

**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	

FINAL ORDER (I) AUTHORIZING, BUT NOT DIRECTING, THE DEBTORS TO (A) CONTINUE TO USE THEIR CASH MANAGEMENT SYSTEM, INCLUDING EXISTING BANK ACCOUNTS, (B) PAY OR HONOR CERTAIN PREPETITION OBLIGATIONS RELATED THERETO AND (C) MAINTAIN EXISTING BUSINESS FORMS, (II) AUTHORIZING INTERCOMPANY TRANSACTIONS, (III) EXTENDING THE TIME TO COMPLY WITH THE REQUIREMENTS OF SECTION 345(B) AND (IV) GRANTING RELATED RELIEF

Upon the motion (the “Motion”)² of Garrett Motion, Inc. and certain of its affiliated debtors and debtors-in-possession (collectively, the “Debtors”) for entry of an order (this “Final Order”) (a) authorizing, but not directing, the Debtors, in their sole discretion, to (i) continue to use their Cash Management System, including existing Debtor Bank Accounts, (ii) pay or honor certain prepetition obligations related thereto and (iii) continue using existing Business Forms; (b) (i) authorizing, but not directing, the Debtors to continue to perform Intercompany Transactions with each other and with Non-Debtors on a postpetition basis in the

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



ordinary course of business and consistent with historical practice and (ii) according administrative expense priority status to postpetition intercompany transactions; (c) waiving the requirements of section 345(b) of the Bankruptcy Code to the extent such requirements are inconsistent with the Debtors' current practices and (d) granting certain related relief; and this Court having entered the *Interim Order (I) Authorizing, But Not Directing, the Debtors to (A) Continue to Use Their Cash Management System, Including Existing Bank Accounts, (B) Pay or Honor Certain Prepetition Obligations Related Thereto and (C) Maintain Existing Business Forms; (II) Authorizing Intercompany Transactions; (III) Waiving the Requirements of Section 345(b) and (IV) Granting Related Relief [D.I. 53]* and the *Second Interim Order (I) Authorizing, But Not Directing, the Debtors to (A) Continue to Use Their Cash Management System, Including Existing Bank Accounts, (B) Pay or Honor Certain Prepetition Obligations Related Thereto and (C) Maintain Existing Business Forms; (II) Authorizing Intercompany Transactions; (III) Waiving the Requirements of Section 345(b) and (IV) Granting Related Relief [D.I. 72]*; and 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 of the United States Bankruptcy Court for the Southern District of New York (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 or overruled on the merits; and a 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;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. The Debtors are (a) authorized, but not directed, in the reasonable exercise of their business judgment, to: (i) continue operating the Cash Management System, (ii) pay or honor their prepetition obligations related thereto and (iii) continue using their existing Business Forms; and (b) authorized, but not directed, to continue to perform Intercompany Transactions with each other and with Non-Debtors on a postpetition basis in the ordinary course of business and consistent with historical practice subject to the terms and limitations of this Order and such postpetition Intercompany Transactions shall be accorded superpriority administrative expense priority status; *provided, however*, that any claims related to such Intercompany Transactions shall be subordinate to the DIP Superpriority Claims, 507(b) Claims, and Noteholders 507(b) Claims (each as defined in the *Interim Order (I) Authorizing Debtors to (A) Obtain Postpetition Financing and (B) Use Cash Collateral, (II) Granting Liens and Providing Claims with Superpriority Administrative Expense Status, (III) Granting Adequate Protection to the Prepetition Secured Parties, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing and (VI) Granting Related Relief* [D.I. 169] or in a final order of the Court with respect to such postpetition financing (such interim order or final order, the “DIP Order”).
3. The Debtors are authorized, but not directed, in the reasonable exercise of their business judgment to: (a) continue to use, with the same account numbers, the Debtor bank

