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**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 (MEW)
	:	
Debtors.	:	Jointly Administered
	:	
	:	
	X	

**DEBTORS’ MOTION FOR ENTRY OF AN ORDER (I) APPROVING THE
 DISCLOSURE STATEMENT; (II) ESTABLISHING A VOTING RECORD DATE;
 (III) APPROVING SOLICITATION PACKAGES AND SOLICITATION
 PROCEDURES; (IV) APPROVING THE FORMS OF BALLOTS; (V) ESTABLISHING
 VOTING AND TABULATION PROCEDURES; (VI) ESTABLISHING NOTICE AND
 OBJECTION PROCEDURES FOR THE CONFIRMATION OF THE PLAN AND
 (VII) APPROVING THE RIGHTS OFFERING PROCEDURES
AND THE RIGHTS OFFERING MATERIALS**

Garrett Motion Inc. (“GMI”) and certain of its affiliated debtors and debtors-in-
 possession (collectively, the “Debtors”) hereby submit this motion (the “Motion”) for entry of an
 order, substantially in the form attached hereto as Exhibit A (the “Order”), pursuant to section
 1125 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “Bankruptcy Code”) and

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.kcellc.net/garrettmotion>. The Debtors’ corporate headquarters is located at La Pièce 16, Rolle,
 Switzerland.



rules 2002, 3017, 3018 and 3020 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) (i) approving the *Disclosure Statement for the Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as may be amended, modified or supplemented, the “Disclosure Statement”), filed concurrently herewith; (ii) establishing a record date for purposes of voting on the *Debtors’ Joint Chapter 11 Plan of Reorganization* (as may be amended, modified or supplemented, the “Plan”),² filed concurrently herewith; (iii) approving solicitation packages and solicitation procedures; (iv) approving the forms of ballots; (v) establishing voting and tabulation procedures; (vi) establishing notice and objection procedures relating to the confirmation of the Plan, including the proposed assumption or rejection, pursuant to section 365 of the Bankruptcy Code, of certain of the Debtors’ executory contracts and unexpired leases (the “Executory Contracts and Unexpired Leases”) and the associated payment of Cure Costs (as defined below) and (vii) approving the Rights Offering Procedures and Rights Offering Materials (each as defined below). In support of the Motion, the Debtors respectfully state as follows:

Background

1. GMI is a Delaware corporation established in 2018, with its headquarters located in Rolle, Switzerland. The Debtors design, manufacture and sell highly engineered turbocharger, electric-boosting and connected vehicle technologies.

2. On September 20, 2020 (the “Petition Date”), each of the Debtors filed with the United States Bankruptcy Court for the Southern District of New York (the “Court”) a voluntary petition for relief under the Bankruptcy Code. Each Debtor continues to operate its business and manage its properties as a debtor-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. Joint administration of the Debtors’ cases (the “Chapter 11”

² Capitalized terms used but not defined in this Motion shall have the meaning ascribed to them in the Plan.

Cases”) was authorized by the Court by entry of an order on September 21, 2020 [D.I. 27]. On October 5, 2020, the Office of the United States Trustee for the Southern District of New York (the “U.S. Trustee”) appointed an Official Committee of Unsecured Creditors (the “Creditors’ Committee”) pursuant to section 1102 of the Bankruptcy Code [D.I. 161], which was reconstituted on November 19, 2020 [D.I. 423]. On November 19, 2020, the U.S. Trustee appointed an Official Committee of Equity Security Holders (the “Equity Committee”) pursuant to section 1102 of the Bankruptcy Code [D.I. 404].

3. Additional factual background relating to the Debtors’ businesses and the commencement of these Chapter 11 Cases is set forth in detail in the *Declaration of Sean Deason in Support of the Debtors’ Chapter 11 Petitions and First Day Pleadings* [D.I. 15].

Facts Specific to the Relief Requested

I. Stalking Horse Agreement

4. On September 20, 2020, certain of the Debtors entered into the Share and Asset Purchase Agreement (as may be amended, modified or supplemented from time to time in accordance with the terms thereof, the “Stalking Horse Agreement”) with AMP U.S. Holdings, LLC and AMP Intermediate B.V. (together with their permitted designees, successors and permitted assigns, the “Stalking Horse Bidder”). The Stalking Horse Agreement contemplated, among other things, a plan sale of the Debtors’ assets, subject to Court approval and the opportunity for overbids at a public auction in accordance with Court approved bid procedures.

5. 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, (E) Approving Notice Procedures and (F) Granting Other Relief* [D.I. 18] (the “Bid Procedures Motion”), seeking among other things, Court

approval of bid procedures and a termination payment and expense reimbursement payment (the “Stalking Horse Bid Protections”) to the extent payable and pursuant to and on the terms set forth in the Stalking Horse Agreement.

II. Sale Process

6. On October 24, 2020, the Court approved the Bid Procedures Motion and entered the *Order (A) Authorizing and Approving the 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* [D.I. 282] (the “Bid Procedures Order”) which approved, among other things, the Stalking Horse Bid Protections and the Bid Procedures annexed thereto (the “Bid Procedures”). The Bid Procedures, among other things, set forth the requirements for interested parties to submit bids (each, a “Bid” and collectively, the “Bids”) for the sale of the Debtors’ assets and authorized the Debtors to schedule and conduct an auction (the “Auction”).

7. On December 21, 2020, the Debtors commenced the Auction in accordance with the Bid Procedures, in which the Debtors considered Bids submitted by (i) the Stalking Horse Bidder; (ii) a consortium of Owl Creek Asset Management, L.P., Warlander Asset Management, L.P., Jefferies LLC, Bardin Hill Opportunistic Credit Master Fund LP, Marathon Asset Management L.P., and Cetus Capital VI, L.P. or the affiliates thereof and (iii) the parties to that certain Second Amended and Restated Coordination Agreement, dated as of November 2, 2020, by and among Honeywell International Inc., Oaktree Capital

Management, L.P., Centerbridge Partners, L.P. and the additional parties named therein (“COH”)³. The Auction continued for several rounds.

8. At the conclusion of the Auction, the Debtors’ management, in consultation with the Debtors’ legal, financial and other advisors and in accordance with the Bid Procedures, determined that the revised bid submitted by the Stalking Horse Bidder during the Auction (the “KPS Bid”) is the highest or otherwise best offer.

III. Transactions Pursuant to the KPS Bid

9. The KPS Bid contemplates a subscription of the common stock in New GMI rather than a plan sale as contemplated by the Stalking Horse Agreement. As a result, the Debtors and the Stalking Horse Bidder have agreed to document the KPS Bid in a Subscription Agreement (the “Subscription Agreement”) by and between GMI, on behalf of itself and the Debtors, and AMP Alberta Holdings, LP (the “Plan Sponsor”). Pursuant to the Subscription Agreement, the Plan Sponsor will purchase no less than 60% of the common stock in New GMI at a set up enterprise value of \$2.9 billion, subject to certain adjustments and the Rights Offering (defined below). The remaining equity will be available to holders of Existing Common Stock and holders of GMI Common Stock 510(b) Claims, respectively, pursuant to the Plan. Under the Plan and the KPS Bid, a holder of Existing Common Stock will have its Existing Common Stock reinstated as common stock in New GMI, unless such holder votes to accept the Plan and timely exercises an election (the “Cash Election”) to receive cash in lieu of such reinstatement. In addition, Eligible Holders of Existing Common Stock will have the right to participate in the Rights Offering (defined below).

³ The “COH” parties submitted non-conforming proposals and reserved rights to contest the Auction process. Reserving all rights, in order to encourage all proposals, the Debtors permitted the “COH” parties to make proposals without prejudice to any objection they may have to the appropriateness of the Auction, and endeavored to consider formal bids and the COH proposals side-by-side.

10. An additional component of the KPS Bid is a new money rights offering (the “Rights Offering”) of common stock in New GMI in an amount up to \$250 million (the “Offered Shares”) to Eligible Holders of Existing Common Stock. Any unsubscribed Offered Shares will be purchased by the Plan Sponsor.

11. The Rights Offering is a critical component of the KPS Bid, and the terms of the Rights Offering have been extensively negotiated in good faith among the Debtors and the Plan Sponsor. The material terms of the Rights Offering are set forth in the rights offering procedures attached hereto as Exhibit J (the “Rights Offering Procedures”), which will be transmitted to all parties that are entitled to participate in the Rights Offering.⁴ For more information regarding participating in the Rights Offering, Eligible Holders should refer to the Rights Offering Procedures and the rights offering materials attached hereto as Exhibit K (the “Rights Offering Materials”). The Rights Offering Procedures have been designed to efficiently transmit all materials necessary for participation in the Rights Offering in compliance with applicable bankruptcy and non-bankruptcy law. The Rights Offering Materials are designed to assure the clear communication of the requirements for, and to facilitate, such participation. Further, the Rights Offering Procedures and the Rights Offering Materials afford Eligible Holders of Existing Common Stock a fair and reasonable opportunity to participate in the Rights Offering. Accordingly, the Debtors request that the Rights Offering Procedures and the Rights Offering Materials be approved.

⁴ The Rights Offering Procedures relate to the Rights Offering for the Offered Shares, which are being offered without registration under the Securities Act of 1933, as amended (the “Securities Act”) in reliance upon the exemption provided in Section 4(a)(2) of the Securities Act or the exemption provided in Regulation D under the Securities Act. None of the Subscription Rights (as defined in the Rights Offering Procedures) to subscribe for the Offered Shares in the Rights Offering or the Offered Shares purchased in connection with the exercise of such Subscription Rights distributed pursuant to these Rights Offering Procedures have been or will be registered under the Securities Act at the Subscription Expiration Time (as defined below), nor under any national, state or local law requiring registration for offer and sale of a security.

IV. Milestones under the KPS Bid

12. The Subscription Agreement includes the following milestones with respect to plan confirmation: (i) the filing of the Plan, the related Disclosure Statement and this Motion by January 8, 2021; (ii) the entry of an order approving the Disclosure Statement and this Motion by February 22, 2021 and (iii) the entry of an order confirming the Plan by April 9, 2021.

Jurisdiction

13. The Court has jurisdiction to consider this 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 in the Court pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory predicates for the relief requested herein are sections 1125, 1126 and 1128 of the Bankruptcy Code and Bankruptcy Rules 2002, 3016, 3017, 3018 and 3020.

Relief Requested

14. Simultaneous with the filing of this Motion, the Debtors filed the Plan and Disclosure Statement. The Plan provides for the consummation of the transaction contemplated by the KPS Bid.

15. The Debtors have requested that the Court consider the Disclosure Statement and the relief requested herein at a hearing (the “Disclosure Statement Hearing”) on **February 16, 2021 at 11:00 a.m. (Eastern Time)**. The Debtors have also requested that the deadline for objections to the Disclosure Statement and the relief requested herein (the “Disclosure Statement Objection Deadline”) be **February 5, 2021 at 4:00 p.m. (Eastern Time)**.

16. By this Motion, the Debtors seek entry of the Order, (a) approving the Disclosure Statement as providing “adequate information” for purposes of soliciting votes on the Plan as required by section 1125(b) of the Bankruptcy Code; (b) approving the Debtors’ proposed ballots, materials, schedule and procedures relating to the solicitation and tabulation of

votes on the Plan; (c) scheduling a hearing at which the Court will consider confirmation of the Plan (the “Confirmation Hearing”); (d) establishing notice and objection procedures relating to the confirmation of the Plan, including the proposed assumption or rejection, pursuant to section 365 of the Bankruptcy Code of certain of the Debtors’ Executory Contracts and Unexpired Leases and the associated payment of Cure Costs and (e) approving the Rights Offering Procedures and the Rights Offering Materials.

17. The summary below lists the Debtors’ proposed key deadlines and events in connection with confirmation of the Plan:

Proposed Schedule	
Event/Deadline	Proposed Date
Disclosure Statement Objection Deadline	February 5, 2021 at 4:00 p.m. (ET)
Deadline to File Reply to Disclosure Statement Objection(s)	February 10, 2021
Voting Record Date	February 15, 2021
Rights Offering Subscription Record Date	February 15, 2021
Disclosure Statement Hearing	February 16, 2021 at 11:00 a.m. (ET)
Solicitation Mailing Deadline	Within five business days of entry of the Order
Rights Offering Subscription Commencement Date	February 25, 2021
Plan Supplement Filing Deadline	March 17, 2021
Confirmation Objection Deadline	March 24, 2021 at 4:00 p.m. (ET)
Rights Offering Subscription Expiration Date	March 24, 2021 at 5:00 p.m. (ET)
Voting Deadline	March 24, 2021 at 8:00 p.m. (ET)
Voting Report Deadline	March 31, 2021
Deadline to File Reply to Confirmation Objection(s)	March 31, 2021
Proposed Confirmation Hearing	April 6, 2021 at 10:00 a.m. (ET)

18. Additionally, the Debtors are also requesting affirmation that, notwithstanding the updated terms and structure of the KPS Bid pursuant to the Subscription Agreement, the Plan Sponsor remains the “Stalking Horse Bidder” and retains all rights and benefits granted to the Stalking Horse Bidder set forth in the Bid Procedures Order, including that, for purposes of the Stalking Horse Bid Protections, the Stalking Horse Agreement shall be

deemed to incorporate the revisions reflected in the Subscription Agreement, including the modified triggers for payment of the Termination Payment as set forth in Section 8.2(b) of the Subscription Agreement.

Basis for Relief

I. Approval of the Disclosure Statement

19. Under section 1125(b) of the Bankruptcy Code, votes to accept or reject a chapter 11 plan may not be solicited from holders of claims or interests unless such holders of claims or interests have been provided, at or before the time of such solicitation, with a written disclosure statement approved by the bankruptcy court that contains “adequate information” regarding such chapter 11 plan. As defined in section 1125(a)(1) of the Bankruptcy Code, “adequate information” means:

information of a kind, and in sufficient detail, as far as is reasonably practicable in light of the nature and history of the debtor and the condition of the debtor’s books and records . . . that would enable such a hypothetical reasonable investor of the relevant class to make an informed judgment about the plan.

11 U.S.C. § 1125(a)(1).

20. The Bankruptcy Code requires a debtor to provide adequate information through a disclosure statement to allow creditors to make informed judgments regarding a proposed plan. *See In re Momentum Mfg. Corp.*, 25 F.3d 1132, 1136 (2d Cir. 1994); *In re PC Liquidation Corp.*, 383 B.R. 856, 866 (E.D.N.Y. 2008) (holding that a disclosure statement was adequate when it “enable[d] a reasonable creditor to make an informed judgment about the [p]lan”); *In re Adelpia Commc’ns Corp.*, 352 B.R. 592, 600 (Bankr. S.D.N.Y. 2006) (explaining that “an adequate disclosure determination requires a bankruptcy court to find not just that there is enough information there, but also that what is said is not misleading”).

21. The determination as to whether the “adequate information” standard has been met in any given case, however, is based on the facts and circumstances of each case. *See In re Copy Crafters Quickprint, Inc.*, 92 B.R. 973, 979 (Bankr. N.D.N.Y. 1988) (the adequacy of disclosure statement is to be “determined on a case-specific basis under a flexible standard that can promote the policy of chapter 11 towards fair settlement through a negotiation process between informed interested parties”); *Oneida Motor Freight, Inc. v. United Jersey Bank*, 848 F.2d 414, 417 (3d Cir. 1988) (“From the legislative history of § 1125 we discern that adequate information will be determined by the facts and circumstances of each case”). Courts have held that courts are vested with broad discretion in determining whether a disclosure statement contains “adequate information” within the meaning of section 1125(a) of the Bankruptcy Code. *See, e.g., Kirk v. Texaco, Inc.*, 82 B.R. 678, 682 (S.D.N.Y. 1988) (“The legislative history could hardly be more clear in granting broad discretion to bankruptcy judges under § 1125(a): ‘Precisely what constitutes adequate information in any particular instance will develop on a case-by-case basis. Courts will take a practical approach as to what is necessary under the circumstances of each case’” (*quoting* H.R. Rep. No. 595, at 408–09 (1977))); *In re PC Liquidation Corp.*, 383 B.R. 856, 865 (internal citations omitted) (“The standard for disclosure is, thus, flexible and what constitutes ‘adequate disclosure’ in any particular situation is determined on a case-by-case basis, with the determination being largely within the discretion of the bankruptcy court”).

22. The Debtors respectfully submit that the Disclosure Statement contains information of a kind, and in sufficient detail, to allow all parties-in-interest to make informed judgments about the Plan and, if applicable, to cast an informed vote to accept or reject the Plan.

The Disclosure Statement is extensive and comprehensive. It contains descriptions and summaries of, among other things:

- a. a detailed overview of the Debtors' corporate history, business operations, organizational structure, and capital structure is provided in Article II of the Disclosure Statement;
- b. a detailed overview of the Debtors' restructuring efforts and negotiations with respect to the Plan and Restructuring Support Agreement is provided in Article II of the Disclosure Statement;
- c. a detailed overview of the significant events during these Chapter 11 Cases is provided in Article III of the Disclosure Statement;
- d. the material terms of the Plan is provided in Article IV of the Disclosure Statement;
- e. the classification and treatment of Claims and Interests under the Plan is provided in Article IV of the Disclosure Statement;
- f. confirmation procedures and statutory requirements for confirmation and consummation of the Plan are provided in Article V of the Disclosure Statement;
- g. certain risk factors relating to the Plan is provided in Article IX of the Disclosure Statement;
- h. a liquidation analysis setting forth the estimated return that Holders of Claims and Interests would receive in a hypothetical chapter 7 case is attached to the Disclosure Statement as Appendix B;
- i. a description of the procedures for soliciting votes to accept or reject the Plan and voting on the Plan, including a copy of the Order once entered, which are described in Article VI of the Disclosure Statement; and
- j. a description of certain securities law consequences of the Plan, which are described in Article VIII of the Disclosure Statement, and U.S. federal income tax law consequences of the Plan, which are described in Article X of the Disclosure Statement.

Accordingly, the Debtors respectfully submit that, under the circumstances of these Chapter 11 Cases, the Disclosure Statement provides "adequate information" for purposes of section 1125(b)

of the Bankruptcy Code, complies with the other requirements of section 1125 of the Bankruptcy Code, and should be approved by the Court for purposes of solicitation of votes on the Plan.

23. Further, Bankruptcy Rule 3016(c) requires that, if a plan provides for an injunction against conduct not otherwise enjoined under the Bankruptcy Code, the plan and disclosure statement must describe, in specific and conspicuous language, the acts to be enjoined and the entities subject to the injunction. Fed. R. Bankr. P. 3016(c). The Plan provides that, on the Effective Date, all property (including all interests, rights and privileges related thereto) of each of the Debtors shall vest in each of the respective Reorganized Debtors free and clear of all Claims, Liens, encumbrances, or charges. *See* Plan § 11.1. Each of the injunction, release and exculpation provisions provided in the Plan is stated in conspicuous language. *See id.* §§ 11.7, 11.8, 11.9, 11.10 and 11.11.

24. Detailed descriptions of the injunction are provided in Article IV.F of the Disclosure Statement. Likewise, the releases provided under the Plan are described in detail, including the entities providing such releases and the entities and the Claims and Causes of Action being released. *See* Disclosure Statement Article IV.E. Further, the terms of the exculpation and the injunctions provided for in the Plan are provided in Article IV.F of the Disclosure Statement. Each of the Disclosure Statement, Ballots (as defined below) and Confirmation Hearing Notice (as defined below) conspicuously state that any party that does not specifically object to its inclusion as a Releasing Party will be bound by the Plan's release provisions. Each of the foregoing sections is set forth in conspicuous, bold print. Accordingly, the Debtors respectfully submit that the Disclosure Statement complies with Bankruptcy Rule 3016(c).

II. Modifications to the Disclosure Statement, the Plan and Other Documents Prior to Solicitation

25. Subject to the applicable terms of the Restructuring Support Agreement and the Subscription Agreement, the Debtors request authorization to make non-substantive changes to the Disclosure Statement, the Plan, the Ballots and other solicitation materials approved pursuant to the Order, without further order of the Court, to correct typographical and grammatical errors, if any, and to make conforming changes to the Disclosure Statement, the Plan and any other materials in the Solicitation Packages before distribution.

III. Approval of Procedures Concerning Executory Contracts and Unexpired Leases

26. Pursuant to the Plan, all Executory Contracts and Unexpired Leases will be deemed assumed and the Honeywell Agreements⁵ that are Executory Contracts or Unexpired Leases will be deemed rejected as of the Effective Date (as defined in the Plan) in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code.

27. At least 14 days prior to the Confirmation Hearing, the Debtors will file with the Court the list of Executory Contracts and Unexpired Leases proposed to be assumed pursuant to the Plan and serve by electronic mail where possible a cure notice, substantially in the form attached hereto as Exhibit D (the “Cure Notice”), on non-Debtor counterparties to

⁵ “Honeywell Agreements” means (1) the Indemnification and Reimbursement Agreement, by and among Honeywell ASASCO Inc., Honeywell ASASCO 2 Inc. and Honeywell International Inc. (“Honeywell”), dated as of September 12, 2018, (2) the Contribution and Assignment Agreement, dated September 14, 2018, by and between Honeywell ASASCO Inc., and Garrett ASASCO Inc., (3) unless Plan Sponsor notifies GMI to the contrary in writing not later than five business days prior to the deadline for filing the Plan Supplement (or such later date as may be approved by the Court), the Separation and Distribution Agreement, by and between Honeywell and GMI, dated as of September 27, 2018, (4) the Tax Matters Agreement, dated September 12, 2018, by and among Honeywell International Inc., GMI, Honeywell ASASCO Inc. and Honeywell ASASCO 2 Inc., as may be amended, supplemented or otherwise modified from time to time, (5) the Indemnification Guarantee Agreement, by and between Former Non-U.S. Share Seller, Honeywell ASASCO 2 Inc. and the guarantors party thereto, dated as of September 27, 2018 and (6) to the extent the Plan Sponsor notifies GMI not later than five business days prior to the deadline for filing the Plan Supplement (or such later date as may be approved by the Court), any other spin-off related document with Honeywell or any of its affiliates.

Executory Contracts and Unexpired Leases proposed to be assumed. Additionally, at least 14 days prior to the Confirmation Hearing, the Debtors will also serve a rejection notice, substantially in the form attached hereto as Exhibit E (the “Rejection Notice”), on the applicable Honeywell entities with respect to the Honeywell Agreements that are Executory Contracts or Unexpired Leases proposed to be rejected.

28. The proposed Cure Notice will include the following information: (a) the name of the Executory Contract or Unexpired Lease to be assumed; (b) the name of the counterparty to the Executory Contract or Unexpired Lease and (c) any applicable proposed amount required to cure any and all monetary defaults (“Cure Cost”), whether arising prepetition or post-petition. The proposed Rejection Notice will include the following information: (a) the name of the Honeywell Agreement to be rejected; (b) the name of the applicable Honeywell entity and (c) the treatment of Claims arising from rejection of the Honeywell Agreements under the Plan. Both the proposed Cure Notice and proposed Rejection Notice will also include the deadline (the “Contract Objection Deadline”) and procedures for counterparties to object to the proposed assumption or rejection and proposed Cure Cost of the Executory Contract or Unexpired Lease.

29. The Debtors request that the Court establish the Contract Objection Deadline as ten days after the service of the applicable Cure Notice or Rejection Notice. The Debtors also request that any counterparty to an Executory Contract or Unexpired Lease that disputes (i) the proposed Cure Costs, (ii) the ability of the applicable Debtor or Reorganized Debtor to provide “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed, (iii) or otherwise objects to the proposed assumption or rejection of its Executory Contract or

Unexpired Lease must file an objection (each a “Contract Objection”) that complies with the following requirements:

- a. be in writing;
- b. comply with the Bankruptcy Rules and the Bankruptcy Local Rules;
- c. state the name of the objecting party;
- d. state with particularity the legal and factual basis for such objections and, if the basis for objection is the Cure Cost, such counterparty’s proposed Cure Cost; and
- e. be filed with the clerk of the Court with proof of service thereof and served upon the Notice Parties (defined below) such that it is received by the Contract Objection Deadline.

30. The Debtors request that the Court authorize the Debtors to file replies to any timely-filed Contract Objections at any time prior to the Confirmation Hearing, and to meet and confer in good faith to attempt to resolve any such objection. The Debtors further request that any unresolved Contract Objections be heard at the Confirmation Hearing or, at the election of the Debtors, at a later hearing; provided, however, that at any time following the Confirmation Date but prior to the Effective Date, the Debtors may settle any dispute regarding the assumption of any Executory Contract or Unexpired Lease and/or the amount of any Cure Cost without any further notice to any party or any action, order or approval of the Court.

31. The Debtors respectfully submit that these procedures are appropriate under the circumstances. The process is designed to facilitate a prompt and efficient completion of the restructuring while also affording counterparties adequate time to raise any concerns regarding the assumption or rejection of their Executory Contracts and Unexpired Leases and Cure Costs.

IV. Approval of Assumption and Rejection of Executory Contracts and Unexpired Leases

32. Section 365(a) of the Bankruptcy Code provides that a debtor-in-possession “subject to the court’s approval, may assume or reject any executory contract or unexpired lease of the debtor.” 11 U.S.C. § 365(a). “The purpose behind allowing the assumption or rejection of executory contracts is to permit the trustee or debtor-in-possession to use valuable property of the estate and to ‘renounce title to and abandon burdensome property.’” *Orion Pictures Corp. v. Showtime Networks, Inc. (In re Orion Pictures Corp.)*, 4 F.3d 1095, 1098 (2d Cir. 1993) (citation omitted); *In re Republic Airways*, 547 B.R. 578, 582 (Bankr. S.D.N.Y. 2016); *see also In re Ames Dep’t Stores, Inc.*, 306 B.R. 43, 51-52 (Bankr. S.D.N.Y. 2004) (“The ability to reject provides the trustee or debtor-in-possession with the means to relieve the estate of the duty to perform on burdensome obligations at the expense of all the estate’s other creditors, and to avoid the incurrence of additional administrative expenses which lack a corresponding benefit to the estate.”).

33. Courts employ the business judgment standard in determining whether to approve a debtor’s decision to assume or reject an executory contract or unexpired lease. *See, e.g., In re Penn Traffic Co.*, 524 F.3d 373, 383 (2d Cir. 2008); *In re Orion Pictures Corp.*, 4 F.3d 1099; *In re Old Carco LLC (f/k/a/ Chrysler LLC)*, 406 B.R. 180, 196-97 (Bankr. S.D.N.Y. 2009).

34. Courts defer to a debtor’s business judgment in rejecting an executory contract or unexpired lease, and upon finding that a debtor has exercised its sound business judgment, approve the rejection under section 365(a) of the Bankruptcy Code. *See NLRB v. Bildisco & Bildisco*, 465 U.S. 513, 523 (1984) (recognizing “business judgment” standard used to approve rejection of executory contracts or unexpired leases); *In re Enron Corp.*, 2006 WL 898033, at *4 (Bankr. S.D.N.Y. Mar. 24, 2006) (“In determining whether to approve a [debtor’s]

decision to reject such lease or contract, a court applies the ‘business judgment’ test which is met if the rejection is beneficial to the estate.”) (citing *Nostas Assocs. v. Costich (In re Klein Sleep Products, Inc.)*, 78 F.3d 18, 25 (2d Cir. 1996)).

35. To assume an executory contract or unexpired lease, a debtor must cure any outstanding defaults under the contracts and lease to be assumed, compensate for any actual pecuniary losses and provide adequate assurance of future performance. 11 U.S.C. § 365(b)(2).

36. Rejecting Honeywell Agreements that are Executory Contracts or Unexpired Leases and assuming all other Executory Contracts or Unexpired Leases in connection with the Plan are appropriate exercises of the Debtors’ business judgment. The Honeywell Agreements that are Executory Contracts or Unexpired Leases are not necessary for the Debtors’ reorganization process and, given their obligations, create burdensome and untenable expenses on the Debtors’ estate. The Debtors’ rejection of such Honeywell Agreements will provide cost savings to the Debtors’ estates and enable the Debtors to emerge from bankruptcy more successfully.

