the Acquired Assets will be implemented [either through a chapter 11 plan or a sale pursuant to](#)

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, ~~for which the Debtors have requested joint administration~~ [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.

[section 363 of the Bankruptcy Code, in either case](#) pursuant to the terms and conditions of the Bid Procedures Order, subject to the Debtors' selection in their reasonable discretion, of a higher or otherwise better bid as the Successful Bid in accordance with these Bid Procedures and the Bid Procedures Order.

The Debtors are offering investors the opportunity to purchase the Acquired Assets [either \(i\) pursuant to the terms and conditions of the Debtors' proposed chapter 11 plan \(the "Plan"\) and section 1123 of the Bankruptcy Code](#), [\(ii\) pursuant to a sale under section 363 of the Bankruptcy Code or \(iii\) pursuant to any alternative chapter 11 plan, including a chapter 11 plan involving a new money equity issuance rather than a sale](#). Any interested bidder should contact, as soon as practical, the Debtors' proposed investment bankers, Morgan Stanley & Co. LLC ("[MS&Co](#)") at the following addresses: Regina Savage (Regina.Savage@morganstanley.com); Christopher Lee (Christopher.R.Lee@morganstanley.com); or Kristin Zimmerman (~~Kristin.Zimmerman@morganstanley.com~~)- (Kristin.Zimmerman@morganstanley.com).

These Bid Procedures describe, among other things, (i) certain requirements for bidders who wish to receive confidential information about the Debtors for purposes of submitting bids, (ii) the manner in which bidders and bids may become qualified to participate in the Auction (as defined below), (iii) procedures for conduct of the sale process and a competitive auction, if necessary, (iv) procedures for the selection of one or more winning bidders and alternate bidders and (v) procedures for Court approval of the sale.

1. Participation Requirements

(a) Interested Parties

Unless otherwise ordered by the Court for cause shown or otherwise provided in the Bid Procedures, the Debtors may require any person or entity (other than the Stalking Horse Bidder) interested in participating in the sale process (an "[Interested Party](#)") to deliver the following documents (the "[IOI Documents](#)") to MS&Co:

- (i) a statement and other factual support demonstrating, to the Debtors' satisfaction, that the Interested Party has a *bona fide* interest in purchasing any or all of the Acquired Assets and is likely to be able to submit a Qualified Bid (as defined below) by the Bid Deadline (as defined below);
- (ii) a description of any connections between (A) the Interested Party and its affiliates and related persons and (B) the Debtors and their primary creditors as identified by the Debtors;
- (iii) the most current audited and unaudited financial statements of the Interested Party or any equity holder or sponsor of the Interested Party that will be responsible to the Debtors for the Interested Party's obligations in connection with the bidding process; and

- (iv) such other information as the Debtors may determine to be appropriate to assess whether the Interested Party is an appropriate recipient of confidential information of the Debtors.

(b) **Due Diligence**

An Interested Party shall become a potential bidder (a “Potential Bidder”) entitled to access information from the confidential electronic data room established by the Debtors concerning the sale of the Acquired Assets (the “Data Room”) when so notified by the Debtors, in consultation with the Consulting Professionals (as defined below), and upon executing a customary confidentiality agreement in a form satisfactory to the Debtors. Potential Bidders also may address additional due diligence requests to MS&Co, who will coordinate all such requests for additional information with the Debtors (or their advisors) and post new information to the Data Room from time to time. All such new information provided to Potential Bidders will also be made available to the Stalking Horse Bidder to the extent not previously provided. No Interested Party, Potential Bidder or Qualified Bidder (as defined below) shall communicate with any of the Debtors’ suppliers, distributors, brokers, ~~or customers, creditors or any other Interested Party, Potential Bidder, or Qualified Bidder~~ with respect to any potential bid or transaction absent the prior written consent of the Debtors; provided that if such consent is given, a representative of the Debtors shall be present for or party to any such communications (unless otherwise agreed by the Debtors in their sole discretion); provided further that Pension Benefit Guaranty Corporation (“PBGC”) may communicate with Potential Bidders for due diligence inquiries regarding the Garrett Motion Retirement Earnings Plan (the “Pension Plan”), so long as a representative of the Debtors is present for or party to any such communications.

The Debtors may withhold or limit access by any Potential Bidder to the Data Room, in consultation with the Consulting Professionals (as defined below), or other due diligence materials at any time and for any reason, including, without limitation, if (i) the Potential Bidder does not become, or the Debtors determine that the Potential Bidder is not likely to become, a Qualified Bidder, (ii) the Potential Bidder violates the terms of its confidentiality agreement, (iii) the Debtors become aware that the information set forth in the IOI Documents is inaccurate or misleading or become aware of any other reason to doubt such Potential Bidder’s ability to close its contemplated transaction, or (iv) the bidding process is terminated in accordance with its terms. For any Potential Bidder who is a competitor of the Debtors, a customer of the Debtors or is otherwise affiliated in some manner with the Debtors, the Debtors reserve the right to withhold, or to delay providing, any diligence materials that the Debtors determine are business-sensitive or otherwise inappropriate for disclosure to such Potential Bidder at such time. After the Bid Deadline, the Debtors shall have no obligation to furnish any additional due diligence to any Potential Bidder and all access to the Data Room or other diligence materials shall cease.

Each Potential Bidder will comply with all reasonable requests by the Debtors for additional information and due diligence access by the Debtors or their advisors regarding such Potential Bidder and its contemplated transaction. Notwithstanding the above, neither the Debtors nor any of their representatives shall be obligated to furnish any information of any kind whatsoever relating to the Acquired Assets (i) to any person or entity who (a) is not a Potential Bidder and (b) does not comply with the participation requirements set forth above.

(c) **Consulting Professionals**

The Debtors shall promptly notify the firms serving as lead legal counsel and financial advisor to (i) JPMorgan Chase Bank, N.A., as administrative agent (the “Prepetition Agent”) for the lenders under the Credit Agreement, dated as of September 27, 2018 (as amended, restated or otherwise modified from time to time, the “Prepetition Credit Agreement”), by and among Garrett Motion Inc., Garrett LX III S.à r.l., Garrett Borrowing LLC, Garrett Motion Sàrl (f/k/a Honeywell Technologies Sàrl), the Lenders and Issuing Banks party thereto and JPMorgan Chase Bank, N.A.; (ii) Deutsche Trustee Company Limited, as trustee, and Deutsche Bank AG, London Branch as security agent, or any successor trustee or security agent, under the Indenture, dated as of September 27, 2018 (as amended, restated or otherwise modified from time to time, the “Indenture”), by and among Garrett Motion Inc., Garrett LX I S.à r.l., Garrett Borrowing LLC, the guarantors named therein, Deutsche Trustee Company Limited, Deutsche Bank AG, and Deutsche Bank Luxembourg S.A; (iii) ~~any~~the official committee ~~that may be of unsecured creditors~~ appointed in these Chapter 11 Cases (the “Committee”); (iv) Citibank, N.A., as administrative agent under the DIP credit facility; (v) the ad hoc group of lenders under the Prepetition Credit Agreement; and (vi) the ad hoc group of bondholders under the Indenture (collectively the “Consulting Professionals”), of the identity of each Potential Bidder and will provide updates and information about the participation of each Potential Bidder in the sale process as reasonably requested by the Consulting Professionals from time to time. The Consulting Professionals shall be permitted to share such information with their clients subject to, and in accordance with, applicable confidentiality agreements satisfactory to the Debtors; provided that the Debtors shall have the right to designate any such information as “professionals’ eyes only”.