accounts in existence as of the Petition Date and any new bank accounts opened by the Debtors after the Petition Date (collectively, the “Debtor Bank Accounts”), including those accounts identified on Exhibit I hereto; (b) treat the Debtor Bank Accounts for all purposes as accounts of the Debtors as debtors-in-possession and to maintain and continue to use such accounts in the same manner with the same account numbers, styles and document forms as those employed prior to the Petition Date; (c) deposit funds in and withdraw funds from the Debtor Bank Accounts by all usual means, including checks, wire transfers, ACH transfers and other debits; (d) pay the Prepetition Bank Fees, in addition to any other reasonable Bank Fees for prepetition transactions that are charged postpetition; (e) pay any ordinary course Bank Fees incurred in connection with the Debtor Bank Accounts and any related cash management, treasury and accounting services, and to otherwise perform their obligations under any and all documents and agreements governing the Debtor Bank Accounts and related cash management, treasury and accounting services, irrespective of whether such fees arose prior to or after the Petition Date; and (f) otherwise perform their obligations under the documents governing the Debtor Bank Accounts.

4. The Debtors are authorized, but not directed, to pay to UniCredit the total amount of prepetition UniCredit Obligations within three (3) business days of entry of the Interim Order, subject to UniCredit's agreement to continue the Supply Chain Financing Arrangement on a postpetition basis on the same terms as those in place prepetition, continue the Supply Chain Financing Arrangement on a postpetition basis in the ordinary course of business in accordance with the terms of the Buyer Agreement, secure any postpetition UniCredit Obligations by cash collateral held by UniCredit (with such cash collateral to be released upon the earliest of (i) the effectiveness of a plan of reorganization with respect to the Debtors or (ii)

the termination of the Supply Chain Financing Agreement in accordance with its terms) and make payments or otherwise satisfy any postpetition UniCredit Obligations arising under the Supply Chain Financing Arrangement. UniCredit may rely on the representations of the Debtors with respect to their use of the Supply Chain Financing Arrangement pursuant to the Buyer Agreement, and UniCredit shall not have any liability to any party for relying on such representations by the Debtors as provided for herein. In the event that the Debtors fail to make any timely payment to UniCredit in respect of the Supply Chain Financing Arrangement during the duration of this Final Order, UniCredit is authorized, in its discretion, to terminate the Supply Chain Financing Arrangement and/or seek payment for the amount of any unpaid UniCredit Obligations without further order of the Court; *provided, however*, that any such termination must be consistent with the terms and provisions of the Buyer Agreement. To the extent necessary, UniCredit is hereby granted relief from the stay imposed under Bankruptcy Code section 362 for purposes of this paragraph 4. The Debtors and Unicredit each reserve all rights and remedies under the Supply Chain Financing Arrangement, without waiver.

5. GMS is authorized, but not directed, on a final basis, to continue the BNPP Factoring Arrangement (including the Factoring Account, the Collection Account and the Guarantee Fund) in the ordinary course of business in accordance with the terms of the Factoring Agreement and to honor all past and future obligations arising under the BNPP Factoring Arrangement, including, for the avoidance of doubt, with respect to the Repurchase Right and the Indemnification Obligation; *provided, however*, that the Factoring Agreement is hereby amended as follows (and may be further modified by the parties from time to time upon consultation of the Committee's advisors): (i) the German Sub-Facility is terminated, (ii) the maximum amount of Eligible Receivables that GMS may sell to BNPP Factor under the