37. The Debtors also submit that they have satisfied the Bankruptcy Code requirements for assumption of the Executory Contracts and Unexpired Leases. Cure Costs will be paid by the Debtors on the Effective Date of the Plan, as soon as reasonably practicable after the Effective Date, or in the ordinary course of business prior to the Effective Date, in each case as contemplated by the Plan. The Debtors submit that the assumption of the Executory Contracts and Unexpired Leases pursuant to the procedures herein are appropriate exercises of the Debtors’ business judgment and should be approved.

V. Establishment of Voting Record Date

38. Bankruptcy Rule 3017(d) provides that upon approval of a disclosure statement, except to the extent that the court orders otherwise, the debtor must provide all

creditors or equity security holders with copies of the chapter 11 plan, the disclosure statement, notice of the voting deadline and such other information as the court may direct. The creditors and equity security holders to be solicited for votes on the plan are determined as of the approval of the disclosure statement, “or another date fixed by the court, for cause, after notice and a hearing.” Fed. R. Bankr. P. 3017(d), 3018(a).

39. The Debtors request that the Court establish **February 15, 2021** as the record date (the “Voting Record Date”) for purposes of determining: (a) the Holders of Claims and Interests entitled to receive a Solicitation Package; (b) the Holders of Claims and Interests entitled to vote on the Plan and (c) whether Claims have been transferred properly to an assignee pursuant to Bankruptcy Rule 3001(e), such that the assignee can vote as the Holder of such Claim.

40. To avoid any confusion resulting from claims trading activity, the Debtors further request that the Holder of a Claim entitled to vote on the Plan be determined by reference to the Claims Register as may be modified by such notices of transfer as have been filed with the Court as of the Voting Record Date. The Debtors propose that, with respect to any transferred Claim, the transferee shall be entitled to receive a Solicitation Package and, if the Holder of such Claim is entitled to vote with respect to the Plan, cast a Ballot on account of such Claim only if all actions necessary to effectuate the transfer of the Claim pursuant to Bankruptcy Rule 3001(e) have been completed by the Voting Record Date. In the event a Claim is transferred after the Voting Record Date, the transferee of such Claim shall be bound by any vote on the Plan made by the Holder of such Claim as of the Voting Record Date.

41. With respect to Holders of Interests entitled to vote on the Plan, the Debtors propose that, solely for voting purpose, the amount of Interests held by a particular

Holder that will be used to tabulate acceptances or rejections of the Plan will be the number of Interests held by such Holder as of the Voting Record Date as evidenced on the transfer agent's share register for registered holders and a security position report representing Interests held by Nominees through the Depository Trust Company ("DTC") as of the Voting Record Date.

VI. Approval of Solicitation Packages, Solicitation Procedures and Notice of Unimpaired Status

A. Classes Under the Plan

42. Pursuant to the Plan, the Debtors have classified ten separate Classes of Claims and Interests. Of those Classes, the following Classes are entitled to vote to accept or reject the Plan (the "Voting Classes").

<u>Class</u>	<u>Designation</u>
Class 3	Prepetition Credit Agreement Claims
Class 4	Senior Subordinated Noteholder Claims
Class 6	Honeywell Plan Claims
Class 9	Existing Common Stock

43. Each Class listed above is or may be impaired and entitled to receive distributions under the Plan and, thus, is entitled to vote to accept or reject the Plan.

Accordingly, each Holder of a Claim or Interest in Classes 3, 4, 6 and 9 will receive a ballot for the respective Class in which it is entitled to vote, substantially in the form attached hereto as Exhibits F1-F7 (collectively, the "Ballots").

44. Section 1126(f) of the Bankruptcy Code provides that, for the purposes of soliciting votes in connection with confirmation of a plan of reorganization, "a class that is not impaired under a plan, and each holder of a claim or interest of such class, are conclusively presumed to have accepted the plan, and solicitation of acceptances with respect to such class from the holders of claims or interests of such class is not required." 11 U.S.C. § 1126(f). Under the proposed Plan, Holders of Claims in the following Classes (such Classes, the "Unimpaired

Classes”) are unimpaired and therefore, conclusively presumed to accept the Plan and, accordingly, are not entitled to vote:

Class	Designation
1	Other Priority Claims
2	Other Secured Claims
5	General Unsecured Claims

45. The Debtors do not intend to solicit votes on the Plan from Holders in the following Classes (the “Non-Voting Classes”):

Class	Designation
7	Intercompany Claims
8	Intercompany Interests
10	GMI Common Stock 510(b) Claims

Classes 7 and 8 are either deemed to reject or deemed to accept the Plan and are held by the Debtors and are not entitled to vote. Class 10 are Claims that are unliquidated, disputed or have not been adjudicated and Allowed as of the Voting Record Date, and therefore are not entitled to vote to accept or reject the Plan.

B. Approval of Solicitation Packages and Solicitation Procedures

46. Bankruptcy Rule 3017(d) requires that certain materials be provided to holders of claims and equity interests for the purpose of soliciting votes and providing adequate notice of the hearing on confirmation of a chapter 11 plan:

Upon approval of a disclosure statement,—except to the extent that the court orders otherwise with respect to one or more unimpaired classes of creditors or equity security holders—the debtor in possession, trustee, proponent of the plan, or clerk as the court orders shall mail to all creditors and equity security holders, and in a chapter 11 reorganization case shall transmit to the United States trustee,

- (1) the plan or a court-approved summary of the plan;
- (2) the disclosure statement approved by the court;

(3) notice of the time within which acceptances and rejections of such plan may be filed; and

(4) any other information as the court may direct, including any court opinion approving the disclosure statement or a court-approved summary of the opinion.

In addition, notice of the time fixed for filing objections and the hearing on confirmation shall be mailed to all creditors and equity security holders in accordance with Rule 2002(b), and a form of ballot conforming to the appropriate Official Form shall be mailed to creditors and equity security holders entitled to vote on the plan.

Fed. R. Bankr. P. 3017(d). In accordance with these requirements, the Debtors propose the following solicitation procedures (the “Solicitation Procedures”).

47. Within five business days of entry of the Order (the “Solicitation Mailing Deadline”), the Debtors will cause their solicitation agent, Kurtzman Carson Consultants LLC (the “Solicitation Agent” or “KCC”) to distribute a solicitation package (collectively, the “Solicitation Package”) to each Holder of a Claim or Interest in a Voting Class, by electronic mail where possible, containing the following materials:

- a. the cover letter to the Solicitation Package in the form attached hereto as Exhibit C (the “Solicitation Package Cover Letter”);
- b. the Confirmation Hearing Notice;
- c. the entered Order (without exhibits);
- d. instructions detailing how to access copies of the Disclosure Statement and Plan on the Solicitation Agent’s website and how to request hard copies of the Disclosure Statement and Plan;
- e. the applicable Ballot with detailed voting instructions and a pre-addressed, postage pre-paid return envelope⁶; and

⁶ Service of the Solicitation Package by electronic mail to Holders for which email addresses are available, as well as to beneficial holders of Class 4 Senior Subordinated Noteholder Claims and Class 9 Existing Common Stock, will not contain a pre-addressed, postage pre-paid return envelope.

f. such other materials as the Court may direct.

48. For Holders of Class 4 Senior Subordinated Noteholder Claims and Class 9 Existing Common Stock, the Debtors will also cause “master” and “beneficial holder” ballots to be distributed. For such Claims and Interests, representatives such as brokers, banks, commercial banks, transfer agents, trust companies, dealers, other agents or nominees, including securities depositories such as DTC, Euroclear Bank S.A./N.V. and Clearstream Banking, société anonyme (collectively, the “Nominees”), may in many instances hold the Claims or Interests on behalf of individual Holders themselves (collectively, the “Beneficial Holders”). To ensure proper tabulation of votes for such Claims and Interests, the Debtors will cause the Solicitation Agent to deliver Solicitation Packages to Holders of record as of the Voting Record Date, including Nominees, with instructions to forward the materials to the respective Beneficial Holders. Additionally, along with delivery of the Solicitation Packages to Nominees, the Debtors will cause the Solicitation Agent to also distribute master ballots (“Master Ballots”) to the Nominees. The Ballots for Beneficial Holders will instruct each Beneficial Holder voting on the Plan through a Nominee to return the Ballots for Beneficial Holders to the appropriate Nominee, if applicable, in sufficient time for such Nominee to timely cast votes to accept or reject the Plan on behalf of the Beneficial Holders on the Master Ballot by the Voting Deadline (defined below). For the avoidance of doubt, Nominees may use their customary procedures to distribute and solicit votes from their underlying Beneficial Holders (including, but not limited to, electronic methods and the use of a “voting instruction form” in lieu of a Ballot).

49. In accordance with the treatment of Holders of Class 9 Existing Common Stock under the terms of the Plan, the Ballots for Holders of Class 9 Existing Common Stock, including the Master Ballots and Ballots for Beneficial Holders, shall include an election (the

“Class 9 Election”) to each Holder of Existing Common Stock that votes to accept the Plan to exercise the Cash Election.

50. For all other Voting Classes, to avoid duplication and to further reduce expenses, the Debtors propose that: (a) creditors who have filed duplicate proofs of claim which are classified under the Plan in the same Class (or creditors who have filed claims purporting to amend or supersede previously filed proofs of claim), whether against the same Debtor or multiple Debtors, receive only one Solicitation Package for voting the relevant Claim with respect to such Class and (b) no Solicitation Packages be distributed to any person to whom the Debtors have mailed a notice of the Disclosure Statement Hearing, which notice has been returned as undeliverable (except in the event the Debtors are provided with accurate addresses as provided in the paragraph below).

51. The Debtors respectfully submit that where delivery of notice to a party’s address has already been attempted unsuccessfully, distributing further materials to that address would be unnecessarily wasteful. The Debtors therefore request that the requirements of Bankruptcy Rule 3017(d) (and other applicable provisions of the Bankruptcy Code and Bankruptcy Rules) be waived to the extent necessary to excuse the Debtors from distributing Solicitation Packages to any such address except to the extent the Debtors are provided with accurate addresses for the applicable parties at least five business days prior to the Solicitation Mailing Deadline.

52. Moreover, the Debtors seek a waiver of the requirement to include copies of the Plan and Disclosure Statement in the Solicitation Packages. The Plan and Disclosure Statement are voluminous documents even before accounting for exhibits thereto. The Debtors operate a global business with thousands of potential holders worldwide. In lieu of printing and

mailing copies of the Disclosure Statement and Plan to all holders of Claims and Interests, the Plan and Disclosure Statement will be available at no charge on the internet (<http://www.kccllc.net/garrettmotion>). In addition, any party entitled to receive a copy of the Plan and Disclosure Statement may request either an electronic copy on a USB flash drive or a paper copy from the Solicitation Agent by (i) visiting the Debtors' restructuring website at <http://www.kccllc.net/garrettmotion>, (ii) calling (866) 812-2297 (U.S. toll-free), +800 3742 6170 (international toll-free), (781) 575-4050 (U.S. Local (Toll) number) or (iii) e-mailing (GarrettInfo@kccllc.com). The Debtors believe this procedure provides ready access to the most up-to-date, searchable versions of the Plan and Disclosure Statement and related documents, and will result in substantial savings to the Debtors' estates. The same or similar relief has been granted in this district and others to debtors with voluminous chapter 11 plans and disclosure statements. *See, e.g., In re Westinghouse*, No. 17-10751 (MEW) (Bankr. S.D.N.Y. Feb. 22, 2018) [D.I. 2327]; *In re SunEdison*, Case No. 16-10992 (SMB) (Bankr. S.D.N.Y. June 13, 2017) [D.I. 3319]; *In re Exide Techs.*, Case No. 13-11482 (KJC) (Bankr. D. Del. Feb. 4, 2015) [D.I. 3092].

53. Bankruptcy Rule 3017(d) requires the Debtors to transmit a form of ballot that substantially conforms to Official Form No. 314 only to "creditors and equity security holders entitled to vote on the plan." Fed. R. Bankr. P. 3017(d). As provided above, the Debtors will distribute to Holders (or the authorized signatory of such Holders) of Claims and Interests in Voting Classes the applicable Ballot.

C. Approval of Non-Voting Notices

54. Bankruptcy Rule 3017(d) provides that:

If the court orders that the disclosure statement and the plan or a summary of the plan shall not be mailed to any unimpaired class, notice that the class is designated in the

plan as unimpaired and notice of the name and address of the person from whom the plan or summary of the plan and disclosure statement may be obtained upon request and at the plan proponent's expense, shall be mailed to members of the unimpaired class together with the notice of the time fixed for filing objections to and the hearing on confirmation.

Fed. R. Bankr. P. 3017(d).

55. Holders of Claims in the Unimpaired Class are deemed to accept the Plan under section 1126(f) of the Bankruptcy Code. Accordingly, consistent with Bankruptcy Rule 3017(d), their votes to accept or reject the Plan will not be solicited. In lieu of a Solicitation Package, the Debtors propose to serve on such Holders in Unimpaired Classes, on or before the Solicitation Mailing Deadline by electronic mail where possible: (a) the Confirmation Hearing Notice and (b) a notice of unimpaired status, substantially in the form attached hereto as Exhibit G (the "Notice of Unimpaired Status"), in each case by electronic service where possible.

56. Under section 1126(a) of the Bankruptcy Code, only "allowed" claims or interests may accept or reject a plan. Claims in Class 10 are unliquidated, disputed or have not been adjudicated and Allowed as of the Voting Record Date, and therefore are not entitled to vote to accept or reject the Plan. In lieu of a Solicitation Package, the Debtors propose to serve on such non-voting Holders, on or before the Solicitation Mailing Deadline by electronic mail where possible: (a) a Confirmation Hearing Notice and (b) a notice of non-voting status substantially in the form attached hereto as Exhibit H (the "Notice of Impaired Non-Voting Status") and together with the Notice of Unimpaired Status, the "Non-Voting Notices"), in each case by electronic service where possible.

57. The Non-Voting Notices will provide the applicable Holders with instructions for viewing or obtaining a copy of the Plan, Disclosure Statement and Order, as required by Bankruptcy Rule 3017(d). The Debtors submit that the proposed service of the

Confirmation Hearing Notice, combined with the service of the Non-Voting Notices, satisfy the requirements of Bankruptcy Rule 3017(d), and therefore request that such notices be approved by the Court.

58. Additionally, the Non-Voting Notices will include an election form annexed to such notice (the “Election Form”) to permit Holders to opt-in to the voluntary release in Section 11.9 of the Plan. The Election Form contains the full text of the voluntary release in Section 11.9 of the Plan and provides instructions for opting into such release. The deadline for Holders of Claims and Interests to opt-in to the releases contained in Section 11.9 of the Plan is the Voting Deadline. The Election Form also includes clear instructions regarding how to submit the Election Form and a pre-addressed, postage pre-paid return envelope.

59. The Debtors will not provide the Holders in Class 7 (Intercompany Claims) or Class 8 (Intercompany Interests) with a Solicitation Package, either Non-Voting Notice or any other type of notice in connection with solicitation. Those Classes are either deemed to reject or deemed to accept the Plan and are not entitled to vote. Nevertheless, in light of the fact that Claims and Interests in Classes 7 and 8 are all held by the Debtors, the Debtors are requesting a waiver from any requirement to serve such Holders of Intercompany Claims or Intercompany Interests with any notices or the Solicitation Package.

VII. Approval of Forms of Ballots and Voting and Tabulation Procedures

A. Approval of Forms of Ballots

60. Bankruptcy Rule 3018(c) provides that “[a]n acceptance or rejection shall be in writing, identify the plan or plans accepted or rejected, be signed by the creditor or equity security holder or an authorized agent, and conform to the appropriate Official Form.” Fed. R. Bankr. P. 3018(c). Each Ballot is based on Official Bankruptcy Form No. 314, with appropriate modifications to address the specific terms of the Plan.

61. The Debtors submit that the Ballots, including the Class 9 Election, have been prepared based on the appropriate official form and, if properly completed and submitted, will comply with the other requirements of Bankruptcy Rule 3018(c) and should be approved by the Court.

B. Establishment of Voting Deadline

62. Bankruptcy Rule 3017(c) provides that, on or before approval of a disclosure statement, the court must fix a time within which the holders of claims may vote to accept or reject a plan. *See* Fed. R. Bankr. P. 3017(c).

63. The Debtors accordingly request that all Holders of Claims and Interests entitled to vote on the Plan be required to (a) return their Ballots by (i) first-class mail, (ii) overnight courier or (iii) hand delivery or (b) submit their Ballots online at <http://www.kccllc.net/garrettmotion>, in each case, so that they are actually received by the Solicitation Agent on or before **March 24, 2021 at 8:00 p.m.** (Eastern Time) (the “Voting Deadline”); provided, that the Debtors reserve the right, at any time or from time to time, to extend the period of time during which Ballots will be accepted for any reason.

64. The proposed Voting Deadline will allow Holders of Claims and Interests entitled to vote on the Plan sufficient time to review the solicitation materials and make an informed decision to vote on the Plan. Such Holders will have no less than 28 days to vote to accept or reject the Plan. The Debtors therefore submit that the Voting Deadline is reasonable and appropriate, and should be approved by the Court.

65. In addition to accepting Ballots by first-class mail, overnight courier and hand delivery, the Debtors seek authority to accept Ballots via electronic, online transmission by utilizing the e-ballot platform on the Solicitation Agent’s website. Holders may cast an electronic Ballot and electronically sign and submit such e-ballot via the e-ballot platform by

visiting <http://www.kccllc.net/garrettmotion>, clicking on the “Submit E-Ballot or Opt-In Form” section of the website and following the directions to submit their electronic Ballot. The encrypted Ballot data and audit trail created by such electronic submission shall become part of the record of any electronic Ballot submitted in this manner, and the Holder’s electronic signature will be deemed to be an original signature that is legally valid and effective. The Debtors submit that allowing Holders to submit Ballots through this electronic process will be beneficial to the Holders, is reasonable and appropriate and should be approved by the Court. For the avoidance of doubt, electronic submissions of Ballots may only be made via the e-ballot platform. Ballots submitted by electronic mail, facsimile or any other means of electronic submission not specifically authorized by the Order shall not be counted.

C. Approval of Voting and Tabulation Procedures

66. Section 1126(c) of the Bankruptcy Code governs the requirements for the acceptance of a plan by a class of impaired claims, and provides that:

A class of claims has accepted a plan if such plan has been accepted by creditors, other than any entity designated under subsection (e) of this section, that hold at least two-thirds in amount and more than one-half in number of the allowed claims of such class held by creditors, other than any entity designated under subsection (e) of this section, that have accepted or rejected such plan.

11 U.S.C. § 1126(c).

67. Additionally, Bankruptcy Rule 3018(c) provides, in part, that “[a]n acceptance or rejection [of a plan] shall be in writing, identify the plan or plans accepted or rejected, be signed by the creditor or equity security holder or an authorized agent and conform to the appropriate Official Form.” Fed. R. Bankr. P. 3018(c). Consistent with these requirements, the Debtors propose to use the following procedures for voting on the Plan and tabulating Ballots

for purposes of section 1126(c) of the Bankruptcy Code (the “Voting and Tabulation Procedures”).

- a. Establishment of Claim Amount for Voting Purposes: Solely for the purposes of voting to accept or reject the Plan and not for the purpose of the allowance of, or distribution on account of, a Claim, the Debtors propose the following procedures for determining Claim amounts for voting purposes:
 - i. Each Holder of a Claim who has timely filed a Proof of Claim as of the Voting Record Date and is entitled to vote to accept or reject the Plan may vote the face amount of such Claim set forth on the Proof of Claim, except as otherwise provided in subsection (iii) or (iv) below;
 - ii. Each Holder of a Claim who has not filed a Proof of Claim by the Voting Record Date and is entitled to vote to accept or reject the Plan may vote the face amount of the Claim of such Holder set forth in the Debtors’ Schedules, except as otherwise provided in subsection (iii) or (iv) below;
 - iii. If a Claim has been estimated or otherwise Allowed for voting purposes by order of this Court, such Claim is temporarily Allowed in the amount so estimated or Allowed by this Court; or
 - iv. Ballots cast by Holders of contingent, wholly unliquidated, unknown or disputed Claims, including Claims against the Acquired Debtor Subsidiaries where such Claim is not included in the Acquired Debtor Subsidiaries’ Schedules and the Holder has not filed a Proof of Claim by the Voting Record Date, will count (i) for satisfying the numerosity requirement of section 1126(c) of the Bankruptcy Code and such a Ballot will count as a Ballot for a Claim in the amount of \$1.00 solely for the purposes of satisfying the dollar amount provisions of section 1126(c) of the Bankruptcy Code, and, if a Proof of Claim is filed as partially liquidated and partially unliquidated, such Claim will be Allowed for voting purposes only in the liquidated amount or (ii) in the amount such Claims may be subsequently allowed pursuant to section 502(b) of the Bankruptcy Code or temporarily allowed for voting purposes only pursuant to Bankruptcy Rule 3018(a) by order of the Court entered, after notice and hearing, no later than two business days prior to the Voting Deadline.

- b. Votes Not Counted. The following Ballots will not be counted or considered for any purpose in determining whether the Plan has been accepted or rejected:
- i. any Ballot received by the Solicitation Agent after the Voting Deadline, unless the Debtors have granted in writing an extension of the Voting Deadline with respect to such Ballot;
 - ii. any Ballot that is illegible or contains insufficient information to identify the Holder of the Claim;
 - iii. any Ballot cast by a person or entity that (A) does not hold a Claim in a Class that is entitled to vote on the Plan or (B) is not otherwise entitled to vote pursuant to the procedures described herein;
 - iv. any Ballot sent to the Debtors or the Debtors' financial or legal advisors, agents or representatives (other than the Solicitation Agent);
 - v. any unsigned Ballot;
 - vi. any Ballot not received in its executed, original form;
 - vii. other than through the ballot platform on the Solicitation Agent's website, any Ballot, other than the Master Ballots for Class 4 and Class 9, that is received by the Solicitation Agent by facsimile or other means of electronic transmission; or
 - viii. any Ballot not marked to accept or reject the Plan or marked both to accept and reject the Plan.
- c. Multiple Ballots. If multiple Ballots are received from the same Holder with respect to the same Claim prior to the Voting Deadline, the latest dated and properly executed Ballot received by the Voting Deadline shall be counted for voting purposes, subject to contrary order of the Court; provided, however, that where ambiguity exists with respect to which Ballot was the latest dated, the Solicitation Agent has the right to determine the appropriate tabulation of such Ballot and to contact the respective Holder to determine such Holder's intent in connection therewith.
- d. No Vote Splitting. All Claims must be voted in their entirety to either accept or reject the Plan.

- e. Ballots Signed by Representative. If a Ballot is signed by a trustee, executor, administrator, guardian, attorney-in-fact or other person acting in a fiduciary or representative capacity, such person shall be required to indicate such capacity when signing the Ballot. The Debtors may request proper evidence of such representative's authority to sign the Ballot prior to accepting such Ballot.
- f. Defective Ballots. Subject to contrary order of the Court, the Debtors may, in their sole discretion, waive any defects or irregularities as to any particular Ballot at any time (including the timeliness of the submission of a Ballot), either before or after the Voting Deadline; provided, however, that:
 - i. any such waivers shall be documented in the voting reports completed by the Solicitation Agent;
 - ii. neither the Debtors nor any other person or entity will be under any duty to provide notification of such defects or irregularities other than as provided in the voting reports prepared by the Solicitation Agent, nor will any of them incur any liability for failure to provide such notification; and
 - iii. unless waived by the Debtors, subject to contrary order of the Court, any defects or irregularities associated with the delivery of Ballots must be cured prior to the Voting Deadline or such Ballots will not be counted.
- g. No Class Votes. If no votes to accept or reject the Plan are received with respect to a particular class, such class shall be deemed to have voted to accept the Plan.
- h. 1126(e) Designation. In the event a designation is requested by a party-in-interest under section 1126(e) of the Bankruptcy Code, the Court will determine whether any vote to accept or reject the Plan will be counted for purposes of determining whether the Plan has been accepted or rejected by the applicable person or entity.

68. Additionally, in connection with the tabulation of votes, the Debtors shall cause its Solicitation Agent to tabulate elections made by Holders in Class 9 Existing Common Stock in the Class 9 Election.

69. The Debtors submit that they have shown good cause for implementing the voting and tabulation procedures described herein, and therefore request that such procedures be approved.

VIII. Establishment of Notice and Objection Procedures for Confirmation of the Plan

A. Establishment of the Confirmation Hearing Date and Voting Report Deadline

70. Section 1128(a) of the Bankruptcy Code provides that “[a]fter notice, the court shall hold a hearing on confirmation of a plan.” Local Rule 3018-1 further requires that, at least seven days prior to the hearing on confirmation of a chapter 11 plan, the proponent of a plan shall certify to the Court in writing the amount and number of allowed claims or allowed interests of each class accepting or rejecting the plan and any ballots not counted (the “Voting Report”). Local Rule 3018-1(a) further requires that the Debtors must serve the Voting Report upon the U.S. Trustee and the Creditors’ Committee, in addition to the Court.

71. The Debtors request that the Court schedule the hearing to consider confirmation of the Plan (the “Confirmation Hearing”) on **April 6, 2021 at 10:00 a.m. (Eastern Time)**, subject to the Court’s availability. The Debtors further request that the Debtors or the Court may adjourn the Confirmation Hearing, subject to the applicable terms of the Restructuring Support Agreement and the Subscription Agreement, without further notice other than by announcement in open court and/or notice(s) of adjournment filed on the docket with the Court’s permission.

72. The Debtors seek to ensure that parties-in-interest have sufficient time to review and analyze the Plan and Disclosure Statement and make an informed decision as to whether to vote to accept or reject the Plan or support or object to the Plan. The proposed Voting Deadline is March 24, 2021 at 8:00 p.m. (Eastern Time), and the Debtors and the Solicitation

Agent will need sufficient time to prepare the Voting Report. Thus, the Debtors request to set the deadline to file the Voting Report for **March 31, 2021** (the “Voting Report Deadline”).

73. The Debtors submit that the proposed scheduling of the Confirmation Hearing and the Voting Report Deadline is in accordance with section 1128(a) of the Bankruptcy Code, will enable the Debtors to pursue confirmation of the Plan in a timely fashion, is reasonable and appropriate and should be approved.

B. Establishment of Procedures and Form of Notice of the Confirmation Hearing and Confirmation Objection Deadline

74. Bankruptcy Rules 2002(b) and 3017(d) require no less than 28 days’ notice to all holders of claims and equity interests of the time fixed for filing objections to the confirmation of a chapter 11 plan. Pursuant to Bankruptcy Rule 3020(b)(1), objections to confirmation of a plan must be filed and served “within a time fixed by the court.” Local Rule 3020-1 further provides that, unless the court orders otherwise, objections to confirmation of a chapter 11 plan shall be filed no later than seven days prior to the first date set for the confirmation hearing.

75. Accordingly, on or before the Solicitation Mailing Deadline and simultaneously with the distribution of the Solicitation Packages as described herein, the Debtors propose to serve, by electronic mail where possible, the notice of the date and time of the Confirmation Hearing (the “Confirmation Hearing Notice”) on: (a) the Chambers of the Honorable Michael E. Wiles, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, New York 10004; (b) the U.S. Trustee; (c) all known creditors; (d) all equity security holders; (e) the Internal Revenue Service; (f) 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. and Candace M.