2. Qualified Bids

Participation in the Auction shall be limited to those Potential Bidders who satisfy the conditions set forth in “Preliminary Indications of Interest,” “Bid Deadline” and “Bid Requirements” below and, after consultation with the Consulting Professionals, are deemed by the Debtors to be a “Qualified Bidder” with a timely “Qualified Bid”; provided that the Stalking Horse Bidder shall be deemed a Qualified Bidder and the Stalking Horse Purchase Agreement shall be deemed a Qualified Bid.

(a) **Preliminary Indications of Interest**

In order to be a Qualified Bidder, Potential Bidders first will be required to submit a non-binding indication of interest (an “Indication of Interest”) not later than 12:00 p.m. (prevailing Eastern Time) on ~~October 30~~November 20, 2020 (the “IOI Deadline”), to MS&Co; provided that, after consultation with the Consulting Professionals, the Debtors may extend the IOI Deadline or waive the requirement of an Indication of Interest for one or more Potential Bidders upon request, without further order of the Court. If the Debtors extend the IOI Deadline, the Debtors will promptly notify all Potential Bidders: and file a notice of such extension on the Court’s docket. The Debtors will promptly provide copies of all Indications of Interest received to the Consulting Professionals.

Each Indication of Interest must include, except as the Debtors, in consultation with the Consulting Professionals, otherwise determine:

- (i) a letter outlining the Potential Bidder’s offer and any conditions precedent and stating that the Potential Bidder is prepared to work in good faith to finalize a binding proposal by the Bid Deadline (as defined below);
- (ii) written evidence acceptable to the Debtors demonstrating financial wherewithal and a description of any corporate or governmental authorizations necessary to consummate the proposed transaction;
- (iii) a description of the Acquired Assets subject to the bid and form of consideration for the Acquired Assets to be purchased;
- (iv) the identification of the ultimate beneficial owners of any Potential Bidder;
- (v) a description of all remaining due diligence requirements and any material conditions to be satisfied prior to submission of a Qualified Bid;
- (vi) the identification of any person or entity who may provide debt or equity financing for the purchase and any material conditions to be satisfied in connection with such financing;
- (vii) to the extent known at the time of the Indication of Interest, any obligations related to employees of the Debtors the Potential Bidder may assume; and
- (viii) confirmation that the Potential Bidder consents to the jurisdiction of the Court and agrees to be bound by these Bid Procedures.

(b) **Bid Deadline**

In order to participate in the Auction, a Potential Bidder shall deliver the Required Bid Documents (as defined below) in electronic format so as to be received not later than 12:00 p.m. (prevailing Eastern Time) on ~~November 16~~December 7, 2020 (the “Bid Deadline”), to MS&Co; provided that, after consultation with the Consulting Professionals, the Debtors may extend the Bid Deadline without further order of the Court. Potential Bidders may submit the

Required Bid Documents, and become Qualified Bidders, at any time after the IOI Deadline and prior to the Bid Deadline, as the same may be extended in accordance with this paragraph (provided such Potential Bidder has submitted an Indication of Interest on or prior to the IOI Deadline), as may be extended or waived by the Debtors in consultation with the Consulting Professionals. If the Debtors extend the Bid Deadline, the Debtors will promptly notify all Potential Bidders of such revised deadline, and file a notice of such extension on the Court's docket. The Debtors will promptly provide copies of all bids received (as well as any later amendments, improvements or changes to such bids) to the Consulting Professionals. If any bids received propose to assume the liabilities associated with the Pension Plan, the Debtors will promptly provide copies of such bids (as well as any later amendments, improvements or changes to such bids) to PBGC.

(c) **Bid Requirements**

All bids should include the following, except as the Debtors otherwise determine (the "Required Bid Documents"):

- (i) a letter (i) outlining the Potential Bidder's offer and any conditions precedent, (ii) stating that the Potential Bidder's offer is irrevocable and binding until the selection of the Successful Bid and the Alternate Bid (each as defined below) in accordance with the terms of these Bid Procedures and (iii) stating that if such Potential Bidder is selected as the Successful Bidder (as defined below) or Alternate Bidder (as defined below), its bid shall remain irrevocable until the Debtors' consummation of a sale with the Successful Bidder (as defined below);
- (ii) an executed share and asset purchase agreement, together with all exhibits and schedules thereto (including identification of the contracts and leases to be assumed and assigned), pursuant to which the Potential Bidder proposes to effectuate a proposed transaction at the Purchase Price (as defined below) (or in the case of the Stalking Horse Bidder, at the purchase price set forth in the Stalking Horse Purchase Agreement) (the "Transaction Documents"), which Transaction Documents must include a copy of the Stalking Horse Purchase Agreement, marked to show all changes requested by the Potential Bidder;
- (iii) written evidence of a commitment for financing or other evidence of the ability to consummate a proposed transaction at the Purchase Price (as defined below) (or in the case of the Stalking Horse Bidder, at the purchase price set forth in the Stalking Horse Purchase Agreement) satisfactory to the Debtors in their reasonable discretion, with appropriate contact information for such financing sources; and
- (iv) written evidence satisfactory to the Debtors in their reasonable discretion of authorization and approval from the Potential Bidder's board of directors (or comparable governing body) with respect to the submission, execution, delivery, irrevocability and consummation of such bid and any Subsequent Bid(s) (as defined below), and related Transaction Documents.

In addition, a bid will be considered a Qualified Bid only if the bid:

- (i) states that the Potential Bidder offers to purchase the Acquired Assets pursuant to a transaction that is no less favorable to the Debtors' estates than the transactions contemplated in the Stalking Horse Purchase Agreement;
- (ii) is accompanied by a cash deposit by wire transfer in the amount equal to 5% of the aggregate value of the cash and non-cash consideration of the bid (as determined by the Debtors in good faith), unless otherwise agreed to by the Debtors, in consultation with the Consulting Professionals, to be held in an escrow account to be identified and established by the Debtors (the "Good Faith Deposit"); provided that any person or entity entitled to credit bid shall not be required to provide a deposit with respect to the portion of any bid that is a credit bid; provided further that the Stalking Horse Bidder shall be required to provide a Good Faith Deposit only to the extent set forth in the Stalking Horse Purchase Agreement;
- (iii) specifies the aggregate amount of cash or other consideration offered by the Potential Bidder (the "Purchase Price") and allocation of such Purchase Price into a U.S. Purchase Price and a Non-U.S. Purchase Price (each as defined in the Stalking Horse Purchase Agreement), which Purchase Price must exceed the aggregate sum of the following: (i) the purchase price as defined in the Stalking Horse Purchase Agreement; (ii) the minimum bid increment of \$10 million; and (iii) the Termination Payment and Expense Reimbursement Payment payable to the Stalking Horse Bidder under the Stalking Horse Purchase Agreement (each as defined in the Stalking Horse Purchase Agreement, and together the "Stalking Horse Bid Protections"); provided that in determining the value of a bid, the Debtors will not be limited to evaluating the dollar amount of a bid, but may also consider any factors the Debtors reasonably deem relevant to the value of the bid to the estates including those factors to be considered in determining the highest or best offer set forth in "Highest or Otherwise Best Bid" below;
- (iv) provides a commitment to close as soon as practicable, ~~but in no event later than the Outside Date as set forth in Section 8.1(c) of the Stalking Horse Purchase Agreement~~;
- (v) is not conditioned on unperformed due diligence, obtaining financing or any internal approval or otherwise subject to contingencies more burdensome than those in the Stalking Horse Purchase Agreement;
- (vi) identifies by legal name and jurisdiction of incorporation or formation, as applicable, the entity submitting the bid and any legal or beneficial owners thereof;
- (vii) describes all conditions to the bid including the need for any third-party approvals or consents (and the expected timing for obtaining such

approvals and consents), except required Court approval (for the avoidance of doubt, the bid cannot be conditioned on unperformed due diligence, obtaining financing or any internal approval);