Factoring Agreement is capped at €65 million (as may be further modified from time to time in accordance with the Factoring Agreement), (iii) the amount of the Guarantee Fund shall be 10% (as may be further modified from time to time in accordance with the Factoring Agreement), (iv) the factoring fee rate applied to the Eligible Receivables shall be increased in accordance with the Factoring Agreement (as may be further modified from time to time in accordance with the Factoring Agreement), (v) all customers that do not already pay invoices for purchased Eligible Receivables to the Collection Account shall agree in writing to pay such invoices to the Collection Account and (vi) GMS' mandate to collect purchased Eligible Receivables in the name and on behalf of BNPP Factor is terminated. BNPP Factor is authorized to take any and all actions necessary to collect the purchased Eligible Receivables (including directly contacting account debtors) without further order of the Court. On an interim basis, BNPP Factor may rely on the representations of GMS with respect to its use of the BNPP Factoring Arrangement, and BNPP Factor shall not have any liability to any party for relying on such representations by GMS as provided for herein. In the event that GMS fails to make any timely payment to BNPP Factor in respect of the obligations under the BNPP Factoring Arrangement pursuant to the Factoring Agreement or any other automatic termination event under the Factoring Agreement shall occur during the duration of this Final Order (other than as a result of the commencement of these Chapter 11 Cases), BNPP Factor is authorized, in its discretion, to terminate the BNPP Factoring Arrangement and/or seek payment for the amount of any unpaid obligations under the BNPP Factoring Arrangement without further order of the Court; *provided, however*, that (i) any such termination must be consistent with the terms and provisions of the Factoring Agreement or (ii) BNPP Factor or GMS may terminate the Factoring Agreement at any time by serving a three (3) month prior notice in accordance with the terms of the Factoring Agreement. To the extent

necessary, BNPP Factor is hereby granted relief from the stay imposed under Bankruptcy Code section 362 for purposes of this paragraph 5. The Debtors and BNPP Factor each reserve all rights and remedies under the Factoring Agreement, without waiver. GMS' obligations and liabilities arising under the Factoring Agreement (including, without limitation, with respect to the Repurchase Right and the Indemnification Obligation) shall have administrative expense priority status under section 503(b) of the Bankruptcy Code.

6. The Debtors are authorized, but not directed, to continue to use the Card Program in the ordinary course of business in accordance with the terms of the Card Agreement³, to honor all past and future Card Obligations arising under the Card Program and to make timely payments on account of charges that were made under the Card Program prior to the Petition Date. The Debtors are further authorized to continue to use the Card Program under the Card Agreement.

7. The Debtors are authorized, but not directed, to continue to use the P-Notes Program in the ordinary course of business, to honor all past and future P-Notes Obligations arising under the P-Notes Program and to make timely payments on account of P-Notes that were issued under the P-Notes Program prior to the Petition Date. Any material change to terms of the P-Notes Program shall require consultation with the Committee's advisors.

8. The Debtors are authorized, but not directed, to continue using in their present forms, the Business Forms as well as checks and other documents related to the Debtor Bank Accounts existing immediately before the Petition Date and shall ensure that, once depleted, any newly issued Business Form or check shall have the designation "Debtor-in-

³ The term "Card Agreement," as used in this Final Order, means, collectively, the existing agreements between the Debtors and Citibank N.A. in respect of the Card Program.

Possession” clearly labeled with the corresponding chapter 11 case number on all such Business Forms and checks.

9. The Cash Management Banks are authorized to permit the Debtors to continue to use the Cash Management System currently in place, as such Cash Management System is more fully described in the Motion, and manage the Debtors’ cash in a manner consistent with the Debtors’ prepetition practices. Such Cash Management Banks are hereby authorized, but not directed, to continue to maintain, service and administer all of the Debtor Bank Accounts as accounts of the Debtors as debtors-in-possession without interruption and in the ordinary course of business in a manner consistent with any agreements between the Cash Management Banks and the Debtors that existed prior to and as of the Petition Date, and to receive, process, honor and pay any and all checks, drafts, wires, ACH transfers, credit card payments, other electronic transfer requests and other items which originated (a) prepetition and were presented prepetition but honored postpetition, (b) prepetition but presented to the Cash Management Banks for payment on a postpetition basis, and (c) postpetition and are presented to the Cash Management Banks for payment on a postpetition basis; *provided, however*, the Debtors may provide the Cash Management Banks specific instructions to dishonor or refuse to pay particular prepetition checks, drafts and other items presented for payment against the Debtor Bank Accounts, subject to the normal procedures, fees and charges set forth in the account agreements relating to the Debtor Bank Accounts, and the Cash Management Banks shall use commercially reasonable efforts to comply with all such specific instructions.