Arthur, Esq.; (g) 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, Jonathan D. Canfield, Joanne Lau and Alexander A. Fraser; (h) 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, Steven A. Domanowski, Robert A. Klyman and Matthew G. Bouslog; (i) counsel to KPS Capital Partners, LP, as stalking horse bidder, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, NY 10017, Attn: Brian M. Resnick and Joshua Y. Sturm; (j) counsel to the ad hoc group of bondholders, Ropes & Gray LLP, 1211 Avenue of the Americas, New York, NY 10036, Attn: Matthew M. Roose and Mark I. Bane; (k) counsel to the Creditors' Committee, White & Case LLP, 1221 Avenue of the Americas New York, New York 10020, Attn: Brian D. Pfeiffer, Philip Abelson, Harrison Denman and John J. Ramirez; (l) proposed counsel to the Equity Committee, Kasowitz Benson Torres LLP, 1633 Broadway, New York, NY 10019, Attn: Andrew K. Glenn and David S. Rosner; (m) the U.S. Trustee (Attn: Benjamin Higgins, Esq.); (n) counsel to Deutsche Trustee Company Limited, as indenture trustee under the Debtors' 5.125% senior notes due 2026, Norton Rose Fulbright, 1301 Avenue of the Americas, New York, NY 10019, Attn: Francisco Vasquez and (o) to the extent not listed herein, those parties requesting notice pursuant to Bankruptcy Rule 2002 (the "Notice Parties"), in each case only to the extent such parties have not otherwise been served with the Confirmation Hearing Notice pursuant to the Order.

76. The proposed Confirmation Hearing Notice includes, among other things: (a) instructions for viewing or obtaining copies of the Disclosure Statement, the Plan and the Order from the Solicitation Agent and/or the Court's website; (b) notice of the date by which the

Debtors will file the Plan Supplement;⁷ (c) the Confirmation Objection Deadline and procedures and requirements for objecting to the confirmation of the Plan and (d) the date, time and location of the Confirmation Hearing.

77. In addition, the Debtors believe that it is necessary and appropriate, in light of the circumstances, to provide notice of the Confirmation Hearing to entities whose names and addresses are unknown to Debtors and to provide supplemental notice to known holders of potential claims. Therefore, pursuant to Bankruptcy Rule 2002(1), the Debtors seek to publish the Confirmation Hearing Notice in *The Financial Times* and *The New York Times* within five business days of the entry of the Order. The Debtors believe that the publication will provide sufficient notice of, among other things, the entry of the Order, the Confirmation Objection Deadline and the Confirmation Hearing to parties who did not otherwise receive notice thereof by mail.

78. Pursuant to Bankruptcy Rule 3020(b)(1), objections to confirmation of a plan must be filed and served “within a time fixed by the court.” Fed. R. Bankr. 3020(b)(1). Local Rule 3020-1 additionally requires that objections to confirmation of a plan be filed not later than seven days prior to the hearing on confirmation of a plan unless the Court orders otherwise. Accordingly, the Debtors propose to establish **March 24, 2021 at 4:00 p.m. (Eastern Time)** as the deadline to object to confirmation of the Plan (the “Confirmation Objection Deadline”).

⁷ The Plan Supplement(s) may be filed by the Debtors no later than March 17, 2021 (the “Plan Supplement Filing Deadline”). On or before the Plan Supplement Filing Deadline, the Debtors propose to serve notice of the filing of the Plan Supplement, if any, in substantially the form attached hereto as Exhibit I (the “Notice of Plan Supplement”) on the Notice Parties (as defined below) via electronic mail, where available.

79. In accordance with Bankruptcy Rule 3020(b), the Debtors propose that any objection to confirmation of the Plan must: (a) be in writing; (b) comply with the Bankruptcy Code, the Bankruptcy Rules and the Local Rules; (c) set forth the name of the objector, the nature and amount of Claims or Interests held or asserted by the objector against the particular Debtor or Debtors; (d) state the basis and the specific grounds therefor and (e) be filed with the Court, together with proof of service thereof, and served upon and received by counsel to the Debtors and the Notice Parties.

80. The Debtors submit that the proposed Confirmation Objection Deadline, Confirmation Hearing Notice and related notice and objection procedures and requirements will ensure appropriate notice of the Confirmation Hearing and Confirmation Objection Deadline as required by Bankruptcy Rules 2002(b) and 3017(d), are reasonable and appropriate and should be approved by the Court pursuant to Bankruptcy Rule 3020(b).

IX. Approval of the Rights Offering Procedures and the Rights Offering Materials

81. The Debtors respectfully request that the Court approve the Rights Offering Procedures and the Rights Offering Materials. Section 363(b) of the Bankruptcy Code provides, in relevant part, that a debtor, “after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b). Courts within the Second Circuit have determined that approval of a debtor’s actions under Bankruptcy Code section 363(b)(1) requires a debtor to show that its decision was based on its business judgment. *See Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1070 (2d Cir. 1983) (requiring “some articulated business justification” to approve the use, sale or lease of property outside the ordinary course of business); *In re Ionosphere Clubs, Inc.*, 100 B.R. 670, 675 (Bankr. S.D.N.Y. 1989) (noting that the standard for determining a section 363(b) motion is “good business reason”). To determine whether the business judgment test is

satisfied, “the court ‘is required to examine whether a reasonable business person would make a similar decision under similar circumstances.’” *In re Dura Auto. Sys. Inc.*, No. 06-11202, 2007 Bankr. LEXIS 2764, at *272 (Bankr. D. Del. Aug. 15, 2007) (quoting *In re Exide Techs.*, 340 B.R. 222, 239 (Bankr. D. Del. 2006)).

82. Moreover, under section 105(a) of the Bankruptcy Code, “[t]he court may issue any order . . . that is necessary or appropriate to carry out the provisions of this title.” In essence, the Court may enter an order that safeguards the value of the debtor’s estate if doing so is consistent with the Bankruptcy Code. *See Chinichian v. Campolongo (In re Chinichian)*, 784 F.2d 1440, 1443 (9th Cir. 1986) (“Section 105 sets out the power of the bankruptcy court to fashion orders as necessary pursuant to the purposes of the Bankruptcy Code.”). Thus, to the extent that approval of the Rights Offering Procedures and the Rights Offering Materials is necessary to effectuate consummation of the Plan, the Debtors believe that the Court’s application of section 105(a) of the Bankruptcy Code here is appropriate.

83. The Rights Offering is a key component of the restructuring contemplated under the Plan. The Rights Offering is sized to raise up to \$250 million of gross proceeds and any unsubscribed portion of the Offered Shares will be purchased by the Plan Sponsor. The proceeds from this \$250 million new money rights offering and the purchase of common stock in New GMI by the Plan Sponsor are expected to generate the funding necessary to enable the Debtors’ emergence from these chapter 11 cases.

84. The Debtors submit that the approval of the Rights Offering Procedures, which detail the procedures and instructions for participating in the Rights Offering, substantially in the form attached hereto as Exhibit J, and the Rights Offering Materials necessary to the consummation of the Rights Offering, including the applicable subscription form, substantially

in the form attached hereto as Exhibit K, is necessary to the successful effectuation of the Rights Offering and to provide Eligible Holders of Class 9 Existing Common Stock a fair and reasonable opportunity to participate in the Rights Offering. Accordingly, the Debtors believe that approval of the Rights Offering Procedures and the Rights Offering Materials is in the best interests of their estates and creditors, necessary to effectuate consummation of the Plan and an appropriate exercise of business judgment.

85. Upon the Court's entry of the Order, the Debtors intend to commence the Rights Offering on February 25, 2021, and, in accordance with the Rights Offering Procedures, propose to set a Subscription Expiration Deadline of March 24, 2021 at 5:00 p.m. (Eastern Time). The proposed duration of the Rights Offering will afford eligible offerees 27 days to participate in the Rights Offering and is reasonable under the circumstances and is consistent with the Subscription Agreement.

86. This Court has granted similar relief in approving rights offerings. *See, e.g., In re Aegerion Pharmaceuticals, Inc.*, Case No. 19-11632 (MG) (Bankr. S.D.N.Y. June 3, 2019); *In re Pacific Drilling S.A.*, Case No. 17-13193 (MEW) (Bankr. S.D.N.Y. October 1, 2018); *In re SunEdison, Inc.*, Case No. 16-10992 (SMB) (Bankr. S.D.N.Y. June 6, 2017); *In re AOG Entertainment, Inc.*, No. 16-11090 (SMB) (Bankr. S.D.N.Y. Aug. 4, 2016); *In re Chemtura Corporation*, Case No. 09-11233 (REG) Bankr. S.D.N.Y. Aug. 5, 2010).

Reservation of Rights

87. Nothing in this Motion: (a) is intended or shall be deemed to constitute an assumption of any agreement pursuant to section 365 of the Bankruptcy Code or an admission as to the validity of any claim against the Debtors or their estates; (b) shall impair, prejudice, waive, or otherwise affect the rights of the Debtors or their estates to contest the validity, priority or

amount of any claim against the Debtors or their estates; (c) shall impair, prejudice, waive or otherwise affect the rights of the Debtors or their estates with respect to any and all claims or causes of action against any third party or (d) shall be construed as a promise to pay a claim or continue any applicable program post-petition, which decision shall be in the discretion of the Debtors. Any payment made pursuant to an order of the Court granting the relief requested herein is not intended to be nor should it be construed as an admission as to the validity of any claim or a waiver of the Debtors' rights to subsequently dispute such claim.

Notice

88. Notice of this Motion has been provided to: (a) the U.S. Trustee; (b) counsel to the Creditors' Committee, White & Case LLP, 1221 Avenue of the Americas New York, New York 10020, Attn: Brian D. Pfeiffer, Philip Abelson, Harrison Denman and John J. Ramirez; (c) proposed counsel to the Equity Committee, Kasowitz Benson Torres LLP, 1633 Broadway, New York, NY 10019, Attn: Andrew K. Glenn and David S. Rosner; (d) 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. and Candace M. Arthur, Esq.; (e) 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, Jonathan D. Canfield, Joanne Lau and Alexander A. Fraser; (f) counsel to Deutsche Trustee Company Limited, as indenture trustee under the Debtors' 5.125% senior notes due 2026, Norton Rose Fulbright, 1301 Avenue of the Americas, New York, NY 10019, Attn: Francisco Vasquez; (g) 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, Steven A. Domanowski, Robert A. Klyman and Matthew G. Bouslog; (h) counsel to the ad hoc group of bondholders, Ropes & Gray LLP, 1211

Avenue of the Americas, New York, NY 10036, Attn: Matthew M. Roose and Mark I. Bane; (i) counsel to KPS Capital Partners, LP, as stalking horse bidder, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, NY 10017, Attn: Brian M. Resnick and Joshua Y. Sturm; and (j) to the extent not listed herein, those parties requesting notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be provided.

No Prior Request

89. No prior motion for the relief requested herein has been made to this or any other Court.

Conclusion

WHEREFORE, for the reasons set forth herein, the Debtors respectfully request that the Court (a) enter the Order, substantially in the form attached hereto as Exhibit A and (b) grant such other and further relief as is just and proper.

Dated: January 8, 2021
New York, New York

/s/ Andrew G. Dietderich
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Counsel to the Debtors

EXHIBIT A

Solicitation Procedures Order

and tabulation procedures; (vi) establishing notice and objection procedures relating to the confirmation of the Plan, including the proposed assumption or rejection, pursuant to section 365 of the Bankruptcy Code, of certain of the Debtors' Executory Contracts and Unexpired Leases and the associated payment of Cure Costs and (vii) approving the Rights Offering Procedures and the Rights Offering Materials; 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 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 FOUND AND DETERMINED THAT:

1. Disclosure Statement. The Disclosure Statement (together with the exhibits thereto) provides Holders of Claims and Interests entitled to vote on the Plan (the "Voting Classes") with adequate information in accordance with section 1125(b) of the Bankruptcy Code and complies with the requirements of section 1125 of the Bankruptcy Code.
2. Notice of Disclosure Statement Confirmation Hearing. The Debtors provided adequate and sufficient notice of the hearing to consider the Motion, including approval

of the Disclosure Statement, the manner in which a copy of the Disclosure Statement (and exhibits thereto, including the Plan) could be obtained and the time fixed for filing objections thereto, in satisfaction of the requirements of the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules.

3. Solicitation and Confirmation Schedule. The Debtors' proposed schedule and procedures relating to solicitation of votes on the Plan and confirmation of the Plan, as set forth herein, provides parties-in-interest with sufficient time to review and consider all solicitation materials, including the Plan, the Disclosure Statement, the Plan Supplement and other information and materials relating to confirmation of the Plan, provides Holders of Claims and Interests with sufficient time to make an informed judgment to accept or reject the Plan and provides all parties-in-interest in these Chapter 11 Cases with sufficient time to object to confirmation of the Plan.

4. Procedures Concerning Executory Contracts and Unexpired Leases. The procedures for assumption or rejection of Executory Contracts and Unexpired Leases, the Cure Notice substantially in the form attached to the Motion as Exhibit D, and the Rejection Notice substantially in the form attached to the Motion as Exhibit E comply with the requirements of Local Rule 6006-1 and are reasonably calculated to provide each counterparty to an Executory Contract or Unexpired Lease with proper notice of (a) the Debtors' proposed assumption or rejection of such Executory Contract or Unexpired Lease and (b) the procedures and requirements for such counterparty to assert an objection to the proposed assumption, proposed rejection or Cure Cost by the Contract Objection Deadline. If no objection is timely received with respect to an Executory Contract or Unexpired Lease, the counterparty to that Executory Contract or Unexpired Lease (a) shall be deemed to have forever waived and released any

objection and assented to (i) the assumption or rejection of such Executory Contract or Unexpired Lease, and (ii) the Cure Cost specified in the Cure Notice and (b) shall be forever barred from asserting any objection to the assumption or rejection of such Executory Contract or Unexpired Lease.

5. Solicitation Procedures and Non-Voting Notices. The Solicitation Procedures set forth in the Motion, including the service of the Solicitation Package to Holders of Claims and Interests in Voting Classes, the delivery by electronic mail where possible, of the notice substantially in the form attached to the Motion as Exhibit G (the “Notice of Unimpaired Status”) to Holders of Claims in the Unimpaired Classes and the delivery by electronic mail where possible, of the notice substantially in the form attached to the Motion as Exhibit H (the “Notice of Impaired Non-Voting Status”) to Holders of Claims in Class 10 (GMI Common Stock 510(b) Claims) provide Holders with adequate information to make informed decisions with respect to voting on the Plan in accordance with Bankruptcy Rule 3017(d) and other applicable provisions of the Bankruptcy Code, Bankruptcy Rules and the Local Rules.

6. Confirmation Hearing Notice. Service of the notice of the date, time and location of the Confirmation Hearing, the deadline for objecting to confirmation of the Plan and information regarding the discharge, injunction, exculpation and release provisions set forth in Section 11 of the Plan, substantially in the form attached to the Motion as Exhibit B (the “Confirmation Hearing Notice”), constitutes good and sufficient notice of the Confirmation Hearing to Holders of Claims and Interests in Voting Classes and other parties-in-interest in these Chapter 11 Cases, in satisfaction of the requirements of due process and in accordance with Bankruptcy Rules 2002(b) and 3017(d) and other applicable provisions of the Bankruptcy Code, Bankruptcy Rules and the Local Rules.

7. Ballots and Voting and Tabulation Procedures. The Voting and Tabulation Procedures set forth in the Motion and the Ballots substantially in the form attached to the Motion as Exhibits F1-F7 adequately address the circumstances of these Chapter 11 Cases and provide for a fair and equitable voting process appropriate for the Voting Classes. The Ballots are consistent with Official Bankruptcy Form No. 314 and comply with Bankruptcy Rule 3018(c). Ballots do not need to be provided to Holders of Claims in the Unimpaired Classes, which are classified as unimpaired under the Plan and are conclusively presumed to accept the Plan pursuant to section 1126(f) of the Bankruptcy Code. Ballots also do not need to be provided to Holders of Intercompany Claims or Intercompany Interests.

8. Rights Offering Procedures. The duration of the Rights Offering during which offerees may subscribe to the Rights Offering is reasonable under the circumstances.

IT IS HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.

A. Approval of the Disclosure Statement.

2. The Disclosure Statement is approved pursuant to section 1125(b) of the Bankruptcy Code and Bankruptcy Rule 3017(b) and, to the extent not withdrawn, settled or otherwise resolved, any objections to the approval of the Disclosure Statement are overruled.

B. Establishment of Schedule for Solicitation and Confirmation.

3. The following dates and deadlines are hereby established with respect to solicitation of votes on the Plan, confirmation of the Plan and the Rights Offering:

- a. **February 15, 2021** shall be the record date for purposes of determining: (a) the Holders of Claims and Interests entitled to receive a Solicitation Package; (b) the Holders of Claims and Interests entitled to vote on the Plan and (c) whether Claims or Interests have been properly transferred to an assignee pursuant to Bankruptcy Rule 3001(e) such that the assignee can vote as the Holder of such Claim (the "Voting Record Date");

- b. **February 15, 2021** shall be the date and time for the determination of the Holders of Existing Common Stock eligible to participate in the Rights Offering;
- c. The Debtors shall distribute the Solicitation Packages, the Unimpaired Creditor Notice and Confirmation Hearing Notice to Holders of Claims and Interests, as applicable, within five business days of this Order being entered (the “Solicitation Mailing Deadline”);
- d. The Rights Offering shall commence on **February 25, 2021**;
- e. **March 24, 2021 at 4:00 p.m. (Eastern Time)** shall be the date by which objections to the Confirmation of the Plan must be filed with this Court and served so as to be **actually received** by the Notice Parties (the “Confirmation Objection Deadline”);
- f. **March 24, 2021 at 5:00 p.m. (Eastern Time)** shall be the deadline for Eligible Holders of Existing Common Stock to subscribe for Offered Shares;
- g. All Holders of Claims and Interests entitled to vote on the Plan must complete, execute and return their Ballots so that they are **actually received** by the Solicitation Agent pursuant to the Voting and Tabulation Procedures, on or before **March 24, 2021 at 8:00 p.m. (Eastern Time)** (the “Voting Deadline”);
- h. **March 31, 2021** shall be the deadline to file the Voting Report; and
- i. This Court shall consider the confirmation of the Plan at a hearing to be held on **April 6, 2021 at 10:00 a.m. Eastern Time** (the “Confirmation Hearing”).

C. Approval of Solicitation Packages, Solicitation Procedures and Notice of Unimpaired Status.

4. The Solicitation Procedures are hereby approved as set forth herein. On or before the Solicitation Mailing Deadline, the Debtors shall cause the Solicitation Agent to distribute a Solicitation Package to each Holder of a Claim or Interest in a Voting Class, containing the following materials (collectively, the “Solicitation Package”), which are hereby approved:

- a. the cover letter to the Solicitation Package substantially in the form attached to the Motion as Exhibit C (the “Solicitation Package Cover Letter”);
- b. the Confirmation Hearing Notice;
- c. this Order (without exhibits);
- d. instructions detailing how to access copies of the Disclosure Statement and Plan on the Solicitation Agent’s website and how to request hard copies of the Disclosure Statement and Plan; and
- e. the applicable Ballot with detailed voting instructions and a pre-addressed, postage pre-paid return envelope.

5. Any party that has filed duplicate proofs of claim which are classified under the Plan in the same Class (or that has filed a claim purporting to amend or supersede a previously filed proof of claim), whether against the same Debtor or multiple Debtors, shall receive only one Solicitation Package for voting the relevant Claim with respect to such Class.

6. No Solicitation Packages shall be distributed to any person to whom the Debtors have mailed a notice of the Disclosure Statement Hearing, if such notice has been returned as undeliverable, except to the extent the Debtors are provided with accurate addresses for the applicable parties at least five business days prior to the Solicitation Mailing Deadline.

7. In lieu of printing and mailing copies of the Disclosure Statement and Plan to all holders of Claims and Interests, the Plan and Disclosure Statement will be available at no charge on the internet (<http://www.kccllc.net/garrettmotion>). In addition, any party entitled to receive a copy of the Plan and Disclosure Statement may request either an electronic copy on a USB flash drive or a paper copy from the Solicitation Agent by (i) visiting the Debtors’ restructuring website at <http://www.kccllc.net/garrettmotion>, (ii) calling (866) 812-2297 (U.S. toll-free), +800 3742 6170 (international toll-free), (781) 575-4050 (U.S. Local (Toll) number) or (iii) e-mailing (GarrettInfo@kccllc.com).

8. Holders of Claims in the Unimpaired Classes, which are conclusively presumed to have accepted the Plan, shall receive by electronic mail where possible, the Notice of Unimpaired Status, which is hereby approved. Such service of Notice of Unimpaired Status shall constitute good and sufficient notice of the Holder's status as unimpaired.

9. Holders of Claims in Class 10 (GMI Common Stock 510(b) Claims) shall receive by electronic mail where possible, the Notice of Impaired Non-Voting Status, which is hereby approved. Such service of Notice of Impaired Non-Voting Status shall constitute good and sufficient notice of the Holders' non-voting status.

10. The Debtors are not required to mail Solicitation Packages or other solicitation materials to Holders in Class 7 (Intercompany Claims) or Class 8 (Intercompany Interests).

11. Subject to the applicable terms of the Restructuring Support Agreement and the Subscription Agreement, the Debtors are hereby authorized to modify the Disclosure Statement, the Plan and the Ballots and other related documents approved pursuant to this Order, without further order of this Court, at any time before distributing Solicitation Packages; provided that such modifications are not material as determined by the Debtors in good faith.

D. Approval of Forms of Ballots and Voting and Tabulation Procedures.

12. The Ballots, including the Class 9 Election, are hereby approved.

13. The Debtors are authorized to accept Ballots submitted electronically through the e-ballot platform on the Solicitation Agent's website. Holders may cast an electronic Ballot and electronically sign and submit such e-ballot via the e-ballot platform by visiting <http://www.kccllc.net/garrettmotion>, clicking on the "Submit E-Ballot or Opt-In Form" section of the website and following the directions to submit their electronic Ballot. The encrypted Ballot data and audit trail created by such electronic submission shall become part of the record

of any electronic Ballot submitted in this manner and the Holder's electronic signature will be deemed to be an original signature that is legally valid and effective. For the avoidance of doubt, electronic submissions of Ballots may only be made via the e-ballot platform, provided that Master Ballots for Class 4 and Class 9 may be submitted via electronic mail to the Debtors' Solicitation Agent. Ballots submitted by electronic mail, facsimile or any other means of electronic submission not specifically authorized by this Order shall not be counted.

14. The Debtors are authorized to solicit, receive and tabulate votes on the Plan in accordance with the Voting and Tabulation Procedures, which are hereby approved as follows:

- a. Establishment of Claim Amount for Voting Purposes: Solely for the purposes of voting to accept or reject the Plan and not for the purpose of the allowance of, or distribution on account of, a Claim, the Debtors propose the following procedures for determining Claim amounts for voting purposes:
 - i. Each Holder of a Claim who has timely filed a Proof of Claim as of the Voting Record Date and is entitled to vote to accept or reject the Plan may vote the face amount of such Claim set forth on the Proof of Claim, except as otherwise provided in subsection (iii) or (iv) below;
 - ii. Each Holder of a Claim who has not filed a Proof of Claim by the Voting Record Date and is entitled to vote to accept or reject the Plan may vote the face amount of the Claim of such Holder set forth in the Debtors' Schedules, except as otherwise provided in subsection (iii) or (iv) below;
 - iii. If a Claim has been estimated or otherwise Allowed for voting purposes by order of this Court, such Claim is temporarily Allowed in the amount so estimated or Allowed by this Court; or
 - iv. Ballots cast by Holders of contingent, wholly unliquidated, unknown or disputed Claims, including Claims against the Acquired Debtor Subsidiaries where such Claim is not included in the Acquired Debtor Subsidiaries' Schedules and the Holder has not filed a Proof of Claim by the Voting Record Date, will count (i) for satisfying the numerosity

requirement of section 1126(c) of the Bankruptcy Code and such a Ballot will count as a Ballot for a Claim in the amount of \$1.00 solely for the purposes of satisfying the dollar amount provisions of section 1126(c) of the Bankruptcy Code and, if a Proof of Claim is filed as partially liquidated and partially unliquidated, such Claim will be Allowed for voting purposes only in the liquidated amount or (ii) in the amount such Claims may be subsequently allowed pursuant to section 502(b) of the Bankruptcy Code or temporarily allowed for voting purposes only pursuant to Bankruptcy Rule 3018(a) by order of the Court entered, after notice and hearing, no later than two business days prior to the Voting Deadline.

- b. Votes Not Counted. The following Ballots will not be counted or considered for any purpose in determining whether the Plan has been accepted or rejected:
- i. any Ballot received by the Solicitation Agent after the Voting Deadline, unless the Debtors have granted in writing an extension of the Voting Deadline with respect to such Ballot;
 - ii. any Ballot that is illegible or contains insufficient information to identify the Holder of the Claim;
 - iii. any Ballot cast by a person or entity that (A) does not hold a Claim in a Class that is entitled to vote on the Plan or (B) is not otherwise entitled to vote pursuant to the procedures described herein;
 - iv. any Ballot sent to the Debtors or the Debtors' financial or legal advisors, agents or representatives (other than the Solicitation Agent);
 - v. any unsigned Ballot;
 - vi. any Ballot not received in its executed, original form;
 - vii. other than through the ballot platform on the Solicitation Agent's website, any Ballot, other than the Master Ballot for Class 4 and Class 9, that is received by the Solicitation Agent by facsimile or other means of electronic transmission; or
 - viii. any Ballot not marked to accept or reject the Plan or marked both to accept and reject the Plan.

- c. Multiple Ballots. If multiple Ballots are received from the same Holder with respect to the same Claim prior to the Voting Deadline, the latest dated Ballot received by the Voting Deadline shall be counted for voting purposes, subject to contrary order of the Court; provided, however, that where ambiguity exists with respect to which Ballot was the latest dated, the Solicitation Agent has the right to determine the appropriate tabulation of such Ballot and to contact the respective Holder to determine such Holder's intent in connection therewith.
- d. No Vote Splitting. All Claims must be voted in their entirety to either accept or reject the Plan.
- e. Ballots Signed by Representative. If a Ballot is signed by a trustee, executor, administrator, guardian, attorney-in-fact or other person acting in a fiduciary or representative capacity, such person shall be required to indicate such capacity when signing the Ballot. The Debtors may request proper evidence of such representative's authority to sign the Ballot prior to accepting such Ballot.
- f. Defective Ballots. Subject to contrary order of the Court, the Debtors may, in their sole discretion, waive any defects or irregularities as to any particular Ballot at any time (including the timeliness of the submission of a Ballot), either before or after the Voting Deadline; provided, however, that:
 - i. any such waivers shall be documented in the voting reports completed by the Solicitation Agent;
 - ii. neither the Debtors nor any other person or entity will be under any duty to provide notification of such defects or irregularities other than as provided in the voting reports prepared by the Solicitation Agent, nor will any of them incur any liability for failure to provide such notification; and
 - iii. unless waived by the Debtors, subject to contrary order of the Court, any defects or irregularities associated with the delivery of Ballots must be cured prior to the Voting Deadline or such Ballots will not be counted.
- g. No Class Votes. If no votes to accept or reject the Plan are received with respect to a particular class, such class shall be deemed to have voted to accept the Plan.
- h. 1126(e) Designation. In the event a designation is requested by a party-in-interest under section 1126(e) of the Bankruptcy Code, the

Court will determine whether any vote to accept or reject the Plan will be counted for purposes of determining whether the Plan has been accepted or rejected by the applicable person or entity.

15. In accordance with section 1125(e) of the Bankruptcy Code, to the fullest extent permitted by law, the Debtors (including each of their respective directors, officers, employees, shareholders, members, partners, agents or representatives (including attorneys, accountants, financial advisors and investment bankers), each solely in their capacity as such) shall not incur any liability on account of soliciting votes on the Plan or participating in such solicitation, for violation of any applicable law, rule or regulation governing solicitation of acceptance or rejection of a plan.

E. Assumption or Rejection of Executory Contract or Unexpired Lease.

16. The procedures concerning the assumption or rejection of Executory Contracts and Unexpired Leases in the Motion are hereby approved.

17. The Cure Notice, substantially in the form annexed to the Motion as Exhibit D, is hereby approved in its entirety.

18. The Rejection Notice, substantially in the form annexed to the Motion as Exhibit E, is hereby approved in its entirety.