- (viii) identifies any person or entity providing debt or equity financing for the purchase and confirms that the bid is not subject to any financing contingencies;
- (ix) identifies by legal name, employer and title the representatives who are authorized to appear and act on behalf of the Potential Bidder;
- (x) acknowledges that the Potential Bidder will not seek any transaction, termination, topping, work or break-up fee, expense reimbursement or any similar type of payment and that it waives any substantial contribution administrative expense claims under section 503(b) of the Bankruptcy Code related to bidding for the Acquired Assets;
- (xi) acknowledges that the Potential Bidder has not and will not engage in any collusion or price control activity, including the type of activity described in section 363(n) of the Bankruptcy Code;
- (xii) constitutes a good faith, *bona fide* offer to effectuate the proposed transaction;
- (xiii) identifies any executory contracts and unexpired leases of which the Potential Bidder seeks assignment from the Debtors and, if the bid contemplates the assumption and assignment of any contracts or leases, includes evidence of the Potential Bidder's ability to comply with section 365 of the Bankruptcy Code;
- (xiv) identifies all other liabilities the Potential Bidder will assume, if any; (including any liabilities associated with the Pension Plan);
- (xv) confirms that the Potential Bidder consents to the jurisdiction of the Court and agrees to be bound by these Bid Procedures, including the willingness to serve as an Alternate Bidder, if selected as such by the Debtors, and waives any right to a jury trial in connection with any disputes relating to the Auction and the construction and enforcement of these Bid Procedures;
- (xvi) states that all necessary filings under applicable regulatory, antitrust, and other laws will be made and that payment of the fees associated therewith shall be made by the Potential Bidder; and
- (xvii) is received on or before the Bid Deadline.

A Potential Bidder will be deemed a Qualified Bidder and a bid will constitute a Qualified Bid only if the Debtors, in consultation with the Consulting Professionals, confirm that the bid includes all of the Required Bid Documents and meets all of the above requirements,

each as may be reasonably modified or waived by the Debtors, in consultation with the Consulting Professionals.

Within one business day after the Bid Deadline, the Debtors will notify each Potential Bidder whether such Potential Bidder is a Qualified Bidder. All Qualified Bids will be considered, but the Debtors reserve the right to reject any and all bids, other than the Stalking Horse Purchase Agreement or a credit bid made pursuant to section 363(k) of the Bankruptcy Code, that would otherwise constitute Qualified Bids after consultation with the Consulting Professionals. If any bid is so determined by the Debtors not to be a Qualified Bid, the Debtors shall promptly instruct the escrow agent designated by the Debtors to return such bidder's Good Faith Deposit.

Between the date that the Debtors notify a Potential Bidder that it is a Qualified Bidder and the Auction, the Debtors may discuss, negotiate, or seek clarification of any Qualified Bid from a Qualified Bidder. The Debtors reserve the right to cooperate with any Potential Bidder in advance of the Auction to cure any deficiencies in a bid that is not initially deemed to be a Qualified Bid. Without the prior written consent of the Debtors, in consultation with the Consulting Professionals, a Qualified Bidder may not modify, amend, or withdraw its Qualified Bid (except for proposed amendments to increase their purchase price, or otherwise improve the terms of, the Qualified Bid) during the period that such Qualified Bid remains binding as specified in these Bid Procedures; provided that any Qualified Bid may be improved at the Auction as set forth herein. Any improved Qualified Bid must continue to comply with the requirements for Qualified Bids set forth in these Bid Procedures.

Each bidder also shall be deemed to acknowledge and represent, by submission of its bid, that it has had an opportunity to conduct any and all due diligence regarding the Acquired Assets that are the subject of its bid prior to making any such bid; that it has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Acquired Assets in making its bid; that (other than representations and warranties contained in the purchase agreement which forms the basis of the bidder's bid) it did not rely upon any of the Debtors' or MS&Co's, or any of their respective representatives', written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express, implied, by operation of law or otherwise, regarding such Acquired Assets, or the completeness of any information provided in connection therewith by any of the Debtors or MS&Co (or any of their respective representatives); that it has not engaged in any collusion with respect to the bidding or the sale of any of the Acquired Assets described herein; and that these Bid Procedures do not create any right of bidders to enforce or rely upon them in any manner.

3. Bid Protections

Other than the Stalking Horse Bid Protections as set forth in the Stalking Horse Purchase Agreement or as separately approved by the Court, no party submitting a bid shall be entitled to a transaction, termination, topping, work or break-up fee, expense reimbursement or any similar type of payment. All substantial contribution claims by any bidder shall be deemed waived upon submission of a Qualified Bid.

4. Auction

(a) **Participants and Attendees**

In the event that the Debtors timely receive two or more Qualified Bids with respect to the Acquired Assets, the Debtors shall conduct an auction (the "Auction") with respect to the Acquired Assets on one or more Auction Dates. The Auction shall be in accordance with these Bid Procedures and upon notice to all Qualified Bidders who have submitted Qualified Bids. The Auction, if held, shall be conducted at the offices of Sullivan & Cromwell LLP located at 125 Broad Street, New York, New York (or, if the Debtors so determine, virtually), at a time no later than ~~November 24~~December 18, 2020, which date and time (the "Auction Date") shall be timely communicated to all Qualified Bidders entitled to attend the Auction.

Only the Debtors, the Consulting Professionals, representatives of the Office of the United States Trustee for the Southern District of New York and any Qualified Bidder that has submitted a Qualified Bid (and the legal and financial advisors to each of the foregoing) shall be entitled to attend the Auction, along with such other persons as the Debtors may agree. No bidder other than a Qualified Bidder will be entitled to make a bid at the Auction. Each Qualified Bidder participating in the Auction must confirm that it (i) has not engaged in any collusion with respect to the bidding or the sale of any of the Acquired Assets as described herein, (ii) has reviewed, understands and accepts these Bid Procedures and any procedural rules for the conduct of the Auction described by the Debtors to the Qualified Bidders in advance of the Auction, (iii) has consented to the jurisdiction of the Court and (iv) intends to consummate its Qualified Bid if it is selected as the Successful Bid (as defined below). Each Qualified Bidder participating in the Auction shall appear in person, virtually or telephonically at the Auction or through a duly authorized representative.