10. The Debtors’ credit card processors are authorized to process payments in the ordinary course of business, including the netting out of any fees and/or chargebacks arising before, on or after the Petition Date.

11. The Debtors and each Cash Management Bank are hereby authorized to continue to perform pursuant to the terms of any prepetition cash management agreements that may exist between them, except to the extent otherwise directed by the terms of this Final Order and except as amended, modified, or supplemented by any agreement between the Debtors and such Cash Management Bank. The parties to such agreements shall continue to enjoy the rights and remedies afforded them under such agreements, except to the extent expressly modified by the terms of this Final Order or by operation of the Bankruptcy Code.

12. The Cash Management Banks participating in the Cash Management System shall not be liable to the Debtors, their estates or their creditors for honoring or dishonoring a prepetition or postpetition check or other item drawn on any of the Debtor Bank Accounts as a result of this Final Order or at the direction of the Debtors. None of the Cash Management Banks shall have any liability to any person for good faith error made despite implementation of reasonable item handling procedures, including, without limitation, any inadvertent dishonoring of any payment or other disbursement directed to be made by the Debtors. None of the Cash Management Banks shall be responsible for monitoring, or liable to any person for honoring, any payment or other transfer made or directed by any of the Debtors in contravention of the terms of this Final Order, any interim or final cash collateral orders entered with respect to the Debtors, or any other order of the Court.

13. The Debtors shall maintain accurate and detailed records of all transfers and transactions, including Intercompany Transactions, within the Cash Management System such that all postpetition transfers and transactions are adequately and promptly documented in, and readily ascertainable from, and traced and recorded properly on, their books and records. The Debtors shall provide reasonable access to such records and promptly provide (i) a monthly

summary of any post-petition Intercompany Transactions from Debtors to Non-Debtors, (ii) the month-end intercompany balances between and among Debtors and Non-Debtors, and (iii) a weekly summary of any postpetition intercompany cash transfers from Debtors to Non-Debtors in an amount in excess of \$15,000,000 per transaction, in each case on an entity-by-entity basis to (a) the advisors to the ad hoc group of lenders under the Debtors' prepetition credit facility, Gibson, Dunn & Crutcher LLP and PJT Partners, Inc. (the "Ad Hoc Group Advisors"), (b) counsel to the stalking horse bidder, Davis Polk & Wardwell ("Stalking Horse Bidder Counsel"), (c) the U.S. Trustee and (d) counsel to any committee appointed in these Chapter 11 cases, including counsel to the Official Committee of Unsecured Creditors (the "Committee"), White & Case LLP. In addition, the Debtors shall provide the Ad Hoc Group Advisors, Stalking Horse Bidder Counsel and counsel to any committee appointed in these Chapter 11 cases reasonable access to the Debtors' advisors with respect to such records and summaries.

14. The Debtors are authorized, but not directed, to continue Intercompany Transactions arising in the ordinary course of business and consistent with historical practice, including Intercompany Transactions with Non-Debtors. In connection therewith, the Debtors shall continue to maintain current records with respect to all transfers of cash so that all transactions, including Intercompany Transactions, may be readily ascertained, traced and recorded properly on applicable accounts. All postpetition payments from one Debtor to another or from a Non-Debtor to a Debtor, under any postpetition Intercompany Transaction authorized hereunder, are hereby accorded administrative expense priority status under section 503(b) of the Bankruptcy Code, subordinate only to any superpriority administrative expense claims provided to the Debtors' prepetition secured lenders as adequate protection or to any DIP lenders. The

Debtors are authorized, but not directed, to set off mutual postpetition obligations relating to intercompany receivables and payables through the Cash Management System.