19. At least 14 days prior to the Confirmation Hearing, the Debtors shall file with the Court the list of Executory Contracts and Unexpired Leases proposed to be assumed and serve (i) the Cure Notice on the applicable non-Debtor counterparties to Executory Contracts and Unexpired Leases proposed to be assumed and (ii) the Rejection Notice on the applicable Honeywell entities with respect to the Honeywell Agreements that are Executory Contracts or Unexpired Leases proposed to be rejected.

20. Any counterparty to an Executory Contract or Unexpired Lease that disputes (i) the proposed Cure Costs, (ii) the ability of the applicable Debtor or Reorganized

Debtor to provide “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed, (iii) or otherwise objects to the proposed assumption or rejection of its Executory Contract or Unexpired Lease must file an objection (each a “Contract Objection”) shall be filed on or before 4:00 p.m. (Eastern Time) on the tenth day after service of the applicable Cure Notice or Rejection Notice (the “Contract Objection Deadline”) and must:

- a. be in writing;
- b. comply with the Bankruptcy Rules and the Bankruptcy Local Rules;
- c. state the name of the objecting party;
- d. state with particularity the legal and factual basis for such objections and, if the basis for objection is the Cure Cost, such counterparty’s proposed Cure Cost; and
- e. be filed with the clerk of the Court with proof of service thereof and served upon the Notice Parties such that it is received by the Contract Objection Deadline.

21. The Debtors are authorized to file replies to any timely-filed Contract Objections at any time prior to the Confirmation Hearing and to meet and confer in good faith to attempt to resolve any such objection. The Debtors are authorized to settle any Contract Objection without further notice to any party or any action, order or approval of this Court.

22. Any unresolved Contract Objections shall be heard at the Confirmation Hearing or, at the election of the Debtors, at a later hearing, provided, however, that at any time following the Confirmation Hearing but prior to the Effective Date, the Debtors may settle any dispute regarding the assumption of any Executory Contract or Unexpired Lease and/or the amount of any Cure Cost without any further notice to any party or any action, order or approval of the Court.

23. The Debtors are authorized to assume the Executory Contracts and Unexpired Leases and reject the Honeywell Agreements that are Executory Contracts or Unexpired Leases, as applicable, pursuant to the procedures set forth in the Motion and this Order and in accordance with the Plan.

F. Approval of Notice and Objection Procedures for Confirmation of the Plan.

24. The Confirmation Hearing Notice is hereby approved.

25. On or before the Solicitation Mailing Deadline and simultaneously with the distribution of the Solicitation Packages, the Debtors shall serve, by electronic service if possible, the Confirmation Hearing Notice on: (a) the Chambers of the Honorable Michael E. Wiles, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, New York 10004; (b) the U.S. Trustee; (c) all known creditors; (d) all equity security holders; (e) the Internal Revenue Service; (f) 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. and Candace M. Arthur, Esq.; (g) 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, Jonathan D. Canfield, Joanne Lau and Alexander A. Fraser; (h) 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, Steven A. Domanowski, Robert A. Klyman and Matthew G. Bouslog; (i) counsel to KPS Capital Partners, LP, as stalking horse bidder, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, NY 10017, Attn: Brian M. Resnick and Joshua Y. Sturm; (j) counsel to the ad hoc group of bondholders, Ropes & Gray LLP, 1211 Avenue of the Americas, New York, NY 10036, Attn: Matthew M. Roose and Mark I. Bane; (k) counsel to the Creditors' Committee, White & Case

LLP, 1221 Avenue of the Americas New York, New York 10020, Attn: Brian D. Pfeiffer, Philip Abelson, Harrison Denman and John J. Ramirez; (l) proposed counsel to the Equity Committee, Kasowitz Benson Torres LLP, 1633 Broadway, New York, NY 10019, Attn: Andrew K. Glenn and David S. Rosner; (m) the U.S. Trustee (Attn: Benjamin Higgins, Esq.); (n) counsel to Deutsche Trustee Company Limited, as indenture trustee under the Debtors' 5.125% senior notes due 2026, Norton Rose Fulbright, 1301 Avenue of the Americas, New York, NY 10019, Attn: Francisco Vasquez and (o) to the extent not listed herein, those parties requesting notice pursuant to Bankruptcy Rule 2002 (the "Notice Parties"), in each case only to the extent such parties have not otherwise been served with the Confirmation Hearing Notice. Such service of the Confirmation Hearing Notice shall constitute good and sufficient notice of the Confirmation Hearing.

26. Any objection to confirmation of the Plan must: (a) be in writing; (b) comply with the Bankruptcy Code, the Bankruptcy Rules and the Local Rules; (c) set forth the name of the objector, the nature and amount of Claims or Interests held or asserted by the objector against the particular Debtor or Debtors; (d) state the basis and the specific grounds therefor and (e) be filed with the Court, together with proof of service thereof, and served upon and received by counsel to the Debtors and each of the Notice Parties no later than the Confirmation Objection Deadline of **March 24, 2021 at 4:00 p.m. (Eastern Time)**.

G. Approval of Notice of Filing of the Plan Supplement.

27. The Plan Supplement, if any, shall be filed by the Debtors no later than **March 17, 2021** (the "Plan Supplement Filing Deadline"). The Plan Supplement Notice substantially in the form attached to the Motion as Exhibit I is hereby approved. If the Debtors file a Plan Supplement, on or before the Plan Supplement Filing Deadline, the Debtors shall serve the Plan Supplement Notice on all of the Notice Parties. Such service of the Plan

Supplement Notice shall constitute good and sufficient notice of the filing of the Plan Supplement.

H. Approval of the Rights Offering Procedures and Rights Offering Materials

28. The Rights Offering Procedures, substantially in the form annexed to the Motion as Exhibit J, are approved.

29. The Rights Offering Materials, substantially in the form annexed to the Motion as Exhibit K, are approved.

30. The Debtors may modify the Rights Offering Procedures and the Rights Offering Materials or adopt any additional detailed procedures or materials, consistent with the provisions of the Rights Offering Procedures and the Rights Offering Materials, to effectuate the Rights Offering and to issue the shares under the Rights Offering.

I. Stalking Horse Bid Protections

31. Notwithstanding the updated terms and structure of the KPS Bid pursuant to the Subscription Agreement, the Plan Sponsor remains the “Stalking Horse Bidder” and retains all rights and benefits granted to the Stalking Horse Bidder set forth in the Bid Procedures Order, including that, for purposes of the Stalking Horse Bid Protections, the Stalking Horse Agreement shall be deemed to incorporate the revisions reflected in the Subscription Agreement, including the modified triggers for payment of the Termination Payment as set forth in Section 8.2(b) of the Subscription Agreement.

J. Other.

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

33. The Debtors and KCC 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.

34. Nothing in this Order shall be construed as a waiver of the right of the Debtors or any other party-in-interest, as applicable, to object to a proof of claim after the Voting Record Date.

35. Nothing in the Motion or this Order nor as a result of any payment made pursuant to this Order, shall be deemed or construed as an admission as to the validity or priority of any claim against the Debtors, an approval or assumption of any agreement, contract or lease pursuant to section 365 of the Bankruptcy Code or a waiver of the right of the Debtors, or shall impair the ability of the Debtors, to contest the validity and amount of any payment made pursuant to this Order.

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

37. 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: _____
New York, New York

The Honorable Michael E. Wiles
United States Bankruptcy Judge

EXHIBIT B

Confirmation Hearing Notice

Class	Designation	Status	Voting Rights
1	Other Priority Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
2	Other Secured Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
3	Prepetition Credit Agreement Claims	Impaired	Entitled to Vote
4	Senior Subordinated Noteholder Claims	Impaired or Unimpaired	Entitled to Vote
5	General Unsecured Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
6	Honeywell Plan Claims	Impaired or Unimpaired	Entitled to Vote
7	Intercompany Claims	Impaired or Unimpaired	Not Entitled to Vote (Deemed to Accept or Reject)
8	Intercompany Interests	Impaired or Unimpaired	Not Entitled to Vote (Deemed to Accept or Reject)
9	Existing Common Stock	Impaired or Unimpaired	Entitled to Vote
10	GMI Common Stock 510(b) Claims	Impaired or Unimpaired	Not Entitled to Vote

IMPORTANT INFORMATION FOR COUNTERPARTIES TO CONTRACTS AND UNEXPIRED LEASES WITH THE DEBTORS:

Pursuant to the Plan, all Executory Contracts and Unexpired Leases will be deemed assumed and the Honeywell Agreements that are Executory Contracts or Unexpired Leases will be deemed rejected as of the Effective Date (as defined in the Plan) in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code.

At least 14 days before the Combined Hearing, the Debtors will file with the Court the the list of Executory Contracts and Unexpired Leases to be assumed and serve Cure Notices on non-Debtor counterparties to Executory Contracts and Unexpired Leases proposed to be assumed.

The Debtors shall identify the proposed Cure Cost for each such Executory Contract and Unexpired Lease in the Cure Notice. Entry of the Confirmation Order by the Court shall constitute an order approving the assumptions of such Executory Contracts and Unexpired Leases and Cure Costs as set forth in the Plan.

If you wish to object to the proposed assumption of your Executory Contract or Unexpired Lease or to the proposed Cure Cost associated therewith, you must file an objection by 4:00 p.m. (Eastern Time) within ten days of receipt of the Cure Notice or Rejection Notice. Any objections to the proposed treatment of Executory Contracts or Unexpired Leases must: (i) be in writing; (ii) comply with the Bankruptcy Rules and the

Bankruptcy Local Rules; (iii) state the name and address of the objecting party and the amount and nature of the Claim or Interest beneficially owned by such entity and (iv) state with particularity the legal and factual basis for such objections.

Relevant Deadlines

The Court has set **April 6, 2021 at 10:00 a.m. Eastern Time** as the date and time for the hearing on confirmation of the Plan and to consider any objections to the Plan. The confirmation hearing will be held before the Honorable Michael E. Wiles, United States Bankruptcy Court for the Southern District of New York. The hearing may be adjourned from time to time, subject to the applicable terms of the Restructuring Support Agreement and the Subscription Agreement, without further notice other than an announcement of the adjourned date(s) at the hearing and thereafter, at any adjourned hearing(s). In addition, the Plan may be modified, subject to the applicable terms of the Restructuring Support Agreement and the Subscription Agreement, without further notice prior to or as a result of the confirmation hearing and thereafter, as otherwise provided in the Bankruptcy Code.

Any objection to confirmation of the Plan must: (1) be in writing; (2) comply with the Bankruptcy Code, the Bankruptcy Rules and the Local Rules; (3) set forth the name of the objector, the nature and amount of Claims or Interests held or asserted by the objector against the Debtors; (4) state the basis and the specific grounds therefor and (5) be filed with the Court, together with proof of service thereof, and served upon and received by each of the following: (a) counsel to the Debtors, Sullivan & Cromwell LLP, 125 Broad Street, New York, New York 10004, Attn: Andrew G. Dietderich, Brian D. Glueckstein, Alexa J. Kranzley and Benjamin S. Beller; (b) the Office of the United States Trustee for the Southern District of New York (Attn: Benjamin Higgins, Esq.); (c) counsel to the Official Committee of Unsecured Creditors, White & Case LLP, 1221 Avenue of the Americas, New York, NY 10020, Attn: Brian Pfeiffer and John Ramirez; (d) proposed counsel to the Equity Committee, Kasowitz Benson Torres LLP, 1633 Broadway, New York, NY 10019, Attn: Andrew K. Glenn and David S. Rosner; (e) 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. and Candace M. Arthur, Esq.; (f) 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, Jonathan D. Canfield, Joanne Lau and Alexander A. Fraser; (g) counsel to Deutsche Trustee Company Limited, as indenture trustee under the Debtors' 5.125% senior notes due 2026, Norton Rose Fulbright, 1301 Avenue of the Americas, New York, NY 10019, Attn: Francisco Vasquez; (h) 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, Steven A. Domanowski, Robert A. Klyman and Matthew G. Bouslog; (i) counsel to the ad hoc group of bondholders, Ropes & Gray LLP, 1211 Avenue of the Americas, New York, NY 10036, Attn: Matthew M. Roose and Mark I. Bane; (j) counsel to KPS Capital Partners, LP, as stalking horse bidder, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, NY 10017, Attn: Brian M. Resnick and Joshua Y. Sturm; and (k) to the extent not listed herein, those parties requesting notice pursuant to Bankruptcy Rule 2002 no later than the Confirmation Objection Deadline of **March 24, 2021 at 4:00 p.m. (Eastern Time)**. **UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN**

**ACCORDANCE WITH THIS NOTICE, IT MAY NOT BE CONSIDERED BY THE
BANKRUPTCY COURT.**

The Debtors may file supplements to the Plan (the "Plan Supplement") with the Court no later than **March 17, 2021**.

BINDING NATURE OF THE PLAN

IF CONFIRMED, THE PLAN SHALL BIND ALL HOLDERS OF CLAIMS AND INTERESTS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHETHER OR NOT SUCH HOLDER WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THE PLAN, HAS FILED A PROOF OF CLAIM IN THE CHAPTER 11 CASES, OR FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN OR VOTED TO REJECT THE PLAN.

Obtaining Copies of Relevant Documents

Copies of the Plan, the Plan Supplement, the Disclosure Statement and the Solicitation Procedures Order, as well as other documents filed in these Chapter 11 Cases, may be obtained (i) for a nominal fee from the Court's electronic docket for the Debtors' Chapter 11 Cases at <https://www.ecf.sdney.uscourts.gov> (a PACER login and password are required and can be obtained through the PACER Service Center at www.pacer.psc.uscourts.gov), or (ii) free of charge by accessing the website of the Debtors' Solicitation Agent, <http://www.kccllc.net/garrettmotion>. In addition, the Debtors will, at their expense, provide paper copies of the Plan, Disclosure Statement or Solicitation Procedures Order to any party submitting a request for such paper copies (i) through the Debtors' restructuring website at <http://www.kccllc.net/garrettmotion> or (ii) in writing to Garrett Motion Ballot Processing Center (c/o Kurtzman Carson Consultants LLC), 222 N. Pacific Coast Highway, Suite 300 El Segundo, California 90245. Please be advised that the Solicitation Agent is authorized to answer questions about, and provide additional copies of, materials filed in these Chapter 11 Cases, but may not advise you as to whether you should contest your non-voting status or object to confirmation of the Plan.

How to Opt-In to the Releases

HOLDERS OF CLAIMS OR INTERESTS WHO WISH TO GRANT THE THIRD-PARTY RELEASE SET FORTH IN SECTION 11.9 OF THE PLAN MUST RETURN ITS BALLOT OR ELECTION FORM, IN EACH CASE, TO THE DEBTORS' SOLICITATION AGENT BY NO LATER THAN THE VOTING DEADLINE BY FOLLOWING THE INSTRUCTIONS FOR ELECTING TO OPT-IN TO THE THIRD-PARTY RELEASE SET FORTH IN SUCH BALLOT OR ELECTION FORM, AS APPLICABLE.³

Releases

Section 11.7 of the Plan contains the following Debtor Release

For good and valuable consideration, including the service of the Released Parties to facilitate the administration of the Chapter 11 Cases and the implementation of the transactions contemplated by the Plan, on and after the Effective Date, the Released Parties shall be released and discharged by the Debtors, the Reorganized Debtors and the Estates, including any successor and assign to the Debtors, Reorganized Debtors or any Estate representative, from all claims, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, including any derivative claims asserted or assertable on behalf of a Debtor or Reorganized Debtor, and its successors, assigns and representatives, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, contingent or fixed, existing or hereafter arising, in law, at equity or otherwise, whether for indemnification, tort, contract, violations of federal or state securities laws, or otherwise, including, those that any of the Debtors, the Reorganized Debtors or the Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or any other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Reorganized Debtors, the Estates, the conduct of the businesses of the Debtors, these Chapter 11 Cases, the purchase, sale or rescission of the purchase or sale of any Security of the Debtors or Reorganized Debtors, the release or discharge of any mortgage, lien or security interest, the distribution of proceeds, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the administration of Claims and Interests prior to or during these Chapter 11 Cases, the negotiation, formulation or preparation of the Plan, the Plan Supplement, the Disclosure Statement or, in each case, related agreements, instruments or other documents, any action or omission with respect to intercompany claims and intercompany settlements, any action or omission as an officer, director, agent, representative, fiduciary, controlling person, member, manager, affiliate or responsible party, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date of the Plan, other than claims or liabilities arising out of or relating to any act or omission of a Released Party to the extent such act or omission is determined by a final

³ Voting stakeholders who vote to accept the Plan will be deemed to consent to the Third-Party Release whether such voting stakeholders check the box on their respective Ballot to "opt-in" to the Third-Party Release or not.

order in a court of competent jurisdiction to have constituted gross negligence, willful misconduct, actual fraud, or a criminal act.

Section 11.8 of the Plan contains the following Exculpation

Notwithstanding anything in the Plan to the contrary, as of the Effective Date, the Debtors and their directors, officers, employees, attorneys, investment bankers, financial advisors, restructuring advisors, and other professional advisors, representatives and agents will be deemed to have solicited acceptances of this Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including section 1125(e) of the Bankruptcy Code and any applicable non-bankruptcy law, rule or regulation governing the adequacy of disclosure in connection with the solicitation.

The Exculpated Parties shall neither have nor incur any liability arising on or after the petition date to any entity for any act or omission in connection with these Chapter 11 Cases, including (i) the operation of the Debtors' businesses during the pendency of these Chapter 11 Cases, (ii) the administration of Claims and Interests during these Chapter 11 Cases, (iii) formulating, negotiating, preparing, disseminating, implementing, administering, confirming and/or effecting the disclosure statement, the Plan, the plan supplement, and any related contract, instrument, release, or other agreement or document created or entered into in connection therewith (including the solicitation of votes for the Plan and other actions taken in furtherance of confirmation and consummation of the Plan), (iv) the offer and issuance of any securities under or in connection with the Plan, or (v) the administration and adjudication of Claims, other than liability resulting from any act or omission that is determined by final order in a court of competent jurisdiction to have constituted gross negligence, willful misconduct, actual fraud or a criminal act.

Section 11.9 of the Plan contains the following Third Party Release

For good and valuable consideration, including the service of the Released Parties to facilitate the administration of the Chapter 11 Cases, the implementation of the orderly liquidation contemplated by the Plan, and the release of mortgages, liens, and security interests on property of the Estates, the distribution of proceeds, on and after the Effective Date, to the fullest extent permitted by applicable law, the Releasing Parties (regardless of whether a Releasing Party is a Released Party) shall be deemed to conclusively, absolutely, unconditionally, irrevocably, and forever release, waive and discharge the Released Parties of any and all claims, obligations, rights, suits, damages, causes of action, remedies and liabilities whatsoever, including any derivative claims asserted or assertable on behalf of a Debtor, Reorganized Debtor or Estate, and its successors, assigns and representatives, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, contingent or fixed, existing or hereafter arising, in law, at equity or otherwise, whether for indemnification, tort, contract, violations of federal or state securities laws or otherwise, including, those that any of the Debtors, the Reorganized Debtors or the Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or

Interest or any other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Reorganized Debtors, the Estates, the conduct of the businesses of the Debtors, these Chapter 11 Cases, the purchase, sale or rescission of the purchase or sale of any security of the Debtors or Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the administration of Claims and Interests prior to or during these Chapter 11 Cases, the negotiation, formulation or preparation of the Plan, the Plan Supplement, the Disclosure Statement or, in each case, related agreements, instruments or other documents, any action or omission with respect to intercompany claims or intercompany settlements, any action or omission as an officer, director, agent, representative, fiduciary, controlling person, member, manager, affiliate or responsible party, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date of the Plan, other than claims or liabilities arising out of or relating to any act or omission of a Released Party to the extent such act or omission is determined by a final order in a court of competent jurisdiction to have constituted gross negligence, willful misconduct, actual fraud or a criminal act.

Section 11.10 of the Plan contains the following Injunction

Except as otherwise specifically provided in the Plan or the Confirmation Order, all Persons or Entities who have held, hold or may hold (i) Claims or Interests that arose prior to the Effective Date, (ii) Causes of Action that have been released pursuant to Sections 11.7 and 11.9 of the Plan or are subject to exculpation pursuant to Section 11.8 of the Plan (but only to the extent of the exculpation provided in Section 11.8 of the Plan), or (iii) Claims, Interests or Causes of Action that are otherwise discharged, satisfied, stayed, or terminated pursuant to the terms of the Plan and all other parties-in-interest seeking to enforce such Claims, Interests or Causes of Action are permanently enjoined, from and after the Effective Date, from (a) commencing or continuing in any manner any action or other proceeding of any kind with respect to any such Claim (including a section 510(b) Claim) against or Interest in the Debtors or the Reorganized Debtors, or property of any Debtors or Reorganized Debtors, other than to enforce any right to a distribution pursuant to the Plan, (b) the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree or order against the Debtors or Reorganized Debtors or property of any Debtors or Reorganized Debtors with respect to any such Claim or Interest, other than to enforce any right to a distribution pursuant to the Plan, (c) creating, perfecting or enforcing any Lien or encumbrance of any kind against the Debtors or the Reorganized Debtors, or against the property or interests in property of the Debtors or the Reorganized Debtors with respect to any such Claim or Interest, other than to enforce any right to a distribution pursuant to the Plan, or (d) asserting any right of setoff (except for setoffs exercised prepetition) or subrogation of any kind against any obligation due from the Debtors or the Reorganized Debtors, or against the property or interests in property of the Debtors or the Reorganized Debtors, with respect to any such Claim or Interest. Such injunction shall extend to any successors or assignees of the Debtors or the Reorganized Debtors and their respective properties and interests in properties.

Dated: [●], 2021
New York, New York

/s/ DRAFT

Andrew G. Dietderich
Brian D. Glueckstein
Alexa J. Kranzley
Benjamin S. Beller
SULLIVAN & CROMWELL LLP
125 Broad Street
New York, New York 10004
Telephone: (212) 558-4000
Facsimile: (212) 558-3588
Email: dietdericha@sullcrom.com
gluecksteinb@sullcrom.com
kranzleya@sullcrom.com
bellerb@sullcrom.com

Counsel to the Debtors

Exhibit C

Solicitation Package Cover Letter

Garrett Motion Inc. (“Garrett”) and its affiliated debtors and debtors-in-possession (collectively, the “Debtors”) are pleased to present the enclosed Solicitation Package for your consideration.

On [●], 2021, the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”) entered an order (the “Solicitation Procedures Order”) (i) approving the *Disclosure Statement for the Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as may be amended, modified or supplemented, the “Disclosure Statement”); (ii) establishing a record date for purposes of voting on the *Debtors’ Joint Plan of Reorganization under Chapter 11 of the Bankruptcy Code* (as may be amended, modified or supplemented, the “Plan”); (iii) approving solicitation packages and solicitation procedures; (iv) approving the forms of ballots; (v) establishing voting and tabulation procedures and (vi) establishing notice and objection procedures relating to the confirmation of the Plan, including the proposed assumption or rejection, pursuant to section 365 of the Bankruptcy Code, of certain of the Debtors’ executory contracts and unexpired leases and the associated payment of cure costs.

You have received this letter and the enclosed materials because you are entitled to vote on the Plan. The Debtors believe that the Plan is preferable to any available alternatives, as described in the Disclosure Statement. Accordingly, **the Debtors recommend that all Holders of Claims and Interests entitled to vote on the Plan vote to accept the Plan by timely completing and returning the enclosed ballot (or electronically submitting a ballot on the website maintained by the Debtors’ Solicitation Agent) by the Voting Deadline on March 24, 2021, at 8:00 p.m. (Eastern Time).**

The enclosed materials constitute the Debtors’ “Solicitation Package” and consist of the following:

- a. this letter;
- b. a notice of the date and time of the hearing scheduled before the Bankruptcy Court to consider confirmation of the Plan and related objections;
- c. the entered Solicitation Procedures Order (without accompanying exhibits);
- d. instructions detailing how to access copies of the Disclosure Statement and Plan on the Solicitation Agent’s website and how to request hard copies of the Disclosure Statement and Plan; and
- e. a printed ballot, together with a pre-addressed, postage pre-paid return envelope¹.

Please note that the Plan Supplement is not enclosed with this letter. The Plan Supplement will be filed with the Bankruptcy Court no later than March 17, 2021 and will be

¹ Service of the Solicitation Package by electronic mail to Holders for which email addresses are available, as well as to beneficial holders of Class 4 Senior Subordinated Noteholder Claims and Class 9 Existing Common Stock, will not contain a pre-addressed, postage pre-paid return envelope.

available at the website of Kurtzman Carson Consultants LLC, the Debtors' solicitation agent ("Solicitation Agent"), at (<http://www.kccllc.net/garrettmotion>).

If you have any questions regarding this Solicitation Package, please contact the Solicitation Agent (a) by writing to GarrettInfo@kccllc.com or Garrett Motion Ballot Processing Center, c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, California 90245, or (b) by calling (866) 812-2297 (U.S. toll-free), +800 3742 6170 (international toll-free) (781) 575-4050 (U.S. Local (Toll) number).

Exhibit D

Cure Notice

Andrew G. Dietderich
Brian D. Glueckstein
Alexa J. Kranzley
Benjamin S. Beller
SULLIVAN & CROMWELL LLP
125 Broad Street
New York, NY 10004-2498
Telephone: (212) 558-4000
Facsimile: (212) 558-3588

Counsel to the Debtors

**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 (MEW)
	:	
Debtors.	:	Jointly Administered
	:	
	:	
	x	

**NOTICE TO COUNTERPARTIES TO EXECUTORY CONTRACTS
AND UNEXPIRED LEASES THE DEBTORS MAY ASSUME**

PLEASE TAKE NOTICE that on [●], 2021, the United States Bankruptcy Court for the Southern District of New York (the “Court”) entered its *Order (I) Approving the Disclosure Statement; (II) Establishing a Voting Record Date; (III) Approving Solicitation Packages and Solicitation Procedures; (IV) Approving the Forms of Ballots; (V) Establishing Voting and Tabulation Procedures; (VI) Establishing Notice and Objection Procedures for the Confirmation of the Plan and (VII) Approving the Rights Offering Procedures and the Rights Offering Materials* (the “Solicitation Procedures Order”). Among other things, the Solicitation Procedures Order approved the *Disclosure Statement for the Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as may be amended, modified or supplemented, the “Disclosure Statement”) filed by the above-referenced Debtors and debtors-in-possession (the “Debtors”). In accordance with the Solicitation Procedures Order, the Debtors will seek confirmation of their proposed plan of reorganization [D.I. __] (including all schedules,

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.

annexes and exhibits thereto and as may be amended, modified or supplemented from time to time, the “Plan”² and assumption of certain Executory Contracts and Unexpired Leases.

YOU ARE RECEIVING THIS NOTICE (THE “CURE NOTICE”) BECAUSE YOU ARE A NON-DEBTOR COUNTERPARTY TO ONE OR MORE CONTRACTS OR LEASES THAT MAY BE EXECUTORY CONTRACTS OR UNEXPIRED LEASES WITH ONE OR MORE OF THE DEBTORS, AS SET FORTH ON SCHEDULE 1 ATTACHED HERETO THAT THE DEBTORS MAY SEEK TO ASSUME.³

PLEASE TAKE FURTHER NOTICE that pursuant to the Solicitation Procedures Order, the Plan and the proposed Confirmation Order, the Debtors **may** assume the executory contract(s) or unexpired lease(s) listed on Schedule 1 attached hereto (each, an “Executory Contract” or “Unexpired Lease” and, collectively, the “Executory Contracts and Unexpired Leases”) to which you are a counterparty, provided that, pursuant to section 365(b)(1) of the Bankruptcy Code, the Debtors cure, or provide adequate assurance that they will promptly cure, any defaults under the Contracts and Leases existing as of the time of assumption. The Debtors have conducted a review of their books and records and have determined that the cure cost (the “Cure Cost”) for unpaid monetary obligations under such Executory Contract(s) or Unexpired Lease(s) is as set forth on Schedule 1 attached hereto.