(b) **Auction Procedures**

No later than 5:00 p.m. (prevailing Eastern Time) on the business day prior to the Auction, the Debtors will provide to all Qualified Bidders copies of the Qualified Bid or combination of Qualified Bids which the Debtors, in consultation with the Consulting Professionals, believe is the highest or otherwise best offer (the "Starting Bid") and, if requested, will provide an explanation of how the Starting Bid is valued and a list containing the identification of all Qualified Bidders.

The Debtors may employ and announce at the Auction additional procedural rules that are reasonable under the circumstances (*e.g.*, the amount of time allotted to make Subsequent Bids (as defined below)) for conducting the Auction, which rules shall constitute an essential part of these Bid Procedures; provided that such rules are (i) not inconsistent with the order entered by the Court approving these Bid Procedures, the Bankruptcy Code, or any other order of the Court entered in connection with the Auction and (ii) disclosed to each Qualified Bidder. After consultation with the Consulting Professionals, the Debtors may establish at any time reasonable bonding or deposit requirements in connection with the Auction, and any bidder that fails to comply with such requirements shall cease to constitute a Qualified Bidder; provided that any bonding or deposit requirements may be established with respect to the Stalking Horse Bidder only to the extent set forth in the Stalking Horse Purchase Agreement.

Bidding at the Auction will begin with the Starting Bid and continue, in one or more rounds of bidding, so long as during each round at least one subsequent bid is submitted by a Qualified Bidder that the Debtors, in consultation with the Consulting Professionals, determine (i) improves upon such Qualified Bidder's immediately prior Qualified Bid (a "Subsequent Bid") and (ii) such Subsequent Bid or combination of Subsequent Bids is (A) for the first round, a higher or otherwise better offer than the Starting Bid, and (B) for subsequent rounds, a higher or otherwise better offer than the Leading Bid (as defined below). The Debtors, in consultation with the Consulting Professionals, may determine appropriate minimum bid increments or requirements for each round of bidding. In the event of a dispute relating to the conduct of the Auction, such dispute will be heard by the Court.

After the first round of bidding and between each subsequent round of bidding, the Debtors, in consultation with the Consulting Professionals, shall announce the bid or bids that they believe, to be the highest or otherwise best offer or combination of offers (the "Leading Bid").

A round of bidding will conclude after each participating Qualified Bidder has had the opportunity to submit a Subsequent Bid with full knowledge and written confirmation of the Leading Bid.

For the purpose of evaluating Subsequent Bids, the Debtors may require a Qualified Bidder submitting a Subsequent Bid to submit, as part of its Subsequent Bid, additional evidence (in the form of financial disclosure or credit-quality support information or enhancement acceptable to the Debtors) demonstrating such Qualified Bidder's ability to close the proposed transaction.

The Debtors shall maintain a transcript of all bids made and announced at the Auction, including the Starting Bid, all Subsequent Bid(s), the Leading Bid(s), the Alternate Bid (as defined below) and the Successful Bid (as defined below).

If the Debtors receive no more than one Qualified Bid (including the Stalking Horse Purchase Agreement) on or prior to the Bid Deadline the Debtors will cancel the Auction and seek approval of the Stalking Horse Purchase Agreement at the Sale Hearing. [The Debtors shall file a notice of such cancellation of the Auction on the Court's docket.](#)

5. Selection of Successful Bid

The Debtors, in consultation with the Consulting Professionals, reserve the right to (i) determine which Qualified Bid (or combination thereof) is the highest or otherwise best offer as well as the appropriate criteria for this business judgment and (ii) reject at any time prior to entry of a Court order approving an offer, without liability, any bid or offer that the Debtors deem to be (A) inadequate or insufficient, (B) not a Qualified Bid or not otherwise in conformity with the requirements of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (as amended), the Rules of Bankruptcy Practice and Procedure of the United States Court for the Southern District of New York, or procedures set forth therein or herein, (C) not sufficiently supported by the Debtors' stakeholders, (D) not consistent with the orderly winding up of the affairs of the Debtors in a manner that pays or settles all administrative expenses of the Debtors'

estates in full, (E) inappropriately difficult to value or compare to other bids or (F) contrary to the best interests of the Debtors and their estates. Any dispute regarding any of the matters set forth in this paragraph shall be resolved by the Court.

Prior to the conclusion of the Auction, the Debtors, in consultation with the Consulting Professionals, will: (i) review and evaluate each bid made at the Auction on the basis of financial and contractual terms and other factors relevant to the sale process, including those factors affecting the speed and certainty of consummating the transaction; (ii) identify the highest or otherwise best offer (the “Successful Bid”) for the Acquired Assets subject to the Auction; (iii) identify the next highest or otherwise best offer (the “Alternate Bid”) for Acquired Assets subject to the Auction; and (iv) notify all Qualified Bidders participating in the Auction, prior to its adjournment, of the identity of the party or parties that submitted the Successful Bids (the “Successful Bidder”), the amount and other material terms of the Successful Bid and the identity of the party or parties that submitted the Alternate Bid (the “Alternate Bidder”); provided, however, that the Debtors shall not identify or designate any Qualified Bid as the Successful Bid that does not provide for payment in full in cash of all claims arising under the Prepetition Credit Agreement.

The Debtors shall file notice of the identity of the Successful Bidder and the Alternate Bidder, and the amount of the Successful Bid and the Alternate Bid, with the Court within one business day following the conclusion of the Auction and shall use reasonable efforts to obtain Court approval of the Successful Bid and Alternate Bid. The Alternate Bid shall remain open, irrevocable and binding on the Alternate Bidder until consummation of the Successful Bid with the Successful Bidder; provided that if the Stalking Horse Bidder is selected as the Alternate Bidder it shall be required to serve as the Alternate Bidder only to the extent set forth in the Stalking Horse Purchase Agreement.

For the avoidance of doubt, the Debtors shall have no obligation to consummate the transactions contemplated by a Successful Bid or Alternate Bid until entry of an order approving such Successful Bid or Alternate Bid ~~and confirming the Plan~~ by the Court (the “Confirmation Sale Order”) in form and substance satisfactory to the Debtors in consultation with the Consulting Professionals and the Successful Bidder or Alternate Bidder, as applicable.

6. Bids by Secured Creditors

Any Qualified Bidder who has a valid and perfected lien on any assets of the Debtors’ estates and the right under applicable non-bankruptcy law to credit bid claims secured by such liens, including, for the avoidance of doubt, claims arising under the Prepetition Credit Agreement (collectively, the “Secured Parties”) shall be entitled to credit bid some or all of their claims at the Auction pursuant to section 363(k) of the Bankruptcy Code; provided that such credit bid is received by the Bid Deadline. No credit bid shall be permitted other than pursuant to a Qualified Bid by a Qualified Bidder. A credit bid shall not constitute a Qualified Bid if the bid does not (a) include a cash component sufficient to pay in full, in cash, (i) all claims for which there are valid, perfected, and unavoidable liens on any assets included in such bid that are senior in priority to those of the party seeking to credit bid (unless such senior lien holder consents to alternative treatment), (ii) all claims under the Prepetition Credit Agreement (except to the extent such claims constitute part of the credit bid) and (iii) the Stalking Horse Bid

Protections, (b) comply with the terms of the priority scheme contained in the Prepetition Credit Agreement and that certain Intercreditor Agreement, dated as of September 27, 2018 (as amended, restated or otherwise modified from time to time), by and among Garrett Motion Inc., Garrett LX I S.à r.l., Garrett LX II S.à r.l., Garrett LX III S.à r.l., Garrett Motion Sàrl (f/k/a Honeywell Technologies Sàrl), Garrett Borrowing LLC, the other Debtors and Grantors party thereto (as defined therein), JPMorgan Chase Bank, N.A., Deutsche Trustee Company Limited, Deutsche Bank AG, London Branch, the Intra-Group Lenders from time to time party thereto (as defined therein), Honeywell ASASCO 2, Inc., and each additional Representative from time to time party thereto (as defined therein); and (c) comply with section 363(k) of the Bankruptcy Code. A failure of a credit bid to comply with these Bid Procedures as approved by the Court, shall constitute cause to exclude such credit bid for purposes of section 363(k) of the Bankruptcy Code.