15. Nothing contained herein shall prevent the Debtors from opening any new bank accounts or closing any of the Debtor Bank Accounts as the Debtors may deem necessary and appropriate; *provided, however*, that prior to opening any new bank accounts or closing any of the Debtor Bank Accounts, the Debtors shall provide notice of the Debtors' intentions with respect thereto, as soon as reasonably practicable, to (a) the U.S. Trustee, (b) counsel to Citibank, N.A., as administrative agent under the DIP credit facility, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, NY 10153, Attn: Ray C. Schrock, P.C. (ray.schrock@weil.com) and Candace M. Arthur, Esq. (candace.arthur@weil.com), (c) counsel to JPMorgan Chase Bank, N.A., as administrative agent under the Debtors' prepetition credit facility, Stroock & Stroock & Lavan LLP, 180 Maiden Lane, New York, NY 10038, Attn: Kristopher M. Hansen (khansen@stroock.com), Jonathan D. Canfield (jcanfield@stroock.com), Joanne Lau (jlau@stroock.com) and Alexander A. Fraser (afraser@stroock.com), (d) counsel to the ad hoc group of lenders under the Debtors' prepetition credit facility, Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, NY 10166, Attn: Scott J. Greenberg (sgreenberg@gibsondunn.com), Steven A. Domanowski (sdomanowski@gibsondunn.com) and Matthew G. Bouslog (mbouslog@gibsondunn.com), (e) counsel to the Stalking Horse Bidder, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, NY 10017, Attn: Brian M. Resnick (brian.resnick@davispolk.com) and Joshua Y. Sturm (joshua.sturm@davispolk.com) and (f) counsel to any committee appointed in these Chapter 11 Cases, including counsel to the Committee, White & Case LLP, 1221 Avenue of the Americas, New York, NY 10020, Attn: Brian Pfeiffer (brian.pfeiffer@whitecase.com); *provided, further, however*, that the Debtors shall

open any new such bank accounts at banks that have executed a Uniform Depository Agreement with the U.S. Trustee, or at such banks that are willing to promptly execute such an agreement. Nothing contained in this Final Order shall prevent any Cash Management Bank from terminating any Bank Account(s) or related cash management services in accordance with the respective agreements governing such accounts or services.

16. Each of the Debtor Bank Accounts at Cash Management Banks on the U.S. Trustee's List of Authorized Depositories is in compliance with section 345(b) of the Bankruptcy Code.

17. The Debtors are authorized to deposit funds and invest excess funds in accordance with their established deposit and investment practices in effect as of the commencement of these Chapter 11 Cases. To the extent agreed between the Debtors and the U.S. Trustee, all excess funds will be transferred to Debtor Bank Accounts maintained at JPMorgan Chase Bank, N.A. Pursuant to a mutually agreed arrangement between the Debtors and the U.S. Trustee, the Debtors are in compliance with section 345(b) of the Bankruptcy Code.

18. The Cash Management Banks are hereby authorized to debit from the Debtor Bank Accounts, in the ordinary course of business and subject to any applicable account agreement, without further order of this Court: (a) Bank Fees and charges arising in the ordinary course of business, regardless whether such fees and charges arose prepetition or postpetition; *provided, however*, that such Bank Fees and charges are authorized under the applicable account agreement with the Debtors; *provided, further, however*, that nothing set forth herein shall authorize any of the Cash Management Banks to debit any Bank Fees or charges not arising in the ordinary course of business; and (b) any (i) returned items drawn or presented against the Debtor Bank Accounts (regardless of whether such returned items originated prepetition or

postpetition) or any credit given which is subsequently subject to return or dishonored arising out of an ACH debit or credit file, and (ii) over-advances, credit balances or other customary fees and service charges incurred as a result of returned or dishonored items (regardless of whether such items originated prepetition or postpetition). To the extent necessary, the Cash Management Banks are hereby granted relief from the stay imposed under Bankruptcy Code section 362 for purposes of this paragraph 18. Any Bank Fees and Charges arising under account agreements with the Debtors shall have administrative expense priority status under section 503(b) of the Bankruptcy Code.