If you object to the proposed Cure Cost or the assumption, you must file an objection by 4:00 p.m. (Eastern Time) within ten days of receipt of the Cure Notice. Any objections to the proposed treatment of Executory Contracts or Unexpired Leases must: (i) be in writing; (ii) comply with the Bankruptcy Rules and the Bankruptcy Local Rules; (iii) state the name of the objecting party and (iii) state with particularity the legal and factual basis for such objections and, if the basis for objection is the Cure Cost, such counterparty’s proposed Cure Cost. The objection must be filed with the clerk of the Court with proof of service thereof and serve such objection upon the following: (a) counsel to the Debtors, Sullivan & Cromwell LLP, 125 Broad Street, New York, New York 10004, Attn: Andrew G. Dietderich, Brian D. Glueckstein, Alexa J. Kranzley and Benjamin S. Beller; (b) the Office of the United States Trustee for the Southern District of New York (Attn: Benjamin Higgins, Esq.); (c) counsel to the Official Committee of Unsecured Creditors, White & Case LLP, 1221 Avenue of the Americas, New York, NY 10020, Attn: Brian Pfeiffer and John Ramirez; (d) proposed counsel to the Equity Committee, Kasowitz Benson Torres LLP, 1633 Broadway, New York, NY 10019, Attn: Andrew K. Glenn and David S. Rosner; (e) 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. and Candace M. Arthur, Esq.; (f) 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, Jonathan D. Canfield, Joanne Lau and Alexander A. Fraser; (g) counsel to Deutsche Trustee

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

³ This Cure Notice is being sent to counterparties to contracts and leases that may be executory contracts and unexpired leases. This notice is not an admission by the Debtors that such contract or lease is executory or unexpired.

Company Limited, as indenture trustee under the Debtors' 5.125% senior notes due 2026, Norton Rose Fulbright, 1301 Avenue of the Americas, New York, NY 10019, Attn: Francisco Vasquez; (h) 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, Steven A. Domanowski, Robert A. Klyman and Matthew G. Bouslog; (i) counsel to the ad hoc group of bondholders, Ropes & Gray LLP, 1211 Avenue of the Americas, New York, NY 10036, Attn: Matthew M. Roose and Mark I. Bane; (j) counsel to KPS Capital Partners, LP, as stalking horse bidder, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, NY 10017, Attn: Brian M. Resnick and Joshua Y. Sturm; and (k) to the extent not listed herein, those parties requesting notice pursuant to Bankruptcy Rule 2002.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Solicitation Procedures Order, the Court scheduled a hearing on **April 6, 2021 at 10:00 a.m.** (Eastern Time) (the "Confirmation Hearing"), at which the Court will consider, among other things, confirmation of the Plan and the assumption of Executory Contracts and Unexpired Leases (or at a later hearing, at the Debtors' election).

PLEASE TAKE FURTHER NOTICE that the Debtors propose that if no objection to the Cure Costs or the proposed assumption of certain of the Contracts and Leases is filed by the Contract Objection Deadline, (i) you will be deemed to have agreed and stipulated that the Cure Cost(s) as determined by the Debtors are correct, (ii) you shall be forever barred, estopped, and enjoined from asserting any additional Cure Cost under the Contract or Lease and (iii) you will be forever barred from objecting to the assumption of the Contract or Lease.

PLEASE TAKE FURTHER NOTICE THAT ASSUMPTION OF ANY EXECUTORY CONTRACT OR UNEXPIRED LEASE PURSUANT TO THE PLAN OR OTHERWISE SHALL RESULT IN THE FULL RELEASE AND SATISFACTION OF ANY CLAIMS OR DEFAULTS, WHETHER MONETARY OR NONMONETARY, INCLUDING DEFAULTS OF PROVISIONS RESTRICTING THE CHANGE IN CONTROL OR OWNERSHIP INTEREST COMPOSITION OR OTHER BANKRUPTCY RELATED DEFAULTS, ARISING UNDER ANY ASSUMED EXECUTORY CONTRACT OR UNEXPIRED LEASE AT ANY TIME BEFORE THE DATE OF THE DEBTORS OR REORGANIZED DEBTORS ASSUME SUCH EXECUTORY CONTRACT OR UNEXPIRED LEASE. ANY PROOFS OF CLAIM FILED WITH RESPECT TO AN EXECUTORY CONTRACT OR UNEXPIRED LEASE THAT HAS BEEN ASSUMED SHALL BE DEEMED DISALLOWED AND EXPUNGED, WITHOUT FURTHER NOTICE TO OR ACTION, ORDER, OR APPROVAL OF THE COURT.

PLEASE TAKE FURTHER NOTICE that with respect to any Contract or Lease assumed, all Cure Costs shall be satisfied by payment of the Cure Costs on the Effective Date of the Plan, as soon as reasonably practicable after the Effective Date, or in the ordinary course of business prior to the Effective Date, in each case as contemplated by the Plan.

PLEASE TAKE FURTHER NOTICE that notwithstanding anything herein, this Cure Notice shall not be deemed to be an assumption, assignment, adoption, rejection or termination of any of the Contracts and Leases. Moreover, the Debtors explicitly reserve their

rights to reject or assume each Contract or Lease pursuant to section 365(a) of the Bankruptcy Code and nothing herein (i) alters in any way the prepetition nature of the Contracts and Leases or the validity, priority, or amount of any claims of a counterparty to a Contract or Lease against the Debtors that may arise under such Contract or Lease, (ii) creates a post-petition contract or agreement or (iii) elevates to administrative expense priority any claims of a counterparty to a Contract or Lease against the Debtors that may arise under such Contract or Lease.

PLEASE TAKE FURTHER NOTICE that copies of the Plan, the Plan Supplement, the Disclosure Statement and the Solicitation Procedures Order, as well as other documents filed in these Chapter 11 Cases, may be obtained (i) for a nominal fee from the Court's electronic docket for the Debtors' Chapter 11 Cases at <https://www.ecf.sdnj.uscourts.gov> (a PACER login and password are required and can be obtained through the PACER Service Center at www.pacer.psc.uscourts.gov), or (ii) free of charge by accessing the website of the Debtors' Solicitation Agent, <http://www.kcellc.net/garrettmotion>. In addition, the Debtors will, at their expense, provide paper copies of the Plan, Disclosure Statement or Solicitation Procedures Order to any party submitting a request for such paper copies (i) through the Debtors' restructuring website at <http://www.kcellc.net/garrettmotion> or (ii) in writing to Garrett Motion Ballot Processing Center (c/o KCC), 222 N. Pacific Coast Highway, Suite 300 El Segundo, California 90245. Please be advised that the Solicitation Agent is authorized to answer questions about, and provide additional copies of, materials filed in these Chapter 11 Cases, but may not advise you as to whether you should contest your non-voting status or object to confirmation of the Plan.

Dated: [●], 2021
New York, New York

/s/ DRAFT

Andrew G. Dietderich
Brian D. Glueckstein
Alexa J. Kranzley
Benjamin S. Beller
SULLIVAN & CROMWELL LLP
125 Broad Street
New York, New York 10004
Telephone: (212) 558-4000
Facsimile: (212) 558-3588
Email: dietdericha@sullcrom.com
gluecksteinb@sullcrom.com
kranzleya@sullcrom.com
bellerb@sullcrom.com

Counsel to the Debtors

Schedule 1

Debtor	Counterparty	Description of Contract	Cure Cost (If Any)

EXHIBIT E

Rejection Notice

Andrew G. Dietderich
Brian D. Glueckstein
Alexa J. Kranzley
Benjamin S. Beller
SULLIVAN & CROMWELL LLP
125 Broad Street
New York, NY 10004-2498
Telephone: (212) 558-4000
Facsimile: (212) 558-3588

Counsel to the Debtors

**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 (MEW)
	:	
Debtors.	:	Jointly Administered
	:	
	:	
<hr/>		X

**NOTICE TO COUNTERPARTIES TO EXECUTORY CONTRACTS AND
UNEXPIRED LEASES THE DEBTORS MAY REJECT**

PLEASE TAKE NOTICE that on [●], 2021, the United States Bankruptcy Court for the Southern District of New York (the “Court”) entered its *Order (I) Approving the Disclosure Statement; (II) Establishing a Voting Record Date; (III) Approving Solicitation Packages and Solicitation Procedures; (IV) Approving the Forms of Ballots; (V) Establishing Voting and Tabulation Procedures; (VI) Establishing Notice and Objection Procedures for the Confirmation of the Plan and (VII) Approving the Rights Offering Procedures and the Rights Offering Materials* (the “Solicitation Procedures Order”). Among other things, the Solicitation Procedures Order approved the *Disclosure Statement for the Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as may be amended, modified or supplemented, the “Disclosure Statement”) filed by the above-referenced Debtors and debtors-in-possession (the “Debtors”). In accordance with the Solicitation Procedures Order, the Debtors

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.

will seek confirmation of their proposed plan of reorganization [D.I. ___] (including all schedules, annexes and exhibits thereto and as may be amended, modified or supplemented from time to time, the “Plan”)² and rejection of certain Executory Contracts and Unexpired Leases.

YOU ARE RECEIVING THIS NOTICE (THE “REJECTION NOTICE”) BECAUSE YOU ARE A NON-DEBTOR COUNTERPARTY TO ONE OR MORE CONTRACTS OR LEASES THAT MAY BE EXECUTORY CONTRACTS OR UNEXPIRED LEASES WITH ONE OR MORE OF THE DEBTORS, AS SET FORTH ON SCHEDULE 1 ATTACHED HERETO, THAT THE DEBTORS MAY SEEK TO REJECT.³ YOUR STATUS AS SUCH COUNTERPARTY DOES NOT IN AND OF ITSELF ENTITLE YOU TO VOTE ON THE PLAN. Accordingly, this notice is being sent to you for informational purposes only.

PLEASE TAKE FURTHER NOTICE that pursuant to the Solicitation Procedures Order, the Plan and the proposed Confirmation Order, the Debtors **may** reject the executory contract(s) or unexpired lease(s) listed on Schedule 1 attached hereto (each, an “Executory Contract” or “Unexpired Lease” and, collectively, the “Executory Contracts and Unexpired Leases”) to which you are a counterparty pursuant to section 365(a) of the Bankruptcy Code.

If you object to the proposed rejection, you must file an objection by 4:00 p.m. (Eastern Time) within ten days of receipt of the Rejection Notice. Any objections to the proposed treatment of Executory Contracts or Unexpired Leases must: (i) be in writing; (ii) comply with the Bankruptcy Rules and the Bankruptcy Local Rules; (iii) state the name of the objecting party and (iii) state with particularity the legal and factual basis for such objections. The objection must be filed with the clerk of the Court with proof of service thereof and serve such objection upon the following: (a) counsel to the Debtors, Sullivan & Cromwell LLP, 125 Broad Street, New York, New York 10004, Attn: Andrew G. Dietderich, Brian D. Glueckstein, Alexa J. Kranzley and Benjamin S. Beller; (b) the Office of the United States Trustee for the Southern District of New York (Attn: Benjamin Higgins, Esq.); (c) counsel to the Official Committee of Unsecured Creditors, White & Case LLP, 1221 Avenue of the Americas, New York, NY 10020, Attn: Brian Pfeiffer and John Ramirez; (d) proposed counsel to the Equity Committee, Kasowitz Benson Torres LLP, 1633 Broadway, New York, NY 10019, Attn: Andrew K. Glenn and David S. Rosner; (e) 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. and Candace M. Arthur, Esq.; (f) 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, Jonathan D. Canfield, Joanne Lau and Alexander A. Fraser; (g) counsel to Deutsche Trustee Company Limited, as indenture trustee under the Debtors’ 5.125% senior notes due 2026, Norton

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

³ This Rejection Notice is being sent to counterparties to contracts and leases that may be Executory Contracts and Unexpired Leases. This notice is not an admission by the Debtors that such contract or lease is executory or unexpired.

Rose Fulbright, 1301 Avenue of the Americas, New York, NY 10019, Attn: Francisco Vasquez; (h) 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, Steven A. Domanowski, Robert A. Klyman and Matthew G. Bouslog; (i) counsel to the ad hoc group of bondholders, Ropes & Gray LLP, 1211 Avenue of the Americas, New York, NY 10036, Attn: Matthew M. Roose and Mark I. Bane; (j) counsel to KPS Capital Partners, LP, as stalking horse bidder, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, NY 10017, Attn: Brian M. Resnick and Joshua Y. Sturm; and (k) to the extent not listed herein, those parties requesting notice pursuant to Bankruptcy Rule 2002.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Solicitation Procedures Order, the Court scheduled a hearing on **April 6, 2021 at 10:00 a.m.** (Eastern Time) (the "Confirmation Hearing"), at which the Court will consider, among other things, confirmation of the Plan and the rejection of Executory Contracts and Unexpired Leases (or at a later hearing, at the Debtors' election).

PLEASE TAKE FURTHER NOTICE that notwithstanding anything herein, this Rejection Notice shall not be deemed to be an assumption, assignment, adoption, rejection or termination of any of the Contracts and Leases. Moreover, the Debtors explicitly reserve their rights to reject or assume each Contract or Lease pursuant to section 365(a) of the Bankruptcy Code and nothing herein (i) alters in any way the prepetition nature of the Contracts and Leases or the validity, priority, or amount of any claims of a counterparty to a Contract or Lease against the Debtors that may arise under such Contract or Lease, (ii) creates a postpetition contract or agreement or (iii) elevates to administrative expense priority any claims of a counterparty to a Contract or Lease against the Debtors that may arise under such Contract or Lease.

PLEASE TAKE FURTHER NOTICE that unless otherwise provided by an order of the Court, any Holder of a Claim arising from the rejection of an Executory Contract or Unexpired Lease pursuant to the Plan or otherwise must file a Proof of Claim with the Solicitation Agent on or before **4:00 p.m. (Eastern Time) on the 30th day after the Effective Date** (the "Rejection Damages Claims Bar Date"). Unless otherwise provided by an order of the Court, any Claim arising from the rejection or repudiation of an Executory Contract or Unexpired Lease for which a Proof of Claim is not timely filed with the Court shall not be Allowed, shall be forever barred from assertion, and shall not be enforceable against the Debtors, the Reorganized Debtors, the Estates or property of the foregoing parties, without the need for any objection by the Debtors or further notice to, or action, order or approval of the Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released and discharged, notwithstanding anything in a Proof of Claim to the contrary. Unless the Debtors or the Reorganized Debtors object to a timely filed and properly served Claim arising from the rejection of an Executory Contract or Unexpired Lease by the Claims Objection Deadline, such Claim shall be deemed Allowed in the amount requested. If the Debtors or the Reorganized Debtors object to such Claim, the parties may confer to try to reach a settlement and, failing that, the Bankruptcy Court shall determine whether such Claim should be Allowed and if so, in what amount. All Allowed Claims arising from the rejection of the Debtors' Executory Contracts and Unexpired Leases shall constitute General Unsecured Claims and shall be treated in accordance with Section 4.3 of the Plan.

PLEASE TAKE FURTHER NOTICE that copies of the Plan, the Plan Supplement, the Disclosure Statement and the Solicitation Procedures Order, as well as other documents filed in these Chapter 11 Cases, may be obtained (i) for a nominal fee from the Court's electronic docket for the Debtors' Chapter 11 Cases at <https://www.ecf.sdney.uscourts.gov> (a PACER login and password are required and can be obtained through the PACER Service Center at www.pacer.psc.uscourts.gov), or (ii) free of charge by accessing the website of the Debtors' Solicitation Agent, <http://www.kccllc.net/garrettmotion>. In addition, the Debtors will, at their expense, provide paper copies of the Plan, Disclosure Statement or Solicitation Procedures Order to any party submitting a request for such paper copies (i) through the Debtors' restructuring website at <http://www.kccllc.net/garrettmotion> or (ii) in writing to Garrett Motion Ballot Processing Center (c/o KCC), 222 N. Pacific Coast Highway, Suite 300 El Segundo, California 90245. Please be advised that the Solicitation Agent is authorized to answer questions about, and provide additional copies of, materials filed in these Chapter 11 Cases, but may not advise you as to whether you should contest your non-voting status or object to confirmation of the Plan.

Dated: [●], 2021
New York, New York

/s/ DRAFT

Andrew G. Dietderich
Brian D. Glueckstein
Alexa J. Kranzley
Benjamin S. Beller
SULLIVAN & CROMWELL LLP
125 Broad Street
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gluecksteinb@sullcrom.com
kranzleya@sullcrom.com
bellerb@sullcrom.com

Counsel to the Debtors

Schedule 1

REJECTED EXECUTORY CONTRACT AND UNEXPIRED LEASE LIST

EXHIBIT F-1

Prepetition Credit Agreement Claims Ballot

**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 (MEW)
	:	
Debtors.	:	Jointly Administered
	:	
	:	
<hr/>		X

**BALLOT FOR VOTING TO ACCEPT OR
REJECT THE PROPOSED DEBTORS’ JOINT PLAN OF
REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

**CLASS 3
PREPETITION CREDIT AGREEMENT CLAIMS**

PLEASE CAREFULLY READ THE ENCLOSED INSTRUCTIONS FOR COMPLETING THIS BALLOT BEFORE COMPLETING THIS BALLOT.

THIS BALLOT MUST BE COMPLETED, EXECUTED AND RETURNED SO THAT IT IS ACTUALLY RECEIVED BY THE DEBTORS’ SOLICITATION AGENT ON OR BEFORE MARCH 24, 2021 AT 8:00 P.M. (EASTERN TIME) (THE “VOTING DEADLINE”).

IF YOU VOTE TO ACCEPT THE PLAN, YOU WILL ALSO BE CONSENTING TO THE RELEASE CONTAINED IN SECTION 11.9 OF THE PLAN AND WILL BE IRREVOCABLY BOUND BY SUCH RELEASE.

IF YOU VOTE TO REJECT THE PLAN OR CHOOSE TO ABSTAIN FROM VOTING ON THE PLAN, YOU CAN OPT-IN TO THE RELEASE CONTAINED IN SECTION 11.9 OF THE PLAN BY CHECKING THE “OPT-IN” BOX UNDER ITEM 2 HEREIN.

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.

Garrett Motion Inc. and certain of its affiliated debtors and debtors-in-possession (collectively, the “Debtors”) are soliciting votes with respect to the proposed *Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as may be amended, modified or supplemented, the “Plan”) [D.I. ___] as described in the *Disclosure Statement for the Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as may be amended, modified or supplemented, the “Disclosure Statement”) [D.I. ___].

On [●], 2021, the United States Bankruptcy Court for the Southern District of New York (the “Court”) entered an order approving the Disclosure Statement and authorizing the Debtors to solicit votes on the Plan (the “Solicitation Procedures Order”). The Court’s approval of the Disclosure Statement does not indicate approval of the Plan by the Court.

You are receiving this Ballot because you have been identified as a Holder of a Prepetition Credit Agreement Claim in Class 3 as of February 15, 2021 (the “Voting Record Date”). Accordingly, you have a right to vote to accept or reject the Plan.

The Plan can be confirmed by the Court and thereby made binding on you if it is accepted by Holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Court nonetheless may confirm the Plan if it finds the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. **To have your vote counted, you must complete, sign and return this Ballot to Kurtzman Carson Consultants LLC (the “Solicitation Agent” or “KCC”), Garrett Motion Ballot Processing Center c/o KCC 222 N. Pacific Coast Highway, Suite 300 El Segundo, California 90245, so that it is received by the Voting Deadline of March 24, 2021 at 8:00 p.m. (Eastern Time). Ballots must be delivered to the Solicitation Agent either (a) at the address listed in the preceding sentence or (b) via the Solicitation Agent’s e-ballot platform by visiting the Solicitation Agent’s website, <http://www.kccllc.net/garrettmotion>, clicking on the “Submit E-Ballot or Opt-In Form” link and following the directions to submit your electronic Ballot. Holders are encouraged to submit their Ballots via the e-ballot platform. If you choose to submit your Ballot via the e-ballot platform you should NOT submit your hard copy Ballot as well. Please choose only one form of return of your Ballot.**

This Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect to the Plan. **If you believe you have received this Ballot in error, or if you believe that you have received the wrong Ballot, please contact the Debtors’ Solicitation Agent immediately at:**

Garrett Motion Ballot Processing Center
c/o Kurtzman Carson Consultants LLC
222 N. Pacific Coast Highway, Suite 300
El Segundo, California 90245

Telephone:

(866) 812-2297 (U.S. toll-free)
+800 3742 6170 (international toll-free)
(781) 575-4050 (U.S. Local (Toll) number)

Email: GarrettInfo@kccllc.com

IMPORTANT NOTICE

You should carefully review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim. Your Claim has been placed in Class 3—Prepetition Credit Agreement Claims—under the Plan. If you hold Claims in more than one Class, you will receive a Ballot for each Class in which you are entitled to vote.

If your vote is not received by the Debtors' Solicitation Agent, Kurtzman Carson Consultants LLC, on or before the Voting Deadline and such deadline is not extended, your vote will not be counted as either an acceptance or rejection of the Plan.

VOTING DEADLINE: MARCH 24, 2021 AT 8:00 P.M. (EASTERN TIME).

Ballots will not be accepted by facsimile transmission, electronic mail or other electronic means of transmission (except via the Solicitation Agent's e-ballot platform).

If the Plan is confirmed by the Court, it will be binding on you whether or not you vote.

NOTICE REGARDING CERTAIN RELEASE, EXCULPATION AND INJUNCTION PROVISIONS IN PLAN

PLEASE BE ADVISED THAT THE PLAN CONTAINS CERTAIN RELEASE, EXCULPATION AND INJUNCTION PROVISIONS, INCLUDING:

Releases

Section 11.7 of the Plan contains the following Debtor Release

For good and valuable consideration, including the service of the Released Parties to facilitate the administration of the Chapter 11 Cases and the implementation of the transactions contemplated by the Plan, on and after the Effective Date, the Released Parties shall be released and discharged by the Debtors, the Reorganized Debtors and the Estates, including any successor and assign to the Debtors, Reorganized Debtors or any Estate representative, from all claims, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, including any derivative claims asserted or assertable on behalf of a Debtor or Reorganized Debtor, and its successors, assigns and representatives, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, contingent or fixed, existing or hereafter arising, in law, at equity or otherwise, whether for indemnification, tort, contract, violations of federal or state

securities laws, or otherwise, including, those that any of the Debtors, the Reorganized Debtors or the Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or any other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Reorganized Debtors, the Estates, the conduct of the businesses of the Debtors, these Chapter 11 Cases, the purchase, sale or rescission of the purchase or sale of any Security of the Debtors or Reorganized Debtors, the release or discharge of any mortgage, lien or security interest, the distribution of proceeds, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the administration of Claims and Interests prior to or during these Chapter 11 Cases, the negotiation, formulation or preparation of the Plan, the Plan Supplement, the Disclosure Statement or, in each case, related agreements, instruments or other documents, any action or omission with respect to intercompany claims and intercompany settlements, any action or omission as an officer, director, agent, representative, fiduciary, controlling person, member, manager, affiliate or responsible party, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date of the Plan, other than claims or liabilities arising out of or relating to any act or omission of a Released Party to the extent such act or omission is determined by a final order in a court of competent jurisdiction to have constituted gross negligence, willful misconduct, actual fraud, or a criminal act.

Section 11.8 of the Plan contains the following Exculpation

Notwithstanding anything in the Plan to the contrary, as of the Effective Date, the Debtors and their directors, officers, employees, attorneys, investment bankers, financial advisors, restructuring advisors, and other professional advisors, representatives and agents will be deemed to have solicited acceptances of this Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including section 1125(e) of the Bankruptcy Code and any applicable non-bankruptcy law, rule or regulation governing the adequacy of disclosure in connection with the solicitation.

The Exculpated Parties shall neither have nor incur any liability arising on or after the petition date to any entity for any act or omission in connection with these Chapter 11 Cases, including (i) the operation of the Debtors' businesses during the pendency of these Chapter 11 Cases, (ii) the administration of Claims and Interests during these Chapter 11 Cases, (iii) formulating, negotiating, preparing, disseminating, implementing, administering, confirming and/or effecting the disclosure statement, the Plan, the plan supplement, and any related contract, instrument, release, or other agreement or document created or entered into in connection therewith (including the solicitation of votes for the Plan and other actions taken in furtherance of confirmation and consummation of the Plan), (iv) the offer and issuance of any securities under or in connection with the Plan, or (v) the administration and adjudication of Claims, other than liability resulting from any act or omission that is determined by final order in a court of competent jurisdiction to have constituted gross negligence, willful misconduct, actual fraud or a criminal act.

Section 11.9 of the Plan contains the following Third Party Release

For good and valuable consideration, including the service of the Released Parties to facilitate the administration of the Chapter 11 Cases, the implementation of the orderly liquidation contemplated by the Plan, and the release of mortgages, liens, and security interests on property of the Estates, the distribution of proceeds, on and after the Effective Date, to the fullest extent permitted by applicable law, the Releasing Parties (regardless of whether a Releasing Party is a Released Party) shall be deemed to conclusively, absolutely, unconditionally, irrevocably, and forever release, waive and discharge the Released Parties of any and all claims, obligations, rights, suits, damages, causes of action, remedies and liabilities whatsoever, including any derivative claims asserted or assertable on behalf of a Debtor, Reorganized Debtor or Estate, and its successors, assigns and representatives, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, contingent or fixed, existing or hereafter arising, in law, at equity or otherwise, whether for indemnification, tort, contract, violations of federal or state securities laws or otherwise, including, those that any of the Debtors, the Reorganized Debtors or the Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or any other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Reorganized Debtors, the Estates, the conduct of the businesses of the Debtors, these Chapter 11 Cases, the purchase, sale or rescission of the purchase or sale of any security of the Debtors or Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the administration of Claims and Interests prior to or during these Chapter 11 Cases, the negotiation, formulation or preparation of the Plan, the Plan Supplement, the Disclosure Statement or, in each case, related agreements, instruments or other documents, any action or omission with respect to intercompany claims or intercompany settlements, any action or omission as an officer, director, agent, representative, fiduciary, controlling person, member, manager, affiliate or responsible party, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date of the Plan, other than claims or liabilities arising out of or relating to any act or omission of a Released Party to the extent such act or omission is determined by a final order in a court of competent jurisdiction to have constituted gross negligence, willful misconduct, actual fraud or a criminal act.

Section 11.10 of the Plan contains the following Injunction

Except as otherwise specifically provided in the Plan or the Confirmation Order, all Persons or Entities who have held, hold or may hold (i) Claims or Interests that arose prior to the Effective Date, (ii) Causes of Action that have been released pursuant to Sections 11.7 and 11.9 of the Plan or are subject to exculpation pursuant to Section 11.8 of the Plan (but only to the extent of the exculpation provided in Section 11.8 of the Plan), or (iii) Claims, Interests or Causes of Action that are otherwise discharged, satisfied, stayed, or terminated pursuant to the terms of the Plan and all other parties-in-interest seeking to enforce such Claims, Interests or Causes of Action are permanently enjoined, from and after the Effective Date, from (a) commencing or continuing in any manner any action or

other proceeding of any kind with respect to any such Claim (including a section 510(b) Claim) against or Interest in the Debtors or the Reorganized Debtors, or property of any Debtors or Reorganized Debtors, other than to enforce any right to a distribution pursuant to the Plan, (b) the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree or order against the Debtors or Reorganized Debtors or property of any Debtors or Reorganized Debtors with respect to any such Claim or Interest, other than to enforce any right to a distribution pursuant to the Plan, (c) creating, perfecting or enforcing any Lien or encumbrance of any kind against the Debtors or the Reorganized Debtors, or against the property or interests in property of the Debtors or the Reorganized Debtors with respect to any such Claim or Interest, other than to enforce any right to a distribution pursuant to the Plan, or (d) asserting any right of setoff (except for setoffs exercised prepetition) or subrogation of any kind against any obligation due from the Debtors or the Reorganized Debtors, or against the property or interests in property of the Debtors or the Reorganized Debtors, with respect to any such Claim or Interest. Such injunction shall extend to any successors or assignees of the Debtors or the Reorganized Debtors and their respective properties and interests in properties.