Any dispute concerning the ability of a Secured Party to submit a credit bid shall be resolved by the Court if the Debtors and such Secured Party cannot otherwise agree. All rights of the Secured Parties to object to the Debtors' selection of a Successful Bid or Alternate Bid, or to object to the consummation of the sale transaction represented by either such bid, are preserved, including, without limitation, any such rights under section 363(k) of the Bankruptcy Code. For the avoidance of doubt, subject to any challenge rights with respect to the claims under the Prepetition Credit Agreement, the Prepetition Agent (acting in accordance with the terms of the Prepetition Credit Agreement) shall be allowed, to the maximum extent permitted by section 363(k) of the Bankruptcy Code, to credit bid up to the full amount of all of the obligations under the Prepetition Credit Agreement.

To the extent any party submits a Qualified Bid ~~to participate at the Auction~~, such party shall cease to be a Consulting Professional and the Debtors shall establish reasonable procedures to prevent such party or its representatives from being privy to confidential information concerning the bids of other Potential Bidders for so long as such party remains a Potential Bidder. Any member of the Committee that submits a Bid shall not participate in any deliberations by the Committee with regards to the transactions contemplated by these Bid Procedures as a Consulting Professional.

7. The Sale Hearing

The Debtors intend to proceed with the sale of the Acquired Assets either pursuant to the Plan or a sale pursuant to section 363 of the Bankruptcy Code and will seek entry of the ~~Confirmation~~ Sale Order authorizing and approving, among other things, the sale of the Acquired Assets to the Successful Bidder at a hearing before the Court to be held on one or more dates and at such times to be determined by the Debtors and subject to the Court's availability (the "Sale Hearing"). If the Debtors determine to proceed with the sale of the Acquired Assets pursuant to the Plan, the Sale Order will also provide for confirmation of the Plan. The Sale Hearing may be accelerated or adjourned by the Debtors, in consultation with the Consulting Professionals, by an announcement of the accelerated or adjourned date at a hearing before the Court or by filing a notice on the Court's docket. If the Debtors do not receive any Qualified Bids (other than the Stalking Horse Purchase Agreement), the Debtors will report the same to the Court at the Sale Hearing and seek approval of the Stalking Horse Purchase Agreement. If the Debtors receive more than one Qualified Bid and an Auction is held, at the Sale Hearing, the

Debtors will seek approval of the offer constituting the Successful Bid and, at the Debtors' election, the offer constituting the Alternate Bid.

The Debtors' presentation to the Court of the Successful Bid and Alternate Bid will not constitute the Debtors' acceptance of such bids, which acceptance will only occur upon approval of such bids by the Court. Following approval of a sale to a Successful Bidder and an Alternate Bidder, if a Successful Bidder fails to consummate such sale because of (a) a failure of a condition precedent beyond the control of either the Debtors or the Successful Bidder upon which occurrence the Debtors have filed a notice with the Court advising of such failure or (b) a breach or failure to perform on the part of such Successful Bidder (such bidder, the "Breaching Bidder") upon which occurrence the Debtors have filed a notice with the Court advising of such breach or failure to perform, then the Alternate Bid will be deemed to be the Successful Bid for all purposes and the Debtors will be authorized, but not directed, to effectuate the sale to the Alternate Bidder subject to the terms of the Alternate Bid without further order of the Court. If such failure to consummate the sale is the result of a breach by the Breaching Bidder of its Successful Bid or any related purchase or sale agreement, the Debtors reserve the right to seek and pursue all available remedies against the Breaching Bidder, including retention of the Good Faith Deposit of the Breaching Bidder as liquidated damages, subject to the terms of the applicable purchase or sale agreement.

8. Highest or Otherwise Best Bid

Whenever these Bid Procedures refer to the highest or best offer or Qualified Bid, such determination shall take into account any factors the Debtors, in consultation with the Consulting Professionals, reasonably deem relevant to the value of the offer or Qualified Bid to the estates and may include, without limitation, the following: (i) the amount and nature of the consideration and the allocation of such consideration between the selling entities; (ii) any liabilities (including any liabilities associated with the Pension Plan) or employee, vendor or supplier relationships assumed and the benefits to the Debtors' estates of such assumption; (iii) the Acquired Assets the Qualified Bidder seeks to purchase and the available options for disposing of any Excluded Assets; (iv) the number, type and nature of any changes to the Stalking Horse Purchase Agreement requested by the Qualified Bidder; (v) the extent to which such modifications are likely to delay closing of the sale of the Acquired Assets and the cost to the Debtors of such modification or delay; (vi) the likelihood of the Qualified Bidder being able to close the proposed transaction and the timing thereof, including taking into account any regulatory approvals and the cost of funds for the Debtors and their stakeholders; (vii) the reputation of the Qualified Bidder; (viii) any potential "know your customer" implications; (ix) the relative complexity of any transaction and the costs of executing such transaction and any related transactions it may require in the future; (x) the milestones, covenants and events of default arising under the Debtors' debtor-in-possession financing facility and the availability and cost of any necessary modifications; (xi) to the extent a transaction settles or otherwise avoids litigation claims by or against the Debtors' estates, the estimated likelihood of recovery on such claims, the costs of pursuing claims and the benefit of avoiding unnecessary litigation, together with all other factors that may be considered by the Debtors in assessing a settlement under rule 9019 of the Federal Rules of Bankruptcy Procedure; (xii) any additional administrative or prepetition claims likely to be created by such bid in relation to other bids, including the

requirement to pay the Stalking Horse Bid Protections; and (xii) the net benefit to the Debtors' estates.

9. Return of Good Faith Deposit

The Good Faith Deposits of each Qualified Bidder will be held in escrow by the Debtors and while held in escrow will not become property of the Debtors' bankruptcy estates unless released from escrow pursuant to terms of the applicable escrow agreement, as set forth herein or pursuant to further order of the Court. The Good Faith Deposits for each Qualified Bidder (other than the Successful Bidder and the Alternate Bidder) shall be returned on the date that is four business days after the applicable Auction, or as soon as is reasonably practicable thereafter.