19. Nothing in this Final Order, nor as a result of any payment made pursuant to this Final Order, shall be deemed or construed as (i) an admission as to the validity or priority of any claim against the Debtors, (ii) an approval, adoption, rejection or assumption of any agreement, program, arrangement, contract or lease pursuant to section 365 of the Bankruptcy Code (iii) a waiver of the right of the Debtors, the Committee or any other party in interests' rights to dispute the amount of, basis for, or validity of any claim against the Debtors, or (iv) a waiver of any claims or causes of action which may exist against any creditor or other interest holder, or shall impair the ability of the Debtors or any other party to contest or seek relief under any section of the Bankruptcy Code in respect of the validity and amount of any payment made pursuant to this Final Order.

20. Notwithstanding the relief granted herein and any actions taken hereunder, nothing contained herein shall (a) create, nor is it intended to create, any rights in favor of, or enhance the status of any claim held by any person or entity, (b) except as expressly provided for herein, be deemed to convert the priority of any claim from a prepetition claim into an administrative expense claim, or (c) prejudice the Debtors' rights with respect to the

characterization of any receivables generated by any of the Debtors on or after the Petition Date or any securitization transaction (or similar transaction) and all such rights shall be preserved as they existed on the Petition Date.

21. Nothing in this Final Order or the Motion shall be construed as prejudicing the rights of the Debtors to dispute or contest the amount of or basis for any claims against the Debtors in connection with or relating to the Cash Management System.

22. Nothing in this Final Order or the Motion, nor any payment made pursuant to this Final Order, shall be dispositive with respect to any future allocation of responsibility between and among Debtors and non-Debtors for such payment, and all rights with respect thereto are expressly reserved by the Committee.

23. Notwithstanding the Debtors' authorized use of a consolidated cash management system, the Debtors shall calculate quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each particular Debtor, regardless of which Debtor remits payment for those disbursements.

24. The Debtors are authorized to take any and all actions necessary to effectuate the relief granted herein.

25. Notwithstanding anything to the contrary contained in the Motion or this Final Order, any payment to be made and any relief or authorization granted hereunder shall be limited by, and shall be subject to, the requirements imposed on the Debtors in the DIP Order. To the extent of any conflict (but solely to the extent of such conflict) between the terms of this Final Order and the terms of the DIP Order, the terms of the DIP Order will govern.

26. The requirements set forth in Local Rule 9013-1(b) are satisfied.

27. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion under the circumstances, and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

28. 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 Final Order.

29. As soon as practicable after entry of this Final Order, the Debtors shall serve a copy of this Final Order on the Cash Management Banks.

Dated: October 20, 2020
New York, New York

s/Michael E. Wiles
The Honorable Michael E. Wiles
United States Bankruptcy Judge

Exhibit I

Schedule of Bank Accounts

Account # (Last 4 Digits)	Debtor	Account Type	Bank
1 0504	Garrett Motion Australia Pty Limited	Receipts, payments, payroll	Australia and New Zealand Banking Group Limited
2 2684	Garrett Motion Mexico S.A. de C.V	Receipts, payments, payroll, tax	Banco Bilbao Vizcaya Argentaria S.A.
3 7183	Garrett Motion Sarl	Deposit account	Banque Cantonale Vaudoise
4 7184	Garrett Motion Sarl	Deposit account	Banque Cantonale Vaudoise
5 7182	Garrett Motion Sarl	Deposit account	Banque Cantonale Vaudoise
6 5215	Garrett Motion UK Limited	Header account	Barclays Bank PLC
7 5818	Garrett Motion UK Limited	Payroll	Barclays Bank PLC
8 0019	Garrett Motion UK Limited	Receipts and payments	Barclays Bank PLC
9 2001	Garrett Motion Sarl	Deposit account	Basellandschaftliche Kantonalbank
10 2004	Garrett Motion Sarl	BNP cash pool header account	BNP Paribas SA
11 2006	Garrett Motion Sarl	BNP cash pool header account	BNP Paribas SA
12 2001	Garrett Motion Sarl	BNP cash pool header account	BNP Paribas SA
13 2002	Garrett Motion Sarl	BNP cash pool header account	BNP Paribas SA
14 9001	Garrett Motion Sarl	Factoring	BNP Paribas SA
15 2005	Garrett Motion Sarl	BNP cash pool header account	BNP Paribas SA
16 2007	Garrett Motion Sarl	BNP cash pool header account	BNP Paribas SA
17 1289	Garrett Motion Italia S.r.l.	Receipts and payments	BNP Paribas SA
18 0173	Garrett Motion International Services S.r.l	Local support account	BNP Paribas SA
19 1001EUR	Garrett Motion International Services S.r.l	Intercompany receipts and payments	BNP Paribas SA
20 1001RON	Garrett Motion International Services S.r.l	Payroll	BNP Paribas SA
21 1002	Garrett Motion International Services S.r.l	Payments	BNP Paribas SA
22 0001EUR	Garrett Motion Romania S.r.l.	Payroll	BNP Paribas SA
23 0004	Garrett Motion Romania S.r.l.	Inactive	BNP Paribas SA
24 0001RON	Garrett Motion Romania S.r.l.	Payroll	BNP Paribas SA
25 0002	Garrett Motion Romania S.r.l.	Header account	BNP Paribas SA
26 5388	Garrett Motion Sarl	Header account	Citibank N.A.
27 7010	Garrett Motion Sarl	Citi cash pool header account	Citibank N.A.
28 8025	Garrett Motion Ireland A Limited	Receipts and payments	Citibank N.A.