Item 1. Holder of Prepetition Credit Agreement Claims.

The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the Holder of Prepetition Credit Agreement Claims indicated below. You must check the applicable box in the right-hand column below to “accept” or “reject” the Plan for Class 3 in order to have your vote counted.

Please note that you are voting all of your Claims either to accept or reject the Plan. You may not split your vote. If you do not indicate that you either accept or reject the Plan by checking the applicable box below, your vote will not be counted. If you indicate that you both accept and reject the Plan for your Claims by checking both boxes below, your vote will not be counted.

The Plan, though proposed jointly, constitutes a separate Plan proposed by each Debtor. Accordingly, your vote cast below will be applied in the same manner and in the same amount against each applicable Debtor.

The Holder of Claim votes to (*please check one and only one box*):

Voting Class	Description	Amount (in Dollars) of Claims Held as of the Voting Record Date	Vote to Accept or Reject the Plan
3	Prepetition Credit Agreement Claims	\$ _____	<input type="checkbox"/> ACCEPT (vote FOR) the Plan <input type="checkbox"/> REJECT (vote AGAINST) the Plan

If your Prepetition Credit Agreement Claim was in Euros, the Solicitation Agent converted that amount to U.S. Dollars at a rate of \$1.18 to €1.00. The preprinted amount of your Claim as set forth above, including with respect to the conversion to U.S. Dollars, controls for voting purposes only and is without prejudice to your rights or the rights of the Debtors in respect of the amount and classification of your Claim that is ultimately Allowed for purposes of Distribution under the Plan, all of which are expressly reserved.

Item 2. Voluntary Release.

If voting to reject the Plan or abstaining from voting on the Plan, you may opt-in to the release contained in Section 11.9 of the Plan by checking the box below. Otherwise, you will be deemed not to have granted the release.

The Holder of the Class 3 Prepetition Credit Agreement Claims set forth in Item 1 elects to:

<input type="checkbox"/> OPT-IN to the voluntary release in Section 11.9 of the Plan

THE PLAN WILL BIND ALL HOLDERS OF CLAIMS AGAINST AND INTERESTS IN THE DEBTORS TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW.

Item 3. Certifications.

By signing this Ballot, the undersigned entity certifies to the Court and the Debtors that:

- (a) as of the Voting Record Date either: (i) the entity is the Holder of the Claims in Class 3 being voted pursuant to this Ballot or (ii) the entity is an authorized signatory for an entity that is the Holder of the Claims in Class 3 being voted;
- (b) the entity has received the Solicitation Package in accordance with the Solicitation Procedures Order and acknowledges that votes on the Plan are being solicited pursuant to the terms and conditions set forth in the Solicitation Procedures Order;
- (c) the entity has cast the same vote with respect to all Claims in Class 3; and
- (d) no other Ballots with respect to the amount of the Claims in Class 3 identified in Item 1 have been cast or, if any other Ballots have been cast with respect to such Claims, then any such earlier received Ballots are hereby revoked.

[SIGNATURE PAGE FOLLOWS]

Name of Holder:	_____
	(Print or type)
Signature:	_____
Name of Signatory:	_____
	(If other than Holder)
Title:	_____
Address:	_____

Phone Number: (optional)	_____
Email (optional):	_____
Date Completed:	_____

**PLEASE COMPLETE, SIGN AND DATE THIS BALLOT AND
RETURN IT PROMPTLY IN THE ENVELOPE PROVIDED OR BY FIRST-CLASS
MAIL, OVERNIGHT COURIER OR HAND DELIVERY TO:**

**Garrett Motion Ballot Processing Center
c/o Kurtzman Carson Consultants LLC
222 N. Pacific Coast Highway, Suite 300
El Segundo, California 90245**

By electronic, online submission:

Please visit <http://www.kccllc.net/garrettmotion>. Click on the “Submit E-Ballot or Opt-In Form” section of the Debtors’ website and follow the directions to submit your electronic Ballot. If you choose to submit your Ballot via the Solicitation Agent’s e-ballot system, you should not also return a hard copy of your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized Ballot:

Unique E-Ballot ID#: _____

PIN#: _____

“E-Balloting” is the sole manner in which this Ballot will be accepted via electronic or online transmission. Ballots submitted by facsimile or email will not be counted. Each E-Ballot ID# is to be used solely for voting only those Claims or Interests described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable.

**THIS BALLOT MUST BE ACTUALLY RECEIVED BY THE DEBTORS’
SOLICITATION AGENT ON OR BEFORE:
MARCH 24, 2021 AT 8:00 P.M. (EASTERN TIME).**

CLASS 3 – PREPETITION CREDIT AGREEMENT CLAIMS

INSTRUCTIONS FOR COMPLETING THIS BALLOT

1. The Debtors are soliciting the votes of Holders of Claims with respect to the Plan attached as Exhibit A to the Disclosure Statement. Capitalized terms used in this Ballot or in these instructions but not otherwise defined therein or herein shall have the meaning set forth in the Plan.
2. The Court may confirm the Plan and thereby bind you. Please review the Disclosure Statement for more information.
3. **To ensure that your vote is counted, you must:** (a) complete this Ballot; (b) clearly indicate your decision either to accept or reject the Plan by checking one of the boxes in Item 1 of this Ballot; (c) indicate your decision whether to opt-in to the release in the box provided in Item 2 of this Ballot; and (d) sign and return this Ballot (i) to the address printed on the enclosed pre-addressed envelope or (ii) via the Solicitation Agent’s e-ballot platform by visiting the Solicitation Agent’s website, <http://www.kccllc.net/garrettmotion>, clicking on the “Submit E-Ballot or Opt-In Form” link and following the directions to submit your electronic Ballot, so that it is **actually received** by the Debtors’ Solicitation Agent on or before the Voting Deadline, which is **March 24, 2021 at 8:00 p.m. (Eastern Time)**. **If you wish to opt-in to the voluntary release in Section 11.9 of the Plan, you must** (a) clearly indicate your decision to do so by checking the box in Item 2 of this Ballot and (b) sign and return this Ballot as noted above on or before the Voting Deadline.
4. If a Ballot is received after the Voting Deadline and if the Voting Deadline is not extended, it will **NOT** be counted. Additionally, the following Ballots will **NOT** be counted:
 - any Ballot that partially rejects and partially accepts the Plan;
 - Ballots sent to the Debtors, the Debtors’ agents (other than the Debtors’ Solicitation Agent) or the Debtors’ financial or legal advisors;
 - Ballots sent by facsimile, email or any other electronic means (other than the Solicitation Agent’s e-ballot platform);
 - any Ballot that is illegible or contains insufficient information to identify the Holder of the Claim;
 - any Ballot cast by an entity that does not hold a Claim in a Class entitled to vote on the Plan;
 - any unsigned Ballot; and/or

- any Ballot not marked to accept or reject the Plan or any Ballot marked both to accept and reject the Plan.
5. The method of delivery of Ballots to the Debtors' Solicitation Agent is at the election and risk of each Holder of a Claim. Except as otherwise provided herein, such delivery will be deemed made only when the Debtors' Solicitation Agent **actually receives** the original executed Ballot.
 6. If multiple Ballots are received from the same Holder of a Claim with respect to the same Claim prior to the Voting Deadline, the last Ballot timely received will supersede and revoke any earlier received Ballots.
 7. After the Voting Deadline, no Ballot may be withdrawn or modified without the prior consent of the Debtors.
 8. You must vote the entirety of any Claim to either accept or reject the Plan and may not split your vote for any such Claim.
 9. This Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan. Accordingly, at this time, Holders of Claims should not surrender certificates or instruments representing or evidencing their Claims, and neither the Debtors nor the Debtors' Solicitation Agent will accept delivery of any such certificates or instruments surrendered together with a Ballot.
 10. This Ballot does not constitute and shall not be deemed to be (a) a proof of claim or (b) an assertion or admission with respect to a Claim.
 11. Please be sure to sign and date your Ballot. If you are signing in your capacity as a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Debtors' Solicitation Agent, the Debtors or the Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to this Ballot.
 12. If you hold multiple Claims within the same Class, the Debtors may, in their discretion, aggregate the Claims of any particular holder with multiple Claims within the same Class for the purpose of counting votes.
 13. If you hold Claims in more than one Class under the Plan, you will receive a Ballot for each Class in which you are entitled to vote. Please complete and return each Ballot and Election Form you receive.

PLEASE RETURN YOUR BALLOT PROMPTLY.

**IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT,
THESE VOTING INSTRUCTIONS OR THE PROCEDURES FOR VOTING,
PLEASE CALL THE DEBTORS' SOLICITATION AGENT AT:**

**(866) 812-2297 (U.S. TOLL-FREE)
+800 3742 6170 (INTERNATIONAL TOLL-FREE)
(781) 575-4050 (U.S. LOCAL (TOLL) NUMBER)**

**IF THE DEBTORS' SOLICITATION AGENT DOES NOT ACTUALLY RECEIVE THIS
BALLOT ON OR BEFORE MARCH 24, 2021
AT 8:00 P.M. (EASTERN TIME), YOUR VOTE MAY NOT BE COUNTED.**

EXHIBIT F-2

Senior Subordinated Noteholder Claims Master Ballot

**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 (MEW)
	:	
Debtors.	:	Jointly Administered
	:	
	:	
	X	

**MASTER BALLOT FOR VOTING TO ACCEPT OR
REJECT THE PROPOSED DEBTORS' JOINT PLAN OF
REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

**MASTER BALLOT FOR HOLDERS OF CLASS 4 SENIOR SUBORDINATED
NOTEHOLDER CLAIMS**

PLEASE CAREFULLY READ THE ENCLOSED INSTRUCTIONS FOR
COMPLETING THIS BALLOT BEFORE COMPLETING THIS BALLOT.

THIS BALLOT MUST BE COMPLETED, EXECUTED AND RETURNED SO
THAT IT IS ACTUALLY RECEIVED BY THE DEBTORS' SOLICITATION AGENT
ON OR BEFORE MARCH 24, 2021 AT 8:00 P.M. (EASTERN TIME) (THE "VOTING
DEADLINE").

HOLDERS OF CLASS 4 SENIOR SUBORDINATED NOTEHOLDER CLAIMS
THAT VOTE TO ACCEPT THE PLAN WILL ALSO BE CONSENTING TO THE
RELEASE CONTAINED IN SECTION 11.9 OF THE PLAN AND WILL BE
IRREVOCABLY BOUND BY SUCH RELEASE.

HOLDERS OF CLASS 4 SENIOR SUBORDINATED NOTEHOLDER CLAIMS
THAT VOTE TO REJECT THE PLAN OR CHOOSE TO ABSTAIN FROM VOTING
ON THE PLAN CAN OPT-IN TO THE RELEASE CONTAINED IN SECTION 11.9 OF
THE PLAN BY CHECKING THE "OPT-IN" BOX UNDER ITEM 2 IN THE
BENEFICIAL HOLDER BALLOT. YOU SHOULD INDICATE SUCH BENEFICIAL
HOLDERS' VOTE IN ITEM 2 HEREIN.

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.

Garrett Motion Inc. and certain of its affiliated debtors and debtors-in-possession (collectively, the “Debtors”) are soliciting votes with respect to the proposed *Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as may be amended, modified or supplemented, the “Plan”) [D.I. ___] as described in the *Disclosure Statement for the Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as may be amended, modified or supplemented, the “Disclosure Statement”) [D.I. ___].

On [●], 2021, the United States Bankruptcy Court for the Southern District of New York (the “Court”) entered an order approving the Disclosure Statement and authorizing the Debtors to solicit votes on the Plan (the “Solicitation Procedures Order”). The Court’s approval of the Disclosure Statement does not indicate approval of the Plan by the Court.

You are receiving this Master Ballot because you have been identified as a Nominee (as defined below) holding Senior Subordinated Noteholder Claims in Class 4 on behalf of a Beneficial Holder² as of February 15, 2021 (the “Voting Record Date”).

This Master Ballot is to be used by you as a broker, bank, or other nominee; or as the agent of a broker, bank, or other nominee (each of the foregoing, a “Nominee”); or as the proxy holder of a Nominee for certain Beneficial Holders, to transmit to the Solicitation Agent the votes of such Beneficial Holders in respect of their Claims to accept or reject the Plan. ISIN for Class 4 Senior Subordinated Noteholder Claims entitled to vote are identified on Exhibit A attached hereto.

THE VOTES ON THIS BALLOT FOR CLASS 4 SENIOR SUBORDINATED NOTEHOLDER CLAIMS SHALL BE APPLIED TO EACH DEBTOR WITH CLASS 4 SENIOR SUBORDINATED NOTEHOLDER CLAIMS.

The Plan can be confirmed by the Court if it is accepted by Holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Court nonetheless may confirm the Plan if it finds the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

This Master Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect to the Plan. **If you believe you have received this Master Ballot in error, please contact the Debtors’ Solicitation Agent immediately at:**

² A “Beneficial Holder” means a beneficial owner of publicly-traded securities whose Claims or Interests have not been satisfied prior to the Record Date pursuant to Court order or otherwise, as reflected in the records maintained by the Nominees holding through the respective indenture trustee or transfer agent (as applicable).

Garrett Motion Ballot Processing Center
c/o Kurtzman Carson Consultants LLC
222 N. Pacific Coast Highway, Suite 300
El Segundo, California 90245

Telephone:

(866) 812-2297 (U.S. toll-free)
+800 3742 6170 (international toll-free)
(781) 575-4050 (U.S. Local (Toll) number)

Email: GarrettInfo@kccllc.com

You are authorized to collect votes to accept or to reject the Plan from Beneficial Holders in accordance with your customary practices, including the use of a “voting instruction form” in lieu of (or in addition to) a Beneficial Holder Ballot (as defined below), and collecting votes from Beneficial Holders through online voting, by phone, facsimile, or other electronic means.

You should review the Disclosure Statement, the Plan, and the instructions contained herein before you transmit votes. You or the Beneficial Holders of Senior Subordinated Noteholder Claims for whom you are the Nominee may wish to seek legal advice concerning the Plan and the Plan’s classification and treatment of such Claims.

The Court may confirm the Plan and thereby bind all Holders of Claims or Interests. To have the votes of your Beneficial Holders count as either an acceptance or rejection of the Plan, you must complete and return this Master Ballot so that the Solicitation Agent ***actually receives it no later than the Voting Deadline of March 24, 2021 at 8:00 p.m. (Eastern Time).***

Beneficial Holders who elect to reject the Plan or abstain from voting may elect to opt-in to the release, exculpation and injunction provisions contained in Section 11.9 of the Plan.

**NOTICE REGARDING CERTAIN RELEASE,
EXCULPATION AND INJUNCTION PROVISIONS IN PLAN**

PLEASE BE ADVISED THAT THE PLAN CONTAINS CERTAIN RELEASE, EXCULPATION AND INJUNCTION PROVISIONS, INCLUDING:

Releases

Section 11.7 of the Plan contains the following Debtor Release

For good and valuable consideration, including the service of the Released Parties to facilitate the administration of the Chapter 11 Cases and the implementation of the transactions contemplated by the Plan, on and after the Effective Date, the Released

Parties shall be released and discharged by the Debtors, the Reorganized Debtors and the Estates, including any successor and assign to the Debtors, Reorganized Debtors or any Estate representative, from all claims, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, including any derivative claims asserted or assertable on behalf of a Debtor or Reorganized Debtor, and its successors, assigns and representatives, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, contingent or fixed, existing or hereafter arising, in law, at equity or otherwise, whether for indemnification, tort, contract, violations of federal or state securities laws, or otherwise, including, those that any of the Debtors, the Reorganized Debtors or the Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or any other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Reorganized Debtors, the Estates, the conduct of the businesses of the Debtors, these Chapter 11 Cases, the purchase, sale or rescission of the purchase or sale of any Security of the Debtors or Reorganized Debtors, the release or discharge of any mortgage, lien or security interest, the distribution of proceeds, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the administration of Claims and Interests prior to or during these Chapter 11 Cases, the negotiation, formulation or preparation of the Plan, the Plan Supplement, the Disclosure Statement or, in each case, related agreements, instruments or other documents, any action or omission with respect to intercompany claims and intercompany settlements, any action or omission as an officer, director, agent, representative, fiduciary, controlling person, member, manager, affiliate or responsible party, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date of the Plan, other than claims or liabilities arising out of or relating to any act or omission of a Released Party to the extent such act or omission is determined by a final order in a court of competent jurisdiction to have constituted gross negligence, willful misconduct, actual fraud, or a criminal act.

Section 11.8 of the Plan contains the following Exculpation

Notwithstanding anything in the Plan to the contrary, as of the Effective Date, the Debtors and their directors, officers, employees, attorneys, investment bankers, financial advisors, restructuring advisors, and other professional advisors, representatives and agents will be deemed to have solicited acceptances of this Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including section 1125(e) of the Bankruptcy Code and any applicable non-bankruptcy law, rule or regulation governing the adequacy of disclosure in connection with the solicitation.

The Exculpated Parties shall neither have nor incur any liability arising on or after the petition date to any entity for any act or omission in connection with these Chapter 11 Cases, including (i) the operation of the Debtors' businesses during the pendency of these Chapter 11 Cases, (ii) the administration of Claims and Interests during these Chapter 11 Cases, (iii) formulating, negotiating, preparing, disseminating, implementing, administering, confirming and/or effecting the disclosure statement, the Plan, the plan supplement, and any related contract, instrument, release, or other

agreement or document created or entered into in connection therewith (including the solicitation of votes for the Plan and other actions taken in furtherance of confirmation and consummation of the Plan), (iv) the offer and issuance of any securities under or in connection with the Plan, or (v) the administration and adjudication of Claims, other than liability resulting from any act or omission that is determined by final order in a court of competent jurisdiction to have constituted gross negligence, willful misconduct, actual fraud or a criminal act.

Section 11.9 of the Plan contains the following Third Party Release

For good and valuable consideration, including the service of the Released Parties to facilitate the administration of the Chapter 11 Cases, the implementation of the orderly liquidation contemplated by the Plan, and the release of mortgages, liens, and security interests on property of the Estates, the distribution of proceeds, on and after the Effective Date, to the fullest extent permitted by applicable law, the Releasing Parties (regardless of whether a Releasing Party is a Released Party) shall be deemed to conclusively, absolutely, unconditionally, irrevocably, and forever release, waive and discharge the Released Parties of any and all claims, obligations, rights, suits, damages, causes of action, remedies and liabilities whatsoever, including any derivative claims asserted or assertable on behalf of a Debtor, Reorganized Debtor or Estate, and its successors, assigns and representatives, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, contingent or fixed, existing or hereafter arising, in law, at equity or otherwise, whether for indemnification, tort, contract, violations of federal or state securities laws or otherwise, including, those that any of the Debtors, the Reorganized Debtors or the Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or any other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Reorganized Debtors, the Estates, the conduct of the businesses of the Debtors, these Chapter 11 Cases, the purchase, sale or rescission of the purchase or sale of any security of the Debtors or Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the administration of Claims and Interests prior to or during these Chapter 11 Cases, the negotiation, formulation or preparation of the Plan, the Plan Supplement, the Disclosure Statement or, in each case, related agreements, instruments or other documents, any action or omission with respect to intercompany claims or intercompany settlements, any action or omission as an officer, director, agent, representative, fiduciary, controlling person, member, manager, affiliate or responsible party, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date of the Plan, other than claims or liabilities arising out of or relating to any act or omission of a Released Party to the extent such act or omission is determined by a final order in a court of competent jurisdiction to have constituted gross negligence, willful misconduct, actual fraud or a criminal act.

Section 11.10 of the Plan contains the following Injunction

Except as otherwise specifically provided in the Plan or the Confirmation Order, all Persons or Entities who have held, hold or may hold (i) Claims or Interests that arose prior to the Effective Date, (ii) Causes of Action that have been released pursuant to Sections 11.7 and 11.9 of the Plan or are subject to exculpation pursuant to Section 11.8 of the Plan (but only to the extent of the exculpation provided in Section 11.8 of the Plan), or (iii) Claims, Interests or Causes of Action that are otherwise discharged, satisfied, stayed, or terminated pursuant to the terms of the Plan and all other parties-in-interest seeking to enforce such Claims, Interests or Causes of Action are permanently enjoined, from and after the Effective Date, from (a) commencing or continuing in any manner any action or other proceeding of any kind with respect to any such Claim (including a section 510(b) Claim) against or Interest in the Debtors or the Reorganized Debtors, or property of any Debtors or Reorganized Debtors, other than to enforce any right to a distribution pursuant to the Plan, (b) the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree or order against the Debtors or Reorganized Debtors or property of any Debtors or Reorganized Debtors with respect to any such Claim or Interest, other than to enforce any right to a distribution pursuant to the Plan, (c) creating, perfecting or enforcing any Lien or encumbrance of any kind against the Debtors or the Reorganized Debtors, or against the property or interests in property of the Debtors or the Reorganized Debtors with respect to any such Claim or Interest, other than to enforce any right to a distribution pursuant to the Plan, or (d) asserting any right of setoff (except for setoffs exercised prepetition) or subrogation of any kind against any obligation due from the Debtors or the Reorganized Debtors, or against the property or interests in property of the Debtors or the Reorganized Debtors, with respect to any such Claim or Interest. Such injunction shall extend to any successors or assignees of the Debtors or the Reorganized Debtors and their respective properties and interests in properties.

Item 1. Certification of Authority to Vote.

The undersigned certifies that, as of the Voting Record Date, the undersigned (please check the applicable box):

- Is a broker, bank, or other nominee for the Beneficial Holders of the aggregate amount of the Class 4 Senior Subordinated Noteholder Claims listed in Item 2 below, and is the record holder of such common stock; or
- Is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a broker, bank, or other nominee that is the registered holder of the aggregate amount of the Class 4 Senior Subordinated Noteholder Claims listed in Item 2; or
- Has been granted a proxy (an original of which is attached hereto) from a broker, bank, or other nominee, or a beneficial owner, that is the registered holder of the aggregate amount of the Class 4 Senior Subordinated Noteholder Claims listed in Item 2 below;

and accordingly has full power and authority to vote to accept or reject the Plan, on behalf of the Beneficial Holders of the Senior Subordinated Noteholder Claims described in Item 2.

Item 2. Interests Vote on Plan.

The undersigned transmits the following votes of Beneficial Holders and certifies that the following Beneficial Holders of such Claims, as identified by their respective customer account numbers set forth below, are the Beneficial Holders of such Interests as of the Voting Record Date and have delivered to the undersigned, as Nominee, properly executed ballots (the "Beneficial Holder Ballots") casting such votes as indicated and containing instructions for the casting of those votes on their behalf.

Indicate in the appropriate column below the aggregate amount voted for each account or attach such information to this Master Ballot in the form of the following table. Please note that each Beneficial Holder must vote all such Beneficial Holder's Interests to accept or reject the Plan and may not split such vote. Any Beneficial Holder Ballot executed by the Beneficial Holder that does not indicate an acceptance or rejection of the Plan or that indicates both an acceptance and a rejection of the Plan will not be counted.

Beneficial Holders voting to reject the Plan or abstaining from voting on the Plan may opt-in to the release contained in Section 11.9 of the Plan by checking the "opt-in" box in their Beneficial Holder Ballot. Indicate in the appropriate column below whether each Holder that is voting to reject the Plan or abstaining from voting on the Plan has opted in to the release contained in Section 11.9 of the Plan.

Your Customer Account Number for Each Beneficial Holder Who Voted in this Plan Class	Amount Held as of Voting Record Date	Item 2.A Indicate the vote cast on the Beneficial Holder Ballot by checking the appropriate box below.			Item 2.B Check the box below if the Beneficial Holder checked the box in Item 2 of their Ballot
		Accept the Plan	or	Reject the Plan	Opt-In to the Third Party Release
1		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
2		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
3		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
4		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
5		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
6		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
TOTALS					

Item 3. Other Ballots Submitted by Beneficial Holders in the same Class.

The undersigned certifies that it has transcribed in the following table the information, if any, provided by Beneficial Holders in Item 3 of each of the Beneficial Holder’s original Beneficial Holder Ballots, identifying any Class 4 Senior Subordinated Noteholder Claims for which such Beneficial Holders have submitted other Beneficial Holder Ballots other than to the undersigned:

Your Customer Account Number and/or Customer Name for Each Beneficial Holder who completed Item 3 of the Beneficial Holder Ballot	Transcribe from Item 3 of the Beneficial Holder Ballot			
	Customer Account Number at Other Nominee	Name of Other Registered Holder or Nominee	Principal Amount of Other Class 4 Senior Subordinated Noteholder Claims Voted	ISIN of Other Class 4 Senior Subordinated Noteholder Claims Voted
1.			\$	
2.			\$	
3.			\$	
4.			\$	
5.			\$	

Item 4. Certifications.

By signing this Master Ballot, the undersigned certifies to the Court and the Debtors that:

- (a) it has received a copy of the Master Ballot, the Beneficial Holder Ballots and the remainder of the Solicitation Package and has delivered the same to the Beneficial

Holders of the Senior Subordinated Noteholder Claims listed in Item 2 of this Master Ballot above;

- (b) it has received a completed and signed Beneficial Holder Ballot (or other accepted and customary method of communicating a vote) from each Beneficial Holder listed in Item 2 above;
- (c) it is the Nominee of all the Senior Subordinated Noteholder Claims in Item 2 above being voted, or it has been authorized by each Beneficial Holder of the Senior Subordinated Noteholder Claims listed in Item 2 above to vote on the Plan;
- (d) no other Master Ballots with respect to the Senior Subordinated Noteholder Claims identified in Item 2 have been cast or, if any other Master Ballots have been cast with respect to such Claims, then any such earlier received Master Ballots are hereby revoked;
- (e) it has properly disclosed: (i) the number of Beneficial Holders of Senior Subordinated Noteholder Claims who completed the Beneficial Holder Ballots; (ii) the respective amount of the Senior Subordinated Noteholder Claims owned, as the case may be, by each Beneficial Holder of the Senior Subordinated Noteholder Claims who completed a Beneficial Holder Ballot; (iii) each such Beneficial Holder's respective vote concerning the Plan and (iv) each such Beneficial Holder's certification as to other Claims voted in the same Class (v) and the customer account or other identification number for each such Beneficial Holder; and
- (f) it will maintain Beneficial Holder Ballots and evidence of separate transactions returned by Beneficial Holders of Senior Subordinated Noteholder Claims (whether properly completed or defective) for at least one year after the Effective Date of the Plan and disclose all such information to the Court or the Debtors, if so ordered.