The Debtors will retain the Good Faith Deposits of the Successful Bidder and the Alternate Bidder until the closing of the applicable sales transaction unless otherwise ordered by the Court. At the closing contemplated by the Successful Bid, the Good Faith Deposit of the Successful Bidder shall be credited against the Purchase Price except as otherwise provided in any agreement with respect to the sale approved by the Court. The Good Faith Deposit of the Alternate Bidder will be released by the Debtors no later than four business days after the closing of the Successful Bid (or, if the Stalking Horse Bidder is selected as the Alternate Bidder, no later than the Back-up Termination Date (as defined in the Stalking Horse Purchase Agreement)). Upon the return of the Good Faith Deposits, their respective owners will receive any and all interest that has accrued thereon; provided that the Debtors shall not have any obligation to return the Good Faith Deposit deposited by a Breaching Bidder if the failure to consummate a sale is the result of a breach by such Breaching Bidder, which amount shall be paid to the Debtors by the escrow agent as liquidated damages, in addition to any and all rights, remedies or causes of action that may be available to the Debtors.

10. As Is, Where Is

The sale of Acquired Assets pursuant to these Bid Procedures shall be on an "as is, where is" basis and without representations or warranties of any kind, nature or description by the Debtors, their agents or their estates except as provided in any agreement with respect to the sale approved by the Court.

11. Free and Clear of Any and All Interests

Except as provided in any agreement with respect to the sale approved by the Court, upon entry of the ~~Confirmation~~Sale Order, all of the Debtors' right, title and interest in and to the Acquired Assets subject thereto shall be sold free and clear of any pledges, liens, security interests, encumbrances, claims, charges, options and interests thereon (collectively, the "Interests") to the maximum extent permitted by sections 363, 1123 and/or 1141 of the Bankruptcy Code, as applicable, with such Interests to attach to the net proceeds of the sale with the same validity and priority as such Interests applied against the Acquired Assets purchased pursuant to these procedures.

12. Reservation of Rights; Fiduciary Duties

The Debtors, in consultation with the Consulting Professionals, reserve their rights to change or extend the deadlines set forth in these Bid Procedures, modify bidding increments, adjourn or cancel the Auction, withdraw from the Auction any or all of the Acquired Assets at any time prior to or during the Auction, cancel the sale process or Auction or, if the Debtors determine that it will better promote the goals of the bidding process and discharge the Debtors' fiduciary duties and not be inconsistent in any material respect with any Court order, modify these Bid Procedures or impose, at or prior to the Auction, additional customary terms and conditions on the sale of the Acquired Assets. [The Debtors, in consultation with the Consulting Professionals, also reserve their rights, to pursue an alternative transaction to be consummated through an alternative chapter 11 plan, whether as part of a sale of the Acquired Assets or otherwise, and to make any modifications to these Bid Procedures necessary to facilitate the consummation of such an alternative transaction.](#) The Debtors, in consultation with the Consulting Professionals, also reserve their rights to accelerate or adjourn the Sale Hearing by an announcement of the adjourned date at a hearing before the Court or by filing a notice on the Court's docket.

Notwithstanding anything to the contrary contained herein, nothing in these Bid Procedures will prevent the Debtors from exercising their respective fiduciary duties under applicable law.

EXHIBIT A

Stalking Horse Purchase Agreement

EXHIBIT 2

Sale Notice

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

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

**NOTICE OF (I) SOLICITATION OF BIDS, (II) PROPOSED SALE OF DEBTORS’
ASSETS FREE AND CLEAR OF ALL CLAIMS AND INTERESTS,
(III) AUCTION AND SALE HEARING, ~~AND (IV) ASSUMPTION~~ RELATED RELIEF
AND DATES
~~ASSIGNMENT PROCEDURES AND (V) RELATED RELIEF AND DATES~~**

PLEASE TAKE NOTICE that on September 20, 2020, Garrett Motion Inc. (“Garrett Motion”) and certain of its affiliated debtors and debtors-in-possession (together with Garrett Motion, the “Debtors”) each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of New York (the “Court”).

PLEASE TAKE FURTHER NOTICE that the Debtors have executed a Share and Asset Purchase Agreement dated as of September 20, 2020, by and among certain of the Debtors and AMP U.S. Holdings, LLC and AMP Intermediate B.V. (together, the “Stalking Horse Bidder”) for the purchase of the Acquired Assets (the “Stalking Horse Purchase Agreement”). The Stalking Horse Purchase Agreement is subject to higher or otherwise better offers submitted in accordance with the terms and provisions of the Bid Procedures.

PLEASE TAKE FURTHER NOTICE that on September 20, 2020, the Debtors filed the *Debtors’ Motion for One or More Orders (A) Authorizing and Approving Bid Procedures, (B) Authorizing and Approving the Stalking Horse Bid Protections, (C) Scheduling a Sale Hearing,*

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, ~~for which the Debtors have requested joint administration~~ 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.

(D) Authorizing and Approving Assumption and Assignment Procedures,² (E) Approving Notice Procedures and (F) Granting Other Relief (the “Motion”)³ with the Court seeking entry of orders, among other things, (i) scheduling an auction (the “Auction”) for, and a hearing to approve, the sale of substantially all of the Debtors’ assets (the “Acquired Assets”) free and clear of liens, claims, interests and encumbrances and (ii) authorizing the assumption and assignment of executory contracts and unexpired leases.

PLEASE TAKE FURTHER NOTICE that on _____, 2020, the Court entered an order (the “Bid Procedures Order”) approving certain Bid Procedures (the “Bid Procedures”) attached as Exhibit 1 to the Bid Procedures Order, which establish the key dates and times related to the Sale and the Auction. All interested bidders should carefully read the Bid Procedures Order and the Bid Procedures in their entirety.⁴

CONTACT PERSONS FOR PARTIES INTERESTED IN SUBMITTING A BID

The Bid Procedures set forth requirements for submitting a Qualified Bid (as defined below), and any person interested in making an offer to purchase the Acquired Assets must comply strictly with the Bid Procedures. Only Qualified Bids will be considered by the Debtors, in accordance with the Bid Procedures.

Any interested bidder should contact, as soon as practical:

Morgan Stanley & Co. LLC

Attn:

Regina Savage

Managing Director

(312) 706-4442

Regina.Savage@morganstanley.com

Christopher Lee

Managing Director

(212) 761-7606

Christopher.R.Lee@morganstanley.com

Kristin Zimmerman

Managing Director

(212) 761-4473

Kirstin.Zimmerman@morganstanley.com

² [A revised proposed order was filed with respect to the Motion on October \[19\], 2020 which deferred seeking approval of the relief sought in the Motion with respect to the proposed Assumption and Assignment Procedures from the Bid Procedures Order \(as defined below\).](#)

³ All capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Motion.

⁴ To the extent of any inconsistencies between the Bid Procedures and the summary descriptions of the Bid Procedures in this notice, the Bid Procedures shall control in all respects.