Account # (Last 4 Digits)	Debtor	Account Type	Bank
29 9048	Garrett Motion Ireland Limited	Receipts, payments, payroll	Citibank N.A.
30 2008	Garrett Motion Automotive Research Mexico S. de R.L. de C.V	Receipts, payments, payroll, tax	Citibank N.A.
31 5837	Garrett Motion Mexico S.A. de C.V	Payments, tax	Citibank N.A.
32 9008	Garrett Motion Mexico S.A. de C.V	Payroll	Citibank N.A.
33 4445	Garrett Motion Mexico S.A. de C.V	Payments	Citibank N.A.
34 0001	Garrett Motion Slovakia s.r.o.	Receipts and payments	Citibank N.A.
35 0108	Garrett Motion Slovakia s.r.o.	Payroll	Citibank N.A.
36 2629	Garrett Motion International Services S.r.l	Local support account	Citibank N.A.
37 8719	Garrett Motion Sarl	Receipts	Deutsche Bank AG
38 8775	Garrett Motion Sarl	Deutsche cash pool header account	Deutsche Bank AG
39 8737	Garrett Motion Sarl	Receipts	Deutsche Bank AG
40 32500	Garrett Motion Japan, Inc.	Receipts and payments	Deutsche Bank AG
41 30000	Garrett Motion Japan, Inc.	Receipts and payments	Deutsche Bank AG
42 9945	Garrett Motion Australia Pty Limited	Header account	JP Morgan Chase Bank N.A.
43 2161	Garrett Motion Sarl	JPM cash pool header account	JP Morgan Chase Bank N.A.
44 2180	Garrett Motion Sarl	JPM cash pool header account	JP Morgan Chase Bank N.A.
45 2176	Garrett Motion Sarl	JPM cash pool header account	JP Morgan Chase Bank N.A.
46 2177	Garrett Motion Sarl	JPM cash pool header account	JP Morgan Chase Bank N.A.
47 2178	Garrett Motion Sarl	JPM cash pool header account	JP Morgan Chase Bank N.A.
48 2181	Garrett Motion Sarl	JPM cash pool header account	JP Morgan Chase Bank N.A.
49 5385	Garrett Motion Sarl	VAT obligations	JP Morgan Chase Bank N.A.
50 2183	Garrett Motion Sarl	JPM cash pool header account	JP Morgan Chase Bank N.A.
51 2184	Garrett Motion Sarl	JPM cash pool header account	JP Morgan Chase Bank N.A.
52 2179	Garrett Motion Sarl	JPM cash pool header account	JP Morgan Chase Bank N.A.
53 2182	Garrett Motion Sarl	JPM cash pool header account	JP Morgan Chase Bank N.A.
54 2374	Garrett TS Ltd	Holding company	JP Morgan Chase Bank N.A.
55 6324	Garrett Transportation Systems Ltd	Header account	JP Morgan Chase Bank N.A.
56 2658	Garrett Motion Ireland B Limited	Inactive	JP Morgan Chase Bank N.A.