[SIGNATURE PAGE FOLLOWS]

Name of Nominee:	_____
	(Print or Type)
Participant Number:	_____
Name of Proxy Holder or Agent for Nominee (if applicable):	_____
	(Print or Type)
Signature:	_____
Name of Signatory:	_____
Title:	_____
Address	_____

Date Completed:	_____
Email Address:	_____

**PLEASE COMPLETE, SIGN AND DATE THIS MASTER BALLOT AND RETURN IT
PROMPTLY VIA FIRST CLASS MAIL, OVERNIGHT COURIER, HAND DELIVERY
OR VIA ELECTRONIC MAIL SERVICE TO:**

**GARRETT MOTION BALLOT PROCESSING CENTER
C/O KURTZMAN CARSON CONSULTANTS LLC
222 N. PACIFIC COAST HIGHWAY, SUITE 300
EL SEGUNDO, CALIFORNIA 90245
EMAIL: GARRETTINFO@KCCLLC.COM**

**THIS MASTER BALLOT MUST BE ACTUALLY RECEIVED BY THE DEBTORS'
SOLICITATION AGENT ON OR BEFORE:
THE VOTING DEADLINE OF MARCH 24, 2021 AT 8:00 P.M. (EASTERN TIME).**

CLASS 4 – SENIOR SUBORDINATED NOTEHOLDER CLAIMS

INSTRUCTIONS FOR COMPLETING THIS MASTER BALLOT

1. The Debtors are soliciting the votes of Holders of Claims with respect to the Plan attached as Exhibit A to the Disclosure Statement. Capitalized terms used in this Ballot or in these instructions but not otherwise defined therein or herein shall have the meaning set forth in the Plan.
2. The Court may confirm the Plan and thereby bind Beneficial Holders of Senior Subordinated Noteholder Claims. Please review the Disclosure Statement for more information.
3. You should immediately distribute the Beneficial Holder Ballots and the Solicitation Package to all Beneficial Holders and take any action required to enable each such Beneficial Holder to vote timely the Senior Subordinated Noteholder Claims that it holds. You may distribute the Solicitation Packages to Beneficial Holders, as appropriate, in accordance with your customary practices. You are authorized to collect votes to accept or to reject the Plan from Beneficial Holders in accordance with your customary practices, including the use of a “voting instruction form” in lieu of (or in addition to) a Beneficial Holder Ballot, and collecting votes from Beneficial Holders through online voting, by phone, facsimile, or other electronic means. Any Beneficial Holder Ballot returned to you by a Beneficial Holder of Senior Subordinated Noteholder Claims shall not be counted for purposes of accepting or rejecting the Plan until you properly complete and deliver, to the Solicitation Agent, a Master Ballot that reflects the vote of such Beneficial Holders by **the Voting Deadline of March 24, 2021 at 8:00 p.m. (Eastern Time)**, or otherwise validate the Master Ballot in a manner acceptable to the Solicitation Agent.
4. If you are transmitting the votes of any Beneficial Holder of Senior Subordinated Noteholder Claims other than yourself, within five business days after receipt by such Nominee of the Solicitation Package, forward the Solicitation Package to the Beneficial Holder of Senior Subordinated Noteholder Claims for voting along with a return envelope provided by and addressed to the Nominee (if applicable), with the Beneficial Holder then returning the individual Beneficial Holder Ballot to the Nominee. In such case, the Nominee will tabulate the votes of its respective owners on a Master Ballot that will be provided to the Nominee separately by the Solicitation Agent, in accordance with any instructions set forth in the instructions to the Master Ballot, and then return the Master Ballot to the Solicitation Agent. The Nominee should advise the Beneficial Holder to return their individual Beneficial Holder Ballots (or otherwise transmit their vote) to the Nominee by a date calculated by the Nominee to allow it to prepare and return the Master Ballot to the Solicitation Agent so that the Master Ballot is actually received by the Solicitation Agent on or before the Voting Deadline.

5. With regard to any Beneficial Holder Ballots returned to you by a Beneficial Holder, you must: (a) compile and validate the votes and other relevant information of each such Beneficial Holder on the Master Ballot using the customer name or account number assigned by you to each such Beneficial Holder; (b) execute the Master Ballot; (c) transmit such Master Ballot to the Solicitation Agent by the Voting Deadline; and (d) retain such Beneficial Holder Ballots from Beneficial Holders, whether in hard copy or by electronic direction, in your files for a period of one year after the Effective Date of the Plan. You may be ordered to produce the Beneficial Holder Ballots (or evidence of the vote transmitted to you) to the Debtors or the Court.
6. If a Master Ballot is received after the Voting Deadline and if the Voting Deadline is not extended, it will **NOT** be counted. Additionally, the following Master Ballots will **NOT** be counted:
 - any Master Ballot that is illegible or contains insufficient information to identify the Holder of the Claim;
 - any Master Ballot cast by an entity that does not hold Class 4 Senior Subordinated Noteholder Claims as of the Voting Record Date;
 - any Master Ballot sent to the Debtors, the Debtors' agents (other than the Debtors' Solicitation Agent) or to the Debtors' financial or legal advisors;
 - any Master Ballot sent by facsimile or any electronic means other than electronic mail;
 - any unsigned Master Ballot (for the avoidance of doubt, Master Ballots validly submitted via electronic mail will be deemed signed);
 - any Master Ballot that does not contain an original signature; provided that any Master Ballot submitted via electronic mail shall be deemed to contain an original signature;
 - any Master Ballot not marked to accept or reject the Plan or any Master Ballot marked both to accept and reject the Plan; and/or
 - any Master Ballot submitted by any party not entitled to cast a vote with respect to the Plan.
7. The method of delivery of Master Ballots to the Debtors' Solicitation Agent is at the election and risk of each Nominee. Except as otherwise provided herein, such delivery will be deemed made only when the Debtors' Solicitation Agent **actually receives** the original executed Master Ballot.
8. If multiple Master Ballots are received from the same Nominee with respect to the same Claims prior to the Voting Deadline, the last Master Ballot timely received will supersede and revoke any earlier received Master Ballots.

9. After the Voting Deadline, no Master Ballot may be withdrawn or modified without the prior consent of the Debtors.
10. If you are both the Nominee and the Beneficial Holder of any of the Senior Subordinated Noteholder Claims indicated on the Master Ballot or Beneficial Holder Ballot, as applicable, and you wish to vote such Claims, you may return a Beneficial Holder Ballot or Master Ballot for such Claims and you must vote all of your Claims in the same Class to either accept or reject the Plan and may not split your vote. Accordingly, a Beneficial Holder Ballot, other than a Master Ballot with the votes of multiple Beneficial Holders that partially rejects and partially accepts the Plan will not be counted.
11. This Master Ballot does not constitute, and shall not be deemed to be (a) a proof of claim or (b) an assertion or admission with respect to a Claim.
12. Please be sure to sign and date the Master Ballot. You should indicate that you are signing in your capacity as a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or otherwise acting in a fiduciary or representative capacity, and, if required or requested by the Debtors' Solicitation Agent, the Debtors or the Court, you must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to this Master Ballot.
13. This Master Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan. Accordingly, at this time, Nominees should not surrender certificates or instruments representing or evidencing their Claims, and neither the Debtors nor the Debtors' Solicitation Agent will accept delivery of any such certificates or instruments surrendered together with a Ballot.
14. The following additional rules shall apply to Master Ballots:
 - (a) Votes cast by Beneficial Holders through a Nominee will be applied against the positions held by such entities in the Claims as of the Voting Record Date, as evidenced by the record and depository listings;
 - (b) Votes submitted by a Nominee will not be counted in excess of the record amount of the Claims held by such Nominee;
 - (c) To the extent that conflicting votes or "over-votes" are submitted by a Nominee, the Solicitation Agent will attempt to reconcile discrepancies with the Nominee;
 - (d) To the extent that over-votes on a Master Ballot are not reconcilable prior to the preparation of the vote certification, the Solicitation Agent will apply the votes to accept and reject the Plan in the same proportion as the votes to accept and reject the Plan submitted on the Master Ballot that contained the over-vote, but only to the extent of the Nominee's position in the Claims; and

- (e) For purposes of tabulating votes, each holder holding through a particular account will be deemed to have voted the amount relating to its holding in that particular account, although the Solicitation Agent may be asked to adjust such amount to reflect the Claim amount.

PLEASE RETURN YOUR BALLOT PROMPTLY.

**IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT,
THESE VOTING INSTRUCTIONS OR THE PROCEDURES FOR VOTING,
PLEASE CALL THE DEBTORS' SOLICITATION AGENT AT:**

**(866) 812-2297 (U.S. toll-free)
+800 3742 6170 (international toll-free)
(781) 575-4050 (U.S. Local (Toll) number).**

**IF THE DEBTORS' SOLICITATION AGENT DOES NOT ACTUALLY RECEIVE THIS
BALLOT ON OR BEFORE MARCH 24, 2021 AT 8:00 P.M.
(EASTERN TIME), YOUR BALLOT WILL NOT BE COUNTED.**

Exhibit A

Please check one box below to indicate the ISIN to which this Master Ballot pertains.

CLASS 4 – SENIOR SUBORDINATED NOTEHOLDER CLAIMS

	BOND DESCRIPTION	ISIN
<input type="checkbox"/>	5.125% Senior Unsecured Note	XS1884811594
<input type="checkbox"/>	5.125% Senior Unsecured Note	XS1884811677

EXHIBIT F-3

Senior Subordinated Noteholder Claims Beneficial Ballot

Garrett Motion Inc. and certain of its affiliated debtors and debtors-in-possession (collectively, the “Debtors”) are soliciting votes with respect to the proposed *Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as may be amended, modified or supplemented, the “Plan”) [D.I. ___] as described in the *Disclosure Statement for the Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as may be amended, modified or supplemented, the “Disclosure Statement”) [D.I. ___].

On [●], 2021, the United States Bankruptcy Court for the Southern District of New York (the “Court”) entered an order approving the Disclosure Statement and authorizing the Debtors to solicit votes on the Plan (the “Solicitation Procedures Order”). The Court’s approval of the Disclosure Statement does not indicate approval of the Plan by the Court.

You are receiving this Ballot for Beneficial Holders² (this “Beneficial Holder Ballot”) because you have been identified as a Beneficial Holder of a Senior Subordinated Noteholder Claim in Class 4 as of February 15, 2021 (the “Voting Record Date”). Accordingly, you have a right to vote to accept or reject the Plan. **Those who elect to reject the Plan or abstain from voting may also elect to opt-in to the release, exculpation and injunction provisions contained in Section 11.9 of the Plan.** ISIN for Class 4 Claims entitled to vote are identified on Exhibit A attached hereto.

You can cast your vote through this Beneficial Holder Ballot and return it to your broker, bank, or other nominee, or the agent of a broker, bank, or other nominee (each of the foregoing, a “Nominee”), in accordance with the instructions provided by your Nominee, who will then submit a master ballot (the “Master Ballot”) on behalf of the Beneficial Holder.

The Plan can be confirmed by the Court and thereby made binding on you if it is accepted by Holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Court nonetheless may confirm the Plan if it finds the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

This Beneficial Holder Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect to the Plan. **If you believe you have received this Beneficial Holder Ballot in error, or if you believe that you have received the wrong Ballot, please contact the Debtors’ Solicitation Agent immediately at:**

² A “Beneficial Holder” means a beneficial owner of publicly-traded securities whose Claims or Interests have not been satisfied prior to the Record Date pursuant to Court order or otherwise, as reflected in the records maintained by the Nominees holding through the respective indenture trustee or transfer agent (as applicable).

Garrett Motion Ballot Processing Center
c/o Kurtzman Carson Consultants LLC
222 N. Pacific Coast Highway, Suite 300
El Segundo, California 90245

Telephone:

(866) 812-2297 (U.S. toll-free)
+800 3742 6170 (international toll-free)
(781) 575-4050 (U.S. Local (Toll) number)

Email: GarrettInfo@kccllc.com

IMPORTANT NOTICE

You should carefully review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim. Your Claim has been placed in Class 4—Senior Subordinated Noteholder Claims—under the Plan. If you hold Claims in more than one Class, you will receive a Ballot for each Class in which you are entitled to vote.

In order for your vote to count, your Nominee must receive this Beneficial Holder Ballot in sufficient time for your Nominee to include your vote on a Master Ballot that must be **actually received** by the Solicitation Agent **no later than the Voting Deadline of March 24, 2021 at 8:00 p.m. (Eastern Time)**. Please allow sufficient time for your vote to be included on the Master Ballot completed by your Nominee. If a Master Ballot recording your vote is not received by the Voting Deadline, and if the Voting Deadline is not extended, your vote will not count.

If the Plan is confirmed by the Court, it will be binding on you whether or not you vote.

**NOTICE REGARDING CERTAIN RELEASE,
EXCULPATION AND INJUNCTION PROVISIONS IN PLAN**

PLEASE BE ADVISED THAT THE PLAN CONTAINS CERTAIN RELEASE, EXCULPATION AND INJUNCTION PROVISIONS, INCLUDING:

Releases

Section 11.7 of the Plan contains the following Debtor Release

For good and valuable consideration, including the service of the Released Parties to facilitate the administration of the Chapter 11 Cases and the implementation of the transactions contemplated by the Plan, on and after the Effective Date, the Released Parties shall be released and discharged by the Debtors, the Reorganized Debtors and the Estates, including any successor and assign to the Debtors, Reorganized Debtors or any

Estate representative, from all claims, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, including any derivative claims asserted or assertable on behalf of a Debtor or Reorganized Debtor, and its successors, assigns and representatives, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, contingent or fixed, existing or hereafter arising, in law, at equity or otherwise, whether for indemnification, tort, contract, violations of federal or state securities laws, or otherwise, including, those that any of the Debtors, the Reorganized Debtors or the Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or any other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Reorganized Debtors, the Estates, the conduct of the businesses of the Debtors, these Chapter 11 Cases, the purchase, sale or rescission of the purchase or sale of any Security of the Debtors or Reorganized Debtors, the release or discharge of any mortgage, lien or security interest, the distribution of proceeds, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the administration of Claims and Interests prior to or during these Chapter 11 Cases, the negotiation, formulation or preparation of the Plan, the Plan Supplement, the Disclosure Statement or, in each case, related agreements, instruments or other documents, any action or omission with respect to intercompany claims and intercompany settlements, any action or omission as an officer, director, agent, representative, fiduciary, controlling person, member, manager, affiliate or responsible party, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date of the Plan, other than claims or liabilities arising out of or relating to any act or omission of a Released Party to the extent such act or omission is determined by a final order in a court of competent jurisdiction to have constituted gross negligence, willful misconduct, actual fraud, or a criminal act.

Section 11.8 of the Plan contains the following Exculpation

Notwithstanding anything in the Plan to the contrary, as of the Effective Date, the Debtors and their directors, officers, employees, attorneys, investment bankers, financial advisors, restructuring advisors, and other professional advisors, representatives and agents will be deemed to have solicited acceptances of this Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including section 1125(e) of the Bankruptcy Code and any applicable non-bankruptcy law, rule or regulation governing the adequacy of disclosure in connection with the solicitation.

The Exculpated Parties shall neither have nor incur any liability arising on or after the petition date to any entity for any act or omission in connection with these Chapter 11 Cases, including (i) the operation of the Debtors' businesses during the pendency of these Chapter 11 Cases, (ii) the administration of Claims and Interests during these Chapter 11 Cases, (iii) formulating, negotiating, preparing, disseminating, implementing, administering, confirming and/or effecting the disclosure statement, the Plan, the plan supplement, and any related contract, instrument, release, or other agreement or document created or entered into in connection therewith (including the solicitation of votes for the Plan and other actions taken in furtherance of confirmation and

consummation of the Plan), (iv) the offer and issuance of any securities under or in connection with the Plan, or (v) the administration and adjudication of Claims, other than liability resulting from any act or omission that is determined by final order in a court of competent jurisdiction to have constituted gross negligence, willful misconduct, actual fraud or a criminal act.

Section 11.9 of the Plan contains the following Third Party Release

For good and valuable consideration, including the service of the Released Parties to facilitate the administration of the Chapter 11 Cases, the implementation of the orderly liquidation contemplated by the Plan, and the release of mortgages, liens, and security interests on property of the Estates, the distribution of proceeds, on and after the Effective Date, to the fullest extent permitted by applicable law, the Releasing Parties (regardless of whether a Releasing Party is a Released Party) shall be deemed to conclusively, absolutely, unconditionally, irrevocably, and forever release, waive and discharge the Released Parties of any and all claims, obligations, rights, suits, damages, causes of action, remedies and liabilities whatsoever, including any derivative claims asserted or assertable on behalf of a Debtor, Reorganized Debtor or Estate, and its successors, assigns and representatives, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, contingent or fixed, existing or hereafter arising, in law, at equity or otherwise, whether for indemnification, tort, contract, violations of federal or state securities laws or otherwise, including, those that any of the Debtors, the Reorganized Debtors or the Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or any other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Reorganized Debtors, the Estates, the conduct of the businesses of the Debtors, these Chapter 11 Cases, the purchase, sale or rescission of the purchase or sale of any security of the Debtors or Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the administration of Claims and Interests prior to or during these Chapter 11 Cases, the negotiation, formulation or preparation of the Plan, the Plan Supplement, the Disclosure Statement or, in each case, related agreements, instruments or other documents, any action or omission with respect to intercompany claims or intercompany settlements, any action or omission as an officer, director, agent, representative, fiduciary, controlling person, member, manager, affiliate or responsible party, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date of the Plan, other than claims or liabilities arising out of or relating to any act or omission of a Released Party to the extent such act or omission is determined by a final order in a court of competent jurisdiction to have constituted gross negligence, willful misconduct, actual fraud or a criminal act.

Section 11.10 of the Plan contains the following Injunction

Except as otherwise specifically provided in the Plan or the Confirmation Order, all Persons or Entities who have held, hold or may hold (i) Claims or Interests that arose prior to the Effective Date, (ii) Causes of Action that have been released pursuant to

Sections 11.7 and 11.9 of the Plan or are subject to exculpation pursuant to Section 11.8 of the Plan (but only to the extent of the exculpation provided in Section 11.8 of the Plan), or (iii) Claims, Interests or Causes of Action that are otherwise discharged, satisfied, stayed, or terminated pursuant to the terms of the Plan and all other parties-in-interest seeking to enforce such Claims, Interests or Causes of Action are permanently enjoined, from and after the Effective Date, from (a) commencing or continuing in any manner any action or other proceeding of any kind with respect to any such Claim (including a section 510(b) Claim) against or Interest in the Debtors or the Reorganized Debtors, or property of any Debtors or Reorganized Debtors, other than to enforce any right to a distribution pursuant to the Plan, (b) the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree or order against the Debtors or Reorganized Debtors or property of any Debtors or Reorganized Debtors with respect to any such Claim or Interest, other than to enforce any right to a distribution pursuant to the Plan, (c) creating, perfecting or enforcing any Lien or encumbrance of any kind against the Debtors or the Reorganized Debtors, or against the property or interests in property of the Debtors or the Reorganized Debtors with respect to any such Claim or Interest, other than to enforce any right to a distribution pursuant to the Plan, or (d) asserting any right of setoff (except for setoffs exercised prepetition) or subrogation of any kind against any obligation due from the Debtors or the Reorganized Debtors, or against the property or interests in property of the Debtors or the Reorganized Debtors, with respect to any such Claim or Interest. Such injunction shall extend to any successors or assignees of the Debtors or the Reorganized Debtors and their respective properties and interests in properties.

Item 1. Beneficial Holder of Senior Subordinated Noteholder Claims.

The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the Beneficial Holder of Senior Subordinated Noteholder Claims indicated below. You must check the applicable box in the right-hand column below to “accept” or “reject” the Plan for Class 4 in order to have your vote counted.

Please note that you are voting all of your Claims either to accept or reject the Plan. You may not split your vote. If you do not indicate that you either accept or reject the Plan by checking the applicable box below, your vote will not be counted. If you indicate that you both accept and reject the Plan for your Claims by checking both boxes below, your vote will not be counted.

The Plan, though proposed jointly, constitutes a separate Plan proposed by each Debtor. Accordingly, your vote cast below will be applied in the same manner and in the same amount against each applicable Debtor.

The Holder of Claim votes to (*please check one and only one box*):

Voting Class	Description	Amount of Claims Held as of the Voting Record Date	Vote to Accept or Reject the Plan
4	Senior Subordinated Noteholder Claims	_____	<input type="checkbox"/> ACCEPT (vote FOR) the Plan <input type="checkbox"/> REJECT (vote AGAINST) the Plan

Item 2. Voluntary Release.

If voting to reject the Plan or abstaining from voting on the Plan, you may opt-in to the release contained in Section 11.9 of the Plan by checking the box below. Otherwise, you will be deemed not to have granted the release.

The Holder of the Class 4 Senior Subordinated Noteholder Claims set forth in Item 1 elects to:

<input type="checkbox"/> OPT-IN to the voluntary release in Section 11.9 of the Plan

<p>THE PLAN WILL BIND ALL HOLDERS OF CLAIMS AGAINST AND INTERESTS IN THE DEBTORS TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW.</p>

Item 3. Other Beneficial Holder Ballots Submitted.

By completing and returning this Beneficial Holder Ballot, the undersigned Beneficial Holder certifies that either (1) it has not submitted any other Ballots for other Class 4 – Senior Subordinated Noteholder Claims held in other accounts or other record names or (2) it has provided the information specified in the following table for all other Class 4 – Senior Subordinated Noteholder Claims for which it has submitted additional Beneficial Holder Ballots, each of which indicates the same vote to accept or reject the Plan (please use additional sheets of paper if necessary):

ONLY COMPLETE THIS TABLE IF YOU HAVE VOTED OTHER CLAIMS IN THE SAME CLASS ON OTHER BENEFICIAL HOLDER BALLOTS

Your Name or Customer Account Number for Other Account for Which a Ballot Has been Submitted	Name of Registered Holder or Nominee (if applicable)	Principal Amount of Other Class 4 – Prepetition Notes Claims Voted	ISIN of Other Class 4 – Senior Subordinated Noteholder Claim Voted
		\$	
		\$	
		\$	

Item 4. Certifications.

By signing this Beneficial Holder Ballot, the undersigned certifies to the Court and the Debtors that:

- (a) as of the Voting Record Date, either: (i) the entity is the Beneficial Holder of the Claims in Class 4 being voted on this Beneficial Holder Ballot or (ii) the entity is an authorized signatory for an entity that is the Beneficial Holder of the Claims in Class 4 being voted on this Beneficial Holder Ballot;
- (b) the entity (or in the case of an authorized signatory, the Beneficial Holder) has received the Solicitation Package in accordance with the Solicitation Procedures and acknowledges that votes on the Plan are being solicited pursuant to the terms and conditions set forth in the Solicitation Procedures Order;
- (c) the entity has cast the same vote with respect to all Claims in a single Class; and
- (d) no other Beneficial Holder Ballots with respect to the amount of the Claims in Class 4 identified in Item 1 have been cast or, if any other Beneficial Holder Ballots have been cast with respect to such Claims, then any such earlier received Beneficial Holder Ballots are hereby revoked.

[SIGNATURE PAGE FOLLOWS]

Name of Holder:	_____
	(Print or type)
Signature:	_____
Name of Signatory:	_____
	(If other than Beneficial Holder)
Title:	_____
Address:	_____

Phone Number: (optional)	_____
Email (optional):	_____
Date Completed:	_____

**PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT
PROMPTLY IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED BY YOUR
NOMINEE.**

**THE MASTER BALLOT SUBMITTED ON YOUR BEHALF WHICH REFLECTS
YOUR VOTE MUST BE ACTUALLY RECEIVED BY THE DEBTORS'
SOLICITATION AGENT ON OR BEFORE:
MARCH 24, 2021 AT 8:00 P.M. (EASTERN TIME).**

CLASS 4 – SENIOR SUBORDINATED NOTEHOLDER CLAIMS

INSTRUCTIONS FOR COMPLETING THIS BENEFICIAL HOLDER BALLOT

1. The Debtors are soliciting the votes of Holders of Claims with respect to the Plan attached as Exhibit A to the Disclosure Statement. Capitalized terms used in this Ballot or in these instructions but not otherwise defined therein or herein shall have the meaning set forth in the Plan.
2. The Court may confirm the Plan and thereby bind you. Please review the Disclosure Statement for more information.
3. Unless otherwise instructed by your Nominee, to ensure that your vote is counted, you must submit your Beneficial Holder Ballot to your Nominee in sufficient time to allow your Nominee to process your vote and submit a Master Ballot so that the Master Ballot is actually received by the Solicitation Agent by the Voting Deadline. You may instruct your Nominee to vote on your behalf in the Master Ballot as follows: (a) complete this Beneficial Holder Ballot; (b) indicate your decision either to accept or reject the Plan by checking one of the boxes provided in Item 1 of this Beneficial Holder Ballot; (c) indicate your decision whether to opt-in to the release in the box provided in Item 2 of this Beneficial Holder Ballot; and (d) sign and return this Beneficial Holder Ballot to your Nominee in accordance with the instructions provided by your Nominee. The Voting Deadline for the receipt of Master Ballots by the Solicitation Agent is **March 24, 2021 at 8:00 p.m. (Eastern Time)**. Your completed Beneficial Holder Ballot must be received by your Nominee in sufficient time to permit your Nominee to deliver your votes to the Solicitation Agent on or before the Voting Deadline.
4. The following Beneficial Holder Ballots will **NOT** be counted:
 - any Beneficial Holder Ballot that partially rejects and partially accepts the Plan;
 - any Beneficial Holder Ballot sent to the Debtors or the Debtors' agents;
 - any Beneficial Holder Ballot returned to a Nominee not in accordance with the Nominee's instructions;
 - any Beneficial Holder Ballot that is illegible or contains insufficient information to identify the Holder of the Claim;
 - any Beneficial Holder Ballot cast by an entity that does not hold Class 4 Senior Subordinated Noteholder Claims as of the Voting Record Date;
 - any Beneficial Holder Ballot submitted by a holder not entitled to vote pursuant to the Plan;

- any unsigned Beneficial Holder Ballot (except in accordance with the Nominee's instructions);
 - any non-original Beneficial Holder Ballot (except in accordance with the Nominee's instructions); and/or
 - any Beneficial Holder Ballot not marked to accept or reject the Plan or any Beneficial Holder Ballot marked both to accept and reject the Plan.
5. If your Beneficial Holder Ballot is not received by your Nominee in sufficient time to be included on a timely submitted Master Ballot, it will not be counted unless the Debtors determine otherwise. In all cases, Beneficial Holders should allow sufficient time to assure timely delivery of your Beneficial Holder Ballot to your Nominee. No Beneficial Holder Ballot should be sent to any of the Debtors, the Debtors' agents or the Debtors' financial or legal advisors, and if so sent will not be counted.
 6. If you deliver multiple Beneficial Holder Ballots to your Nominee with respect to the same Claims prior to the Voting Deadline, the last received valid Beneficial Holder Ballot timely received will supersede and revoke any earlier received Beneficial Holder Ballots.
 7. You must vote the entirety of any Claim either to accept or reject the Plan and may **not** split your vote for any such Claim.
 8. This Beneficial Holder Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan. Accordingly, at this time, Holders of Claims should not surrender certificates or instruments representing or evidencing their Claims, and neither the Debtors nor the Debtors' Solicitation Agent will accept delivery of any such certificates or instruments surrendered together with a Ballot.
 9. This Beneficial Holder Ballot does not constitute, and shall not be deemed to be (a) a proof of claim or (b) an assertion or admission with respect to a Claim.
 10. Please be sure to sign and date your Beneficial Holder Ballot. If you are signing a Beneficial Holder Ballot in your capacity as a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Debtors' Solicitation Agent, the Debtors, or the Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to this Beneficial Holder Ballot.
 11. If you hold multiple Claims within the same Class, the Debtors may, in their discretion, aggregate the Claims of any particular holder with multiple Claims within the same Class for the purpose of counting votes.

12. If you hold Claims in more than one Class under the Plan, you will receive a Ballot for each Class in which you are entitled to vote. Please complete and return each Ballot and Election Form you receive.

PLEASE SUBMIT YOUR BENEFICIAL HOLDER BALLOT PROMPTLY IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED BY YOUR NOMINEE.

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT, THESE VOTING INSTRUCTIONS OR THE PROCEDURES FOR VOTING, PLEASE CONTACT YOUR NOMINEE. IF YOU HAVE GENERAL QUESTIONS ABOUT THE SOLICITATION OF PLAN VOTES OR REQUIRE SOLICITATION MATERIALS, CALL THE DEBTORS' SOLICITATION AGENT AT:

**(866) 812-2297 (U.S. TOLL-FREE)
+800 3742 6170 (INTERNATIONAL TOLL-FREE)
(781) 575-4050 (U.S. LOCAL (TOLL) NUMBER).**

<p>IF THE DEBTORS' SOLICITATION AGENT DOES NOT ACTUALLY RECEIVE THE MASTER BALLOT ON OR BEFORE MARCH 24, 2021 AT 8:00 P.M. (EASTERN TIME), YOUR VOTE TRANSMITTED BY THIS BENEFICIAL HOLDER BALLOT WILL NOT BE COUNTED.</p>

EXHIBIT A

Your Nominee may have checked a box below to indicate the Note to which this Ballot pertains, or otherwise provided that information to you on a label or schedule attached to the Ballot.