IMPORTANT DATES AND DEADLINES⁵

- Bid Deadlines.** Potential Bidders must submit a non-binding indication of interest (a “Preliminary Bid”) not later than **12:00 p.m. (prevailing Eastern Time) on ~~October 30~~November 20, 2020** (the “IOI Deadline”). In order to participate in the Auction, a Potential Bidder shall deliver the Required Bid Documents in electronic format so as to be received not later than **12:00 p.m. (prevailing Eastern Time) on ~~November 16~~December 7, 2020** (the “Bid Deadline”), to Morgan Stanley & Co. LLC; provided that, at any time following the IOI Deadline and after consultation with the Consulting Professionals, the Debtors may, in their reasonable business judgment and upon reasonable notice to the Potential Bidders, establish a different Bid Deadline without further order of the Court; and provided, further, that, after consultation with the Consulting Professionals, the Debtors may extend the IOI Deadline for one or more Potential Bidders upon request and the Bid Deadline without further order of the Court. If the Debtors extend the IOI Deadline or the Bid Deadline, or establish a different Bid Deadline, the Debtors will promptly notify all Potential Bidders of such revised deadline and file a notice of such extension on the Court’s docket. A bidder will be deemed a “Qualified Bidder” and a bid will constitute a “Qualified Bid” only if the Debtors confirm that the bid includes all of the Required Bid Documents and meets all of the other requirements of the Bid Procedures , each as may be reasonably modified or waived by the Debtors, in consultation with the Consulting Professionals. The Stalking Horse Bidder is a Qualified Bidder, and the Stalking Horse Purchase Agreement is a Qualified Bid.
- Auction.** In the event the Debtors timely receive, two or more Qualified Bids, the Debtors are authorized to conduct the Auction in accordance with the Bid Procedures. If the Auction is conducted, each Qualified Bidder participating in the Auction shall be required to confirm that it has not engaged in any collusion with respect to the bidding process or the sale. The Court will not consider bids made after the Auction has closed. The Auction shall be in accordance with the Bid Procedures and upon notice to all Qualified Bidders who have submitted Qualified Bids. The Auction, if held, shall be conducted at the offices of Sullivan & Cromwell LLP located at 125 Broad Street, New York, New York (or, if the Debtors so determine, virtually), at a time no later than **~~November 24~~December 18, 2020**, which date and time shall be timely communicated to all Qualified Bidders entitled to attend the Auction. Each Qualified Bidder participating in the Auction shall appear in person, virtually or telephonically at the Auction or through a duly authorized representative. If the Debtors do not receive any Qualified Bids on or prior to the Bid Deadline with respect to any Acquired Assets, other than the Stalking Horse Purchase Agreement, the Debtors are authorized to cancel the Auction and seek approval at the Sale Hearing of the sale of the Acquired Assets to the Stalking Horse Bidder, in accordance with the terms of the Stalking Horse Purchase Agreement. The

⁵ The following dates and deadlines may be extended by the Debtors or the Court pursuant to the terms of the Bid Procedures and the Bid Procedures Order.

Debtors shall file notices of the Auction Date, any modifications thereto and any cancellation of the Auction, as applicable, on the Court's docket.

3. **Sale Hearing.** The Debtors intend to proceed with the sale of the Acquired Assets either pursuant to a plan of reorganization (the "Plan") or a sale pursuant to section 363 of the Bankruptcy Code and will seek entry of an order authorizing and approving, among other things, the sale of the Acquired Assets ~~together with confirmation of the Plan (the "Confirmation" (the "Sale Order"))~~ at a hearing before the Court to be held on _____, **2020 at _____ .m. (prevailing Eastern Time)**, or such other date and time as determined by the Debtors (the "Sale Hearing"). If the Debtors determine to proceed with the sale of the Acquired Assets pursuant to the Plan, the Sale Order will also provide for confirmation of the Plan. The Sale Hearing may be accelerated or adjourned by the Debtors by an announcement of the adjourned date at a hearing before the Court or by filing a notice on the Court's docket. If the Debtors do not receive any Qualified Bids (other than the Stalking Horse Purchase Agreement), the Debtors will report the same to the Court at the Sale Hearing and seek approval of the Stalking Horse Purchase Agreement. If the Debtors receive more than one Qualified Bid and an Auction is held, at the Sale Hearing, the Debtors will seek approval of the offer constituting the Successful Bid and, at the Debtors' election, the offer or offers constituting the Alternate Bid.

4. **Sale Objection Deadline.** Responses or objections (the "Objections") to the proposed sale of the Acquired Assets ~~or the proposed assumption and assignment of Assumed Contracts (as defined below)~~ must be filed and served not less than seven days before the date set for the Sale Hearing (the "Sale Objection Deadline") on the Objection Notice Parties (as defined below). The Debtors may extend the Sale Objection Deadline one or more times without further notice.

PLEASE TAKE FURTHER NOTICE that the Debtors reserve the right to, in their reasonable business judgment, modify the Bid Procedures at any time, including, without limitation, to extend deadlines and proposed dates set forth therein, including accelerating or extending the Bid Deadline, modifying the dates of the Auction, and adjourning and/or rescheduling the Sale Hearing. This Notice is subject to the fuller terms and conditions set forth in the Bid Procedures Order and the Bid Procedures.

PLEASE TAKE FURTHER NOTICE that the Acquired Assets are to be sold free and clear of any and all liens, claims, encumbrances and other interests pursuant to section 1123 of the Bankruptcy Code.

PLEASE TAKE FURTHER NOTICE that due to the COVID-19 pandemic and in accordance with the Court's General Order M-543, dated March 20, 2020, the Sale Hearing will only be conducted telephonically. Parties should not appear in person and those wishing to participate in the Sale Hearing must make arrangements through Court Solutions LLC. Instructions to register for Court Solutions LLC are attached to the Court's General Order M-543, a copy of which is attached hereto as Exhibit A.

PLEASE TAKE FURTHER NOTICE that Objections, if any, to the sale of the Acquired Assets shall (a) be in writing, (b) state, with specificity, the legal and factual bases thereof, (c) be filed with the Court by no later than the Sale Objection Deadline at **4:00 p.m. (prevailing Eastern Time)** and (d) comply with the terms of the Bankruptcy Rules, Local Rules and General Order M-399, and be served upon each of the following: (i) the Honorable ~~[*]~~ [Michael E. Wiles](#), United States Bankruptcy Judge; (ii) the Debtors; (iii) proposed counsel to the Debtors, Sullivan & Cromwell LLP, 125 Broad Street, New York, New York 10004, Attn: Noam R. Weiss; (iv) counsel to JPMorgan Chase Bank, N.A., as administrative agent under the Prepetition Credit Agreement, 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); (v) 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); (vi) counsel to the Stalking Horse Bidder, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, NY 10017, Attn: Brian M. Resnick (brian.resnick@davisplk.com) and Joshua Y. Sturm (joshua.sturm@davispolk.com); (vii) counsel to the ad hoc group of lenders under the Prepetition Credit Agreement, 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), (viii) 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); (ix) ~~any statutory~~ [counsel to the official committee of unsecured creditors](#) appointed in these Chapter 11 Cases; [White & Case LLP, 1221 Avenue of the Americas, New York, NY 10020, Attn: Brian Pfeiffer \(brian.pfeiffer@whitecase.com\)](#); (x) the U.S. Trustee; and (xi) all parties requesting notice in these Chapter 11 Cases pursuant to Bankruptcy Rule 2002 (collectively, the “Objection Notice Parties”) so as to be actually received no later than the Sale Objection Deadline.

