

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

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In re	:	Chapter 11
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Garrett Motion Inc., <i>et al.</i> , <sup>1</sup>	:	Case No. 20-12212 (MEW)
	:	
Reorganized Debtors.	:	Jointly Administered
	:	
	:	
	X	

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**JOINT STIPULATION AND ORDER BY AND AMONG  
 GARRETT MOTION INC. AND ITS AFFILIATED REORGANIZED  
 DEBTORS, DEERE AND COMPANY AND JOHN DEERE  
CONSTRUCTION AND FORESTRY COMPANY**

**WHEREAS**, as of September 20, 2020 (the “**Petition Date**”), Deere & Company and John Deere Construction and Forestry Company (collectively, “**Deere**”) and Garrett Motion Inc. and its affiliated debtors in the above-captioned chapter 11 cases (the “**Debtors**”) are parties to a warranty agreement, a master bailment agreement, a mutual non-disclosure agreement, and various purchase orders which incorporate certain standard terms and conditions (collectively, the “**Agreements**”), pursuant to which the Debtors agreed to manufacture on a production basis or rebuild various goods including turbos, turbo components and heat transfer products, which are placed into or replaced in Deere equipment or machines, and service parts therefor (collectively, the “**Products**”), to be sold under or installed in John Deere brand named products. Pursuant to the Agreements, among other matter, the Debtors also agreed to provide certain warranties and indemnities to Deere with respect to the Products.

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<sup>1</sup> The last four digits of Garrett Motion Inc.’s tax identification number are 3189. Due to the large number of debtor entities in these Chapter 11 Cases, which are being jointly administered, a complete list of the Reorganized 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 Reorganized Debtors’ claims and noticing agent at <http://www.kccllc.net/garrettmotion>. The Reorganized Debtors’ corporate headquarters is located at La Pièce 16, Rolle, Switzerland.



**WHEREAS**, Deere timely filed Proofs of Claims Nos. 216, 220, 275, and 281 (collectively the “**Deere Claims**”) asserting the known prepetition warranty claims which existed as of the Petition Date. On May 26, 2021 the Debtors filed the *Notice of Satisfied Claims* [Docket No. 1232] in which the Reorganized Debtors assert that each Deere Claim has either been satisfied pursuant to the *Final Order (I) Authorizing the Debtors to Maintain Their Customer Programs and Honor Related Prepetition Obligations, (II) Authorizing Banks and Other Financial Institutions to Honor and Process Related Checks and Transfers and (III) Granting Related Relief* [Docket No. 245] or is duplicative of another Deere Claim and therefore no payment is necessary to satisfy said Deere Claim.

**WHEREAS**, section 8.1 of the Debtors’ Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code [Docket No. 1161, Ex. A], confirmed on April 23, 2021 the (“**Confirmed Plan**”),<sup>2</sup> provides that all Executory contracts and Unexpired leases, other than the Honeywell Terminated Agreements, will be deemed assumed as of the Effective Date in accordance with sections 365 and 1123 of the Bankruptcy Code. The Effective Date occurred on April 30, 2021. [Docket No. 1189]

**WHEREAS**, on June 1, 2021, Deere filed its Motions for Allowance of Payment of Administrative Expense Claims Pursuant to 11 U.S.C. §§ 503(b)(1)(A) and 507(a)(2) (the “**Deere Motions**”) [Docket Nos. 1243 and 1245]. As set forth in the Deere Motions, Deere asserts latent or inchoate post-petition warranty claims arising under the Agreements, of an indeterminate amount, which have yet to be discovered or disclosed. Similarly, Deere asserts that there may be latent or inchoate indemnity claims under both the Warranty Agreement and the Master Bailment Agreement which also have not been discovered which inure to the benefit of Deere. Deere asserts

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<sup>2</sup> Capitalized terms used but not otherwise defined in this stipulation shall have the meanings ascribed to such terms in the Plan.

that other, yet undiscovered, claims may exist under the Agreements (all claims asserted by Deere collectively, the “**Claims**”).

**WHEREAS**, on June 9, 2021, Deere filed its Limited Objections to the Debtors’ Notice of Satisfied Claims (“**Limited Objections**”) [Docket No. 1293 and 1294], which as set forth in more detail in the Limited Objections, Deere reasserted each of the Claims.

**NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED** by and among the Parties, by and through their respective undersigned counsel and upon Court approval it shall hereby be **ORDERED** that:

1. Any and all claims arising pre-petition which inure to the benefit of Deere pursuant to the Agreements or otherwise related thereto, whether unknown, unmatured, contingent, unliquidated, shall be paid by the applicable Reorganized Debtor in the ordinary course of business once said claim becomes known, matures, fixed, noncontingent, or liquidated.

2. The Reorganized Debtors, by operation of the Confirmed Plan, have assumed all executory contracts between the Debtors and Deere, including of the Agreements and any and all purchase orders thereunder and/or relating thereto, and any claims relating thereto, whether arising pre-petition or post-petition shall be paid by the applicable Reorganized Debtor in the ordinary course of business.

3. For the avoidance of doubt, this Stipulation fully resolves the Deere Motions and Limited Objections. Upon execution of this Stipulation by the parties and entry of this Order by the Bankruptcy Court, Deere shall withdraw the Deere Motions and Limited Objections, and the Reorganized Debtors shall be authorized to expunge the Deere Claims from the claims registry.

4. This Stipulation has been negotiated at arm’s-length between persons knowledgeable in the matters dealt with herein. Each Party represents and warrants that it has

had an opportunity to fully review the provisions of this Stipulation with attorneys of its own choice.

5. The Parties hereby acknowledge that this Stipulation contains all of the agreements by the Parties hereto with reference to the subject matter resolved by this Stipulation. No other agreements, oral or otherwise, shall be deemed to exist or to bind either of the Parties with respect thereto. No representative or agent of any Party hereto had or has any authority to make any representation or promise not contained in this Stipulation, and each of the Parties hereto acknowledges that it has not executed this Stipulation in reliance upon any such representation or promise. This Stipulation cannot be modified or changed except by a written instrument signed by the Parties.

6. The Parties represent and warrant that they have not assigned or otherwise transferred (voluntarily or by operation of law) any right, title or interest in any claim that they have, may have or may have had and which is the subject of this Stipulation.

7. This Stipulation may be executed and delivered in any number of original or facsimile counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

8. This Stipulation shall become effective on the date of full execution of the Stipulation by the Parties, without further order of the Bankruptcy Court of the Southern District of New York (the “**Court**”).

9. The Court shall retain jurisdiction over the Parties hereto and this Stipulation, including, without limitation, for the purposes of interpreting, implementing and enforcing its terms and conditions.

10. The Parties hereby agree that nothing contained herein shall be deemed a waiver

of any rights, defenses, or arguments by the Parties.

**STIPULATED, AGREED AND ORDERED on this      day of August, 2021:**

/s/ Brian D. Glueckstein

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*Attorneys for Deere and Company and John  
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**s/Michael E. Wiles 8/30/2021**  
The Honorable Michael E. Wiles  
United States Bankruptcy Judge