Account # (Last 4 Digits)	Debtor	Account Type	Bank	
57	9470	Garrett Motion Japan, Inc.	Header account	JP Morgan Chase Bank N.A.
58	1878	Garrett LX I S.a.r.l.	Debt service	JP Morgan Chase Bank N.A.
59	0975	Garrett LX I S.a.r.l.	Deposit account	JP Morgan Chase Bank N.A.
60	1879	Garrett LX II S.a.r.l.	Inactive	JP Morgan Chase Bank N.A.
61	1880	Garrett LX III S.a.r.l.	Debt service	JP Morgan Chase Bank N.A.
62	2372	Garrett LX III S.a.r.l.	Debt service	JP Morgan Chase Bank N.A.
63	6604	Garrett Motion Mexico S.A. de C.V	Header account	JP Morgan Chase Bank N.A.
64	2487	Garrett ASASCO Inc	Indemnity payments	JP Morgan Chase Bank N.A.
65	6395	Garrett ASASCO Inc	Indemnity payments	JP Morgan Chase Bank N.A.
66	0270	Friction Materials LLC	Inactive	JP Morgan Chase Bank N.A.
67	2476	Garrett Transportation I Inc.	Payments	JP Morgan Chase Bank N.A.
68	9557	Garrett Transportation I Inc.	JPM US cash pool header account	JP Morgan Chase Bank N.A.
69	7182	Garrett Transportation I Inc.	Payroll	JP Morgan Chase Bank N.A.
70	8578	Garrett Motion Inc.	Receipts and payments	JP Morgan Chase Bank N.A.
71	10000	Garrett Motion Japan, Inc.	Receipts	Mitsubishi UFJ, LTD
72	9316	Garrett Motion Japan, Inc.	Cash collateral, bank guarantee	Mitsubishi UFJ, LTD
73	7001	Garrett Motion Sarl	Inactive	Société Générale S.A
74	7271	Garrett Motion Japan, Inc.	Payroll	Sumitomo Mitsui Banking Corporation
75	0539	Garrett Motion International Services S.r.l	Local support account	Türk Ekonomi Bankası
76	9341	Garrett Motion International Services S.r.l	Local support account	Türk Ekonomi Bankası
77	0492	Garrett Motion International Services S.r.l	Local support account	Türk Ekonomi Bankası
78	201R	Garrett Holding Company Sarl	Statutory payments	UBS AG
79	000Z	Garrett Motion Sarl	Rental guarantee	UBS AG
80	7MOM	Garrett Motion Sarl	Cash collateral account for bank guarantees	UBS AG
81	902W	Garrett Motion Sarl	Inactive	UBS AG
82	9AUT	Garrett Motion Sarl	Rental deposit account	UBS AG
83	9AZB	Garrett Motion Sarl	Cash collateral account	UBS AG
84	9CBH	Garrett Motion Sarl	Rental deposit account	UBS AG
85	961Y	Garrett Motion Sarl	Inactive	UBS AG
86	962B	Garrett Motion Sarl	Inactive	UBS AG

Account # (Last 4 Digits)				
#		Debtor	Account Type	Bank
87	460G	Garrett Motion Switzerland Holdings Sarl	Holding company	UBS AG
88	2438	Garrett Motion Sarl	Supply chain financing	Unicredit Bank AG
89	0245	Garrett Motion Sarl	Cash collateral, bank guarantee	Unicredit Bank AG
90	2678	Garrett Motion Sarl	Supply chain financing	Unicredit Bank AG
91	8950	Garrett Motion Sarl	Supply chain financing	Unicredit Bank AG
92	8968	Garrett Motion Sarl	Supply chain financing	Unicredit Bank AG