PLEASE TAKE FURTHER NOTICE that only those Objections that are timely filed, served and received will be considered at the Sale Hearing. **Any party failing to timely file and serve an Objection on or before the Sale Objection Deadline in accordance with this Notice shall be forever barred from asserting any objection to the Motion, including with respect to the sale of the Debtors’ assets free and clear of all liens, claims, encumbrances and other interests.**

~~**PLEASE TAKE FURTHER NOTICE** that in accordance with the Plan and Sections 365 and 1123 of the Bankruptcy Code, all executory contracts and unexpired leases to which the Debtors are parties shall be deemed designated for assumption, or assumption and assignment, by the Debtors (the “Assumed Contracts”), unless such contract or lease (i) is designated for rejection on Exhibit B hereto or in a plan supplement filed with the Court by the Debtors on or before the Confirmation Date; (ii) was previously assumed or rejected by the Debtors pursuant to an order of the Court; (iii) previously expired or terminated pursuant to its own terms or by agreement of the parties thereto; or (iv) is the subject of a motion to reject filed by the Debtors on or before the Confirmation Date.~~

~~PLEASE TAKE FURTHER NOTICE~~ that service of this Sale Notice shall not constitute an admission that an Assumed Contract is an executory contract or unexpired lease of real property, and shall not require the Debtors to assume, or assume and assign such Assumed Contract.

~~PLEASE TAKE FURTHER NOTICE~~ that any monetary amounts by which any Assumed Contract under the Plan is in default (a "Cure Amount") shall be satisfied, under section 365(b)(1) of the Bankruptcy Code, by the reorganized Debtors or the Successful Bidder, as applicable, on the effective date of the Plan or in the ordinary course of business prior to the closing of the sale of the Acquired Assets, in each case as contemplated by the Plan. If a counterparty to any Assumed Contract (a "Counterparty") believes that any Cure Amount is due by the Debtors in connection with the assumption or assignment of its contract or unexpired lease, it must assert such Cure Amount against the Debtors or the Successful Bidder, as applicable, in the ordinary course of business.

~~PLEASE TAKE FURTHER NOTICE~~ that Objections, if any, to (a) the assumption, or assumption and assignment, of the Assumed Contracts, (b) the adequate assurance of future performance or (c) whether applicable law excuses a Counterparty from accepting performance by, or rendering performance to, the reorganized Debtors or the Successful Bidder, as applicable, (the "Contract Objections") must (i) be in writing; (ii) state with specificity the legal and factual bases thereof, and, if disputed, the alleged Cure Amount and any and all defaults that must be cured or satisfied in order for such Assumed Contract to be assumed or assumed and assigned (with appropriate documentation in support thereof); (iii) comply with the terms of the Assumption and Assignment Procedures, the Bankruptcy Rules and the Local Rules; and (iv) be filed with the Court and properly served on the Objection Notice Parties so as to be actually received no later than the Sale Objection Deadline.

~~IF YOU ARE RECEIVING THIS NOTICE YOU MAY BE A COUNTERPARTY TO AN ASSUMED CONTRACT.~~

~~IF YOU AGREE WITH THE ASSUMPTION, OR ASSUMPTION AND ASSIGNMENT, OF YOUR CONTRACT(S) YOU ARE NOT REQUIRED TO TAKE ANY FURTHER ACTION.~~

~~IF YOU DISAGREE WITH THE ASSUMPTION, OR ASSUMPTION AND ASSIGNMENT, OF YOUR CONTRACT(S) OR BELIEVE THAT ANY CURE AMOUNT IS DUE BY THE DEBTORS IN CONNECTION WITH THE ASSUMPTION, OR ASSUMPTION AND ASSIGNMENT, OF YOUR CONTRACT, YOU MAY OBJECT TO THE ASSUMPTION, OR ASSUMPTION AND ASSIGNMENT, AND/OR MUST ASSERT ANY CURE AMOUNT AGAINST THE DEBTORS OR THE SUCCESSFUL BIDDER.~~

~~PLEASE TAKE FURTHER NOTICE~~ that if no Contract Objection is timely received with respect to an Assumed Contract, (a) ~~the Counterparty to that Assumed Contract shall be deemed to have assented to~~ (i) the assumption, or assumption and assignment, as applicable, of such Assumed Contract, (ii) the date of such assumption, and (iii) the satisfaction of the requirement under section 365(b)(1)(C) of the Bankruptcy Code of the Debtors to provide adequate assurance of future performance under such Assumed

~~Contract, and (b) shall be forever barred from asserting any objection to the assumption or assumption and assignment of such Assumed Contract at the Sale Hearing.~~

~~PLEASE TAKE FURTHER NOTICE that if a Contract Objection is timely filed and properly served in accordance with the procedures herein, the Debtors and the Counterparty shall meet and confer in good faith to attempt to resolve any such objection without Court intervention. If the parties determine that the Contract Objection cannot be resolved in a timely manner without Court intervention, the Court shall make all necessary determinations relating to such Contract Objection at the applicable Contract Hearing (as defined below).~~

~~PLEASE TAKE FURTHER NOTICE that a hearing with respect to Contract Objections shall be held at the Sale Hearing or at such other earlier or later date prior to the closing of the sale of the Acquired Assets as the Court may designate (the “Contract Hearing”). Any Assumed Contract that is the subject of a Contract Objection may or may not be assumed or assumed and assigned prior to the resolution of such objection. If a Contract Objection relates solely to the proposed Cure Amount, the Debtors may pay the undisputed portion of such Cure Amount and place the disputed amount in a segregated account pending further order of the Court or mutual agreement of the parties. So long as such disputed amounts are held in such segregated account, the Debtors may assume or assume and assign such Assumed Contract.~~

~~PLEASE TAKE FURTHER NOTICE that entry of the Confirmation Order (or any other Order approving the sale of the Acquired Assets) by the Court shall constitute approval of the assumptions, assumptions and assignments, or rejections provided for in the Plan pursuant to sections 365(a) and 1123 of the Bankruptcy Code and a determination by the Court that the Debtors have provided adequate assurance of future performance under such assumed or assumed and assigned executory contracts and unexpired leases. Each executory contract and unexpired lease assumed or assumed and assigned pursuant to the Plan shall vest in and be enforceable by the reorganized Debtors or the Successful Bidder, as applicable, in accordance with its terms, except as modified by the provisions of the Plan, any order of the Court authorizing and providing for its assumption, or assumption and assignment, or applicable law. Absent the closing of the sale of the Acquired Assets, the Assumed Contracts shall not be deemed assumed or assumed and assigned, and shall in all respects be subject to further administration under the Bankruptcy Code.~~

PLEASE TAKE FURTHER NOTICE that this Notice is subject to the fuller terms and conditions of the Motion and the Bid Procedures Order, with such Bid Procedures Order controlling in the event of any conflict, and the Debtors encourage parties-in-interest to review such documents in their entirety. Copies of the Motion, the Bid Procedures and the Bid Procedures Order, as well as all related exhibits, including all other documents filed with the Court, are available (i) from the website of the Debtors’ proposed claims and noticing agent, Kurtzman Carson Consultants (“KCC”), at <http://www.kccllc.net/garrettmotion> and (ii) on the Court’s electronic docket for the Chapter 11 Cases at <https://ecf.nysb.uscourts.gov/> (a PACER login and password are required and can be obtained through the PACER Service Center at www.pacer.psc.uscourts.gov). In addition, copies of the Motion may be requested from KCC at (866) 812-2297 (U.S./Canada), (781) 575-4050 (International) or +800 3742 6170 (International Toll Free).

Dated: ____, 2020
New York, New York

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Benjamin S. Beller
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Proposed Counsel to the Debtors

Exhibit A

General Order M-543

Exhibit B

~~List of Debtor Contracts Designated for Rejection~~