CLASS 4 – SENIOR SUBORDINATED NOTES CLAIMS

	BOND DESCRIPTION	ISIN
<input type="checkbox"/>	5.125% Senior Unsecured Note	XS1884811594
<input type="checkbox"/>	5.125% Senior Unsecured Note	XS1884811677

EXHIBIT F-4

Honeywell Plan Claims Ballot

**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 (MEW)
	:	
Debtors.	:	Jointly Administered
	:	
	:	
<hr/>		X

**BALLOT FOR VOTING TO ACCEPT OR
REJECT THE PROPOSED DEBTORS’ JOINT PLAN OF
REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

**CLASS 6
HONEYWELL SPIN-OFF CLAIMS**

PLEASE CAREFULLY READ THE ENCLOSED INSTRUCTIONS FOR COMPLETING THIS BALLOT BEFORE COMPLETING THIS BALLOT.

THIS BALLOT MUST BE COMPLETED, EXECUTED AND RETURNED SO THAT IT IS ACTUALLY RECEIVED BY THE DEBTORS’ SOLICITATION AGENT ON OR BEFORE MARCH 24, 2021 AT 8:00 P.M. (EASTERN TIME) (THE “VOTING DEADLINE”).

IF YOU VOTE TO ACCEPT THE PLAN, YOU WILL ALSO BE CONSENTING TO THE RELEASE CONTAINED IN SECTION 11.9 OF THE PLAN AND WILL BE IRREVOCABLY BOUND BY SUCH RELEASE.

IF YOU VOTE TO REJECT THE PLAN OR CHOOSE TO ABSTAIN FROM VOTING ON THE PLAN, YOU CAN OPT-IN TO THE RELEASE CONTAINED IN SECTION 11.9 OF THE PLAN BY CHECKING THE “OPT-IN” BOX UNDER ITEM 2 HEREIN.

Garrett Motion Inc. and certain of its affiliated debtors and debtors-in-possession (collectively, the “Debtors”) are soliciting votes with respect to the proposed *Debtors’ Joint Plan*

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.

of Reorganization Under Chapter 11 of the Bankruptcy Code (as may be amended, modified or supplemented, the “Plan”) [D.I. ___] as described in the *Disclosure Statement for the Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code (as may be amended, modified or supplemented, the “Disclosure Statement”)* [D.I. ___].

On [●], 2021, the United States Bankruptcy Court for the Southern District of New York (the “Court”) entered an order approving the Disclosure Statement and authorizing the Debtors to solicit votes on the Plan (the “Solicitation Procedures Order”). The Court’s approval of the Disclosure Statement does not indicate approval of the Plan by the Court.

You are receiving this Ballot because you have been identified as a Holder of a Honeywell Plan Claims in Class 6 as of February 15, 2021 (the “Voting Record Date”). Accordingly, you have a right to vote to accept or reject the Plan.

The Plan can be confirmed by the Court and thereby made binding on you if it is accepted by Holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class who vote on the Plan, and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Court nonetheless may confirm the Plan if it finds the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. **To have your vote counted, you must complete, sign and return this Ballot to Kurtzman Carson Consultants LLC (the “Solicitation Agent” or “KCC”), Garrett Motion Ballot Processing Center c/o KCC 222 N. Pacific Coast Highway, Suite 300 El Segundo, California 90245, so that it is received by the Voting Deadline of March 24, 2021 at 8:00 p.m. (Eastern Time). Ballots must be delivered to the Solicitation Agent either (a) at the address listed in the preceding sentence or (b) via the Solicitation Agent’s e-ballot platform by visiting the Solicitation Agent’s website, <http://www.kccllc.net/garrettmotion>, clicking on the “Submit E-Ballot or Opt-In Form” link and following the directions to submit your electronic Ballot. Holders are encouraged to submit their Ballots via the e-ballot platform. If you choose to submit your Ballot via the e-ballot platform you should NOT submit your hard copy Ballot as well. Please choose only one form of return of your Ballot.**

This Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect to the Plan. **If you believe you have received this Ballot in error, or if you believe that you have received the wrong Ballot, please contact the Debtors’ Solicitation Agent immediately at:**

Garrett Motion Ballot Processing Center
c/o Kurtzman Carson Consultants LLC
222 N. Pacific Coast Highway, Suite 300
El Segundo, California 90245

Telephone:

(866) 812-2297 (U.S. toll-free)
+800 3742 6170 (international toll-free)

(781) 575-4050 (U.S. Local (Toll) number)

Email: GarrettInfo@kccllc.com

IMPORTANT NOTICE

You should carefully review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim. Your Claim has been placed in Class 6—Honeywell Plan Claims—under the Plan. If you hold Claims in more than one Class, you will receive a Ballot for each Class in which you are entitled to vote.

If your vote is not received by the Debtors' Solicitation Agent, Kurtzman Carson Consultants LLC, on or before the Voting Deadline and such deadline is not extended, your vote will not be counted as either an acceptance or rejection of the Plan.

VOTING DEADLINE: MARCH 24, 2021 AT 8:00 P.M. (EASTERN TIME).

Ballots will not be accepted by facsimile transmission, electronic mail or other electronic means of transmission (except via the Solicitation Agent's e-ballot platform).

If the Plan is confirmed by the Court, it will be binding on you whether or not you vote.

**NOTICE REGARDING CERTAIN RELEASE,
EXCULPATION AND INJUNCTION PROVISIONS IN PLAN**

PLEASE BE ADVISED THAT THE PLAN CONTAINS CERTAIN RELEASE, EXCULPATION AND INJUNCTION PROVISIONS, INCLUDING:

Releases

Section 11.7 of the Plan contains the following Debtor Release

For good and valuable consideration, including the service of the Released Parties to facilitate the administration of the Chapter 11 Cases and the implementation of the transactions contemplated by the Plan, on and after the Effective Date, the Released Parties shall be released and discharged by the Debtors, the Reorganized Debtors and the Estates, including any successor and assign to the Debtors, Reorganized Debtors or any Estate representative, from all claims, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, including any derivative claims asserted or assertable on behalf of a Debtor or Reorganized Debtor, and its successors, assigns and representatives, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, contingent or fixed, existing or hereafter arising, in law, at equity or otherwise, whether for indemnification, tort, contract, violations of federal or state securities laws, or otherwise, including, those that any of the Debtors, the Reorganized Debtors or the Estates would have been legally entitled to assert in their own right

(whether individually or collectively) or on behalf of the Holder of any Claim or Interest or any other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Reorganized Debtors, the Estates, the conduct of the businesses of the Debtors, these Chapter 11 Cases, the purchase, sale or rescission of the purchase or sale of any Security of the Debtors or Reorganized Debtors, the release or discharge of any mortgage, lien or security interest, the distribution of proceeds, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the administration of Claims and Interests prior to or during these Chapter 11 Cases, the negotiation, formulation or preparation of the Plan, the Plan Supplement, the Disclosure Statement or, in each case, related agreements, instruments or other documents, any action or omission with respect to intercompany claims and intercompany settlements, any action or omission as an officer, director, agent, representative, fiduciary, controlling person, member, manager, affiliate or responsible party, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date of the Plan, other than claims or liabilities arising out of or relating to any act or omission of a Released Party to the extent such act or omission is determined by a final order in a court of competent jurisdiction to have constituted gross negligence, willful misconduct, actual fraud, or a criminal act.

Section 11.8 of the Plan contains the following Exculpation

Notwithstanding anything in the Plan to the contrary, as of the Effective Date, the Debtors and their directors, officers, employees, attorneys, investment bankers, financial advisors, restructuring advisors, and other professional advisors, representatives and agents will be deemed to have solicited acceptances of this Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including section 1125(e) of the Bankruptcy Code and any applicable non-bankruptcy law, rule or regulation governing the adequacy of disclosure in connection with the solicitation.

The Exculpated Parties shall neither have nor incur any liability arising on or after the petition date to any entity for any act or omission in connection with these Chapter 11 Cases, including (i) the operation of the Debtors' businesses during the pendency of these Chapter 11 Cases, (ii) the administration of Claims and Interests during these Chapter 11 Cases, (iii) formulating, negotiating, preparing, disseminating, implementing, administering, confirming and/or effecting the disclosure statement, the Plan, the plan supplement, and any related contract, instrument, release, or other agreement or document created or entered into in connection therewith (including the solicitation of votes for the Plan and other actions taken in furtherance of confirmation and consummation of the Plan), (iv) the offer and issuance of any securities under or in connection with the Plan, or (v) the administration and adjudication of Claims, other than liability resulting from any act or omission that is determined by final order in a court of competent jurisdiction to have constituted gross negligence, willful misconduct, actual fraud or a criminal act.

Section 11.9 of the Plan contains the following Third Party Release

For good and valuable consideration, including the service of the Released Parties to facilitate the administration of the Chapter 11 Cases, the implementation of the orderly liquidation contemplated by the Plan, and the release of mortgages, liens, and security interests on property of the Estates, the distribution of proceeds, on and after the Effective Date, to the fullest extent permitted by applicable law, the Releasing Parties (regardless of whether a Releasing Party is a Released Party) shall be deemed to conclusively, absolutely, unconditionally, irrevocably, and forever release, waive and discharge the Released Parties of any and all claims, obligations, rights, suits, damages, causes of action, remedies and liabilities whatsoever, including any derivative claims asserted or assertable on behalf of a Debtor, Reorganized Debtor or Estate, and its successors, assigns and representatives, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, contingent or fixed, existing or hereafter arising, in law, at equity or otherwise, whether for indemnification, tort, contract, violations of federal or state securities laws or otherwise, including, those that any of the Debtors, the Reorganized Debtors or the Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or any other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Reorganized Debtors, the Estates, the conduct of the businesses of the Debtors, these Chapter 11 Cases, the purchase, sale or rescission of the purchase or sale of any security of the Debtors or Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the administration of Claims and Interests prior to or during these Chapter 11 Cases, the negotiation, formulation or preparation of the Plan, the Plan Supplement, the Disclosure Statement or, in each case, related agreements, instruments or other documents, any action or omission with respect to intercompany claims or intercompany settlements, any action or omission as an officer, director, agent, representative, fiduciary, controlling person, member, manager, affiliate or responsible party, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date of the Plan, other than claims or liabilities arising out of or relating to any act or omission of a Released Party to the extent such act or omission is determined by a final order in a court of competent jurisdiction to have constituted gross negligence, willful misconduct, actual fraud or a criminal act.

Section 11.10 of the Plan contains the following Injunction

Except as otherwise specifically provided in the Plan or the Confirmation Order, all Persons or Entities who have held, hold or may hold (i) Claims or Interests that arose prior to the Effective Date, (ii) Causes of Action that have been released pursuant to Sections 11.7 and 11.9 of the Plan or are subject to exculpation pursuant to Section 11.8 of the Plan (but only to the extent of the exculpation provided in Section 11.8 of the Plan), or (iii) Claims, Interests or Causes of Action that are otherwise discharged, satisfied, stayed, or terminated pursuant to the terms of the Plan and all other parties-in-interest seeking to enforce such Claims, Interests or Causes of Action are permanently enjoined, from and after the Effective Date, from (a) commencing or continuing in any manner any action or

other proceeding of any kind with respect to any such Claim (including a section 510(b) Claim) against or Interest in the Debtors or the Reorganized Debtors, or property of any Debtors or Reorganized Debtors, other than to enforce any right to a distribution pursuant to the Plan, (b) the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree or order against the Debtors or Reorganized Debtors or property of any Debtors or Reorganized Debtors with respect to any such Claim or Interest, other than to enforce any right to a distribution pursuant to the Plan, (c) creating, perfecting or enforcing any Lien or encumbrance of any kind against the Debtors or the Reorganized Debtors, or against the property or interests in property of the Debtors or the Reorganized Debtors with respect to any such Claim or Interest, other than to enforce any right to a distribution pursuant to the Plan, or (d) asserting any right of setoff (except for setoffs exercised prepetition) or subrogation of any kind against any obligation due from the Debtors or the Reorganized Debtors, or against the property or interests in property of the Debtors or the Reorganized Debtors, with respect to any such Claim or Interest. Such injunction shall extend to any successors or assignees of the Debtors or the Reorganized Debtors and their respective properties and interests in properties.

Item 1. Holder of Honeywell Plan Claims.

The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the Holder of Honeywell Plan Claims indicated below. You must check the applicable box in the right-hand column below to “accept” or “reject” the Plan for Class 6 in order to have your vote counted.

Please note that you are voting all of your Claims either to accept or reject the Plan. You may not split your vote. If you do not indicate that you either accept or reject the Plan by checking the applicable box below, your vote will not be counted. If you indicate that you both accept and reject the Plan for your Claims by checking both boxes below, your vote will not be counted.

The Plan, though proposed jointly, constitutes a separate Plan proposed by each Debtor. Accordingly, your vote cast below will be applied in the same manner and in the same amount against each applicable Debtor.

The Holder of Claim votes to (*please check one and only one box*):

Voting Class	Description	Amount of Claims Held as of the Voting Record Date	Vote to Accept or Reject the Plan
6	Honeywell Plan Claims	_____	<input type="checkbox"/> ACCEPT (vote FOR) the Plan <input type="checkbox"/> REJECT (vote AGAINST) the Plan

The preprinted amount of your Claim as set forth above controls for voting purposes only and is without prejudice to your rights or the rights of the Debtors in respect of the amount and classification of your Claim that is ultimately Allowed for purposes of Distribution under the Plan, all of which are expressly reserved.

Item 2. Voluntary Release.

If voting to reject the Plan or abstaining from voting on the Plan, you may opt-in to the release contained in Section 11.9 of the Plan by checking the box below. Otherwise, you will be deemed not to have granted the release.

The Holder of the Class 6 Honeywell Plan Claims set forth in Item 1 elects to:

<input type="checkbox"/> OPT-IN to the voluntary release in Section 11.9 of the Plan

<p>THE PLAN WILL BIND ALL HOLDERS OF CLAIMS AGAINST AND INTERESTS IN THE DEBTORS TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW.</p>

Item 3. Certifications.

By signing this Ballot, the undersigned entity certifies to the Court and the Debtors that:

- (a) as of the Voting Record Date either: (i) the entity is the Holder of the Claims in Class 6 being voted pursuant to this Ballot or (ii) the entity is an authorized signatory for an entity that is the Holder of the Claims in Class 6 being voted;
- (b) the entity has received the Solicitation Package in accordance with the Solicitation Procedures Order and acknowledges that votes on the Plan are being solicited pursuant to the terms and conditions set forth in the Solicitation Procedures Order;
- (c) the entity has cast the same vote with respect to all Claims in Class 6; and
- (d) no other Ballots with respect to the amount of the Claims in Class 6 identified in Item 1 have been cast or, if any other Ballots have been cast with respect to such Claims, then any such earlier received Ballots are hereby revoked.

[SIGNATURE PAGE FOLLOWS]

Name of Holder:	_____
	(Print or type)
Signature:	_____
Name of Signatory:	_____
	(If other than Holder)
Title:	_____
Address:	_____

Phone Number: (optional)	_____
Email (optional):	_____
Date Completed:	_____

**PLEASE COMPLETE, SIGN AND DATE THIS BALLOT AND
RETURN IT PROMPTLY IN THE ENVELOPE PROVIDED OR BY FIRST-CLASS
MAIL, OVERNIGHT COURIER OR HAND DELIVERY TO:**

**Garrett Motion Ballot Processing Center
c/o Kurtzman Carson Consultants LLC
222 N. Pacific Coast Highway, Suite 300
El Segundo, California 90245**

By electronic, online submission:

Please visit <http://www.kccllc.net/garrettmotion>. Click on the “Submit E-Ballot or Opt-In Form” section of the Debtors’ website and follow the directions to submit your electronic Ballot. If you choose to submit your Ballot via the Solicitation Agent’s e-ballot system, you should not also return a hard copy of your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized Ballot:

Unique E-Ballot ID#: _____

PIN#: _____

“E-Balloting” is the sole manner in which this Ballot will be accepted via electronic or online transmission. Ballots submitted by facsimile or email will not be counted. Each E-Ballot ID# is to be used solely for voting only those Claims or Interests described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable.

**THIS BALLOT MUST BE ACTUALLY RECEIVED BY THE DEBTORS’
SOLICITATION AGENT ON OR BEFORE:
MARCH 24, 2021 AT 8:00 P.M. (EASTERN TIME).**

CLASS 6 — HONEYWELL SPIN-OFF CLAIMS

INSTRUCTIONS FOR COMPLETING THIS BALLOT

1. The Debtors are soliciting the votes of Holders of Claims with respect to the Plan attached as Exhibit A to the Disclosure Statement. Capitalized terms used in this Ballot or in these instructions but not otherwise defined therein or herein shall have the meaning set forth in the Plan.
2. The Court may confirm the Plan and thereby bind you. Please review the Disclosure Statement for more information.
3. **To ensure that your vote is counted, you must:** (a) complete this Ballot; (b) clearly indicate your decision either to accept or reject the Plan by checking one of the boxes in Item 1 of this Ballot; (c) indicate your decision whether to opt-in to the release in the box provided in Item 2 of the Ballot; and (d) sign and return this Ballot (i) to the address printed on the enclosed pre-addressed envelope or (ii) via the Solicitation Agent's e-ballot platform by visiting the Solicitation Agent's website, <http://www.kccllc.net/garrettmotion>, clicking on the "Submit E-Ballot or Opt-In Form" link and following the directions to submit your electronic Ballot, so that it is **actually received** by the Debtors' Solicitation Agent on or before the Voting Deadline, which is **March 24, 2021 at 8:00 p.m. (Eastern Time)**. **If you wish to opt-in to the voluntary release in Section 11.9 of the Plan, you must** (a) clearly indicate your decision to do so by checking the box in Item 2 of this Ballot and (b) sign and return this Ballot as noted above on or before the Voting Deadline.
4. If a Ballot is received after the Voting Deadline and if the Voting Deadline is not extended, it will **NOT** be counted. Additionally, the following Ballots will **NOT** be counted:
 - any Ballot that partially rejects and partially accepts the Plan;
 - Ballots sent to the Debtors, the Debtors' agents (other than the Debtors' Solicitation Agent) or the Debtors' financial or legal advisors;
 - Ballots sent by facsimile, email or any other electronic means (other than the Solicitation Agent's e-ballot platform);
 - any Ballot that is illegible or contains insufficient information to identify the Holder of the Claim;
 - any Ballot cast by an entity that does not hold a Claim in a Class entitled to vote on the Plan;
 - any unsigned Ballot; and/or

- any Ballot not marked to accept or reject the Plan or any Ballot marked both to accept and reject the Plan.
5. The method of delivery of Ballots to the Debtors' Solicitation Agent is at the election and risk of each Holder of a Claim. Except as otherwise provided herein, such delivery will be deemed made only when the Debtors' Solicitation Agent **actually receives** the original executed Ballot.
 6. If multiple Ballots are received from the same Holder of a Claim with respect to the same Claim prior to the Voting Deadline, the last Ballot timely received will supersede and revoke any earlier received Ballots.
 7. After the Voting Deadline, no Ballot may be withdrawn or modified without the prior consent of the Debtors.
 8. You must vote the entirety of any Claim to either accept or reject the Plan and may not split your vote for any such Claim.
 9. This Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan. Accordingly, at this time, Holders of Claims should not surrender certificates or instruments representing or evidencing their Claims, and neither the Debtors nor the Debtors' Solicitation Agent will accept delivery of any such certificates or instruments surrendered together with a Ballot.
 10. This Ballot does not constitute and shall not be deemed to be (a) a proof of claim or (b) an assertion or admission with respect to a Claim.
 11. Please be sure to sign and date your Ballot. If you are signing in your capacity as a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Debtors' Solicitation Agent, the Debtors or the Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to this Ballot.
 12. If you hold multiple Claims within the same Class, the Debtors may, in their discretion, aggregate the Claims of any particular holder with multiple Claims within the same Class for the purpose of counting votes.
 13. If you hold Claims in more than one Class under the Plan, you will receive a Ballot for each Class in which you are entitled to vote. Please complete and return each Ballot and Election Form you receive.

PLEASE RETURN YOUR BALLOT PROMPTLY.

**IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT,
THESE VOTING INSTRUCTIONS OR THE PROCEDURES FOR VOTING,
PLEASE CALL THE DEBTORS' SOLICITATION AGENT AT:**

**(866) 812-2297 (U.S. TOLL-FREE)
+800 3742 6170 (INTERNATIONAL TOLL-FREE)
(781) 575-4050 (U.S. LOCAL (TOLL) NUMBER)**

**IF THE DEBTORS' SOLICITATION AGENT DOES NOT ACTUALLY RECEIVE THIS
BALLOT ON OR BEFORE MARCH 24, 2021
AT 8:00 P.M. (EASTERN TIME), YOUR VOTE MAY NOT BE COUNTED.**

EXHIBIT F-5

Existing Common Stock Master Ballot

HOLDERS OF CLASS 9 EXISTING COMMON STOCK THAT VOTE TO ACCEPT THE PLAN CAN EXERCISE THE CASH ELECTION TO RECEIVE CASH IN LIEU OF SUCH NEW PARENT COMMON STOCK, IN WHICH CASE SUCH HOLDER SHALL RECEIVE CASH IN LIEU OF SUCH NEW PARENT COMMON STOCK. IF THE SUM OF: (I) THE LESSER OF (A) THE PRODUCT OF (X) THREE HUNDRED FIFTY MILLION DOLLARS MULTIPLIED BY (Y) THE GMI STOCK ELECTOR PROPORTION AND (B) THE AMOUNT IN DOLLARS THAT IS THE PRODUCT OF (X) THE TOTAL STOCKHOLDER DISTRIBUTION VALUE AS REASONABLY DETERMINED BY THE PLAN ADMINISTRATOR MULTIPLIED BY (Y) THE GMI STOCK ELECTOR PROPORTION; PLUS (II) THE VALUE OF THE RIGHTS OFFERING SHARES SUBSCRIBED FOR IN THE RIGHTS OFFERING; IS LESS THAN ONE HUNDRED FIFTY MILLION DOLLARS, THEN THE PLAN SPONSOR, IN ITS SOLE DISCRETION AND WITHIN FIVE BUSINESS DAYS OF BEING NOTIFIED OF THE RESULTS OF THE CASH ELECTION AND THE RIGHTS OFFERING, MAY ELECT THAT THE GMI STOCK ELECTORS SHALL RECEIVE CASH RATHER THAN REINSTATEMENT OF THEIR EXISTING COMMON STOCK UNDER THE PLAN AND THAT THE RIGHTS OFFERING SHALL BE TERMINATED AND NO RIGHTS OFFERING SHARES SHALL BE ISSUED.

Garrett Motion Inc. and certain of its affiliated debtors and debtors-in-possession (collectively, the “Debtors”) are soliciting votes with respect to the proposed *Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as may be amended, modified or supplemented, the “Plan”) [D.I. ___] as described in the *Disclosure Statement for the Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as may be amended, modified or supplemented, the “Disclosure Statement”) [D.I. ___].

On [●], 2021, the United States Bankruptcy Court for the Southern District of New York (the “Court”) entered an order approving the Disclosure Statement and authorizing the Debtors to solicit votes on the Plan (the “Solicitation Procedures Order”). The Court’s approval of the Disclosure Statement does not indicate approval of the Plan by the Court.

You are receiving this Master Ballot because you have been identified as a Nominee (as defined below) holding Existing Common Stock in Class 9 on behalf of a Beneficial Holder² of as of February 15, 2021 (the “Voting Record Date”).

This Master Ballot is to be used by you as a broker, bank, or other nominee; or as the agent of a broker, bank, or other nominee (each of the foregoing, a “Nominee”); or as the proxy holder of a Nominee for certain Beneficial Holders, to transmit to the Solicitation Agent the votes of such Beneficial Holders in respect of their Interests to accept or reject the Plan.

² A “Beneficial Holder” means a beneficial owner of publicly-traded securities whose Claims or Interests have not been satisfied prior to the Record Date pursuant to Court order or otherwise, as reflected in the records maintained by the Nominees holding through the respective indenture trustee or transfer agent (as applicable).

THE VOTES ON THIS BALLOT FOR CLASS 9 EXISTING COMMON STOCK SHALL BE APPLIED TO EACH DEBTOR WITH CLASS 9 EXISTING COMMON STOCK.

The Plan can be confirmed by the Court if it is accepted by Holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class who vote on the Plan, and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Court nonetheless may confirm the Plan if it finds the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

This Master Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect to the Plan. **If you believe you have received this Master Ballot in error, please contact the Debtors' Solicitation Agent immediately at:**

Garrett Motion Ballot Processing Center
c/o Kurtzman Carson Consultants LLC
222 N. Pacific Coast Highway, Suite 300
El Segundo, California 90245

Telephone:

(866) 812-2297 (U.S. toll-free)
+800 3742 6170 (international toll-free)
(781) 575-4050 (U.S. Local (Toll) number)

Email: GarrettInfo@kccllc.com

You are authorized to collect votes to accept or to reject the Plan from Beneficial Holders in accordance with your customary practices, including the use of a "voting instruction form" in lieu of (or in addition to) a Beneficial Holder Ballot (as defined below), and collecting votes from Beneficial Holders through online voting, by phone, facsimile, or other electronic means.

You should review the Disclosure Statement, the Plan, and the instructions contained herein before you transmit votes. You or the Beneficial Holders of Existing Common Stock for whom you are the Nominee may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of such Claims.

The Court may confirm the Plan and thereby bind all Holders of Claims or Interests. To have the votes of your Beneficial Holders count as either an acceptance or rejection of the Plan, you must complete and return this Master Ballot so that the Solicitation Agent **actually receives it no later than the Voting Deadline of March 24, 2021 at 8:00 p.m. (Eastern Time).**

Beneficial Holders who elect to reject the Plan or abstain from voting may elect to opt-in to the release, exculpation and injunction provisions contained in Section 11.9 of the Plan.

Beneficial Holders who elect to accept the Plan may exercise the Cash Election to receive Cash in lieu of such New Parent Common Stock, in which case such Holder shall receive Cash in lieu of such New Parent Common Stock.

**NOTICE REGARDING CERTAIN RELEASE,
EXCULPATION AND INJUNCTION PROVISIONS IN PLAN**

PLEASE BE ADVISED THAT THE PLAN CONTAINS CERTAIN RELEASE, EXCULPATION AND INJUNCTION PROVISIONS, INCLUDING:

Releases

Section 11.7 of the Plan contains the following Debtor Release

For good and valuable consideration, including the service of the Released Parties to facilitate the administration of the Chapter 11 Cases and the implementation of the transactions contemplated by the Plan, on and after the Effective Date, the Released Parties shall be released and discharged by the Debtors, the Reorganized Debtors and the Estates, including any successor and assign to the Debtors, Reorganized Debtors or any Estate representative, from all claims, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, including any derivative claims asserted or assertable on behalf of a Debtor or Reorganized Debtor, and its successors, assigns and representatives, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, contingent or fixed, existing or hereafter arising, in law, at equity or otherwise, whether for indemnification, tort, contract, violations of federal or state securities laws, or otherwise, including, those that any of the Debtors, the Reorganized Debtors or the Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or any other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Reorganized Debtors, the Estates, the conduct of the businesses of the Debtors, these Chapter 11 Cases, the purchase, sale or rescission of the purchase or sale of any Security of the Debtors or Reorganized Debtors, the release or discharge of any mortgage, lien or security interest, the distribution of proceeds, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the administration of Claims and Interests prior to or during these Chapter 11 Cases, the negotiation, formulation or preparation of the Plan, the Plan Supplement, the Disclosure Statement or, in each case, related agreements, instruments or other documents, any action or omission with respect to intercompany claims and intercompany settlements, any action or omission as an officer, director, agent, representative, fiduciary, controlling person, member, manager, affiliate or responsible party, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date of the Plan, other than claims or liabilities arising out of or relating to any act or

omission of a Released Party to the extent such act or omission is determined by a final order in a court of competent jurisdiction to have constituted gross negligence, willful misconduct, actual fraud, or a criminal act.

Section 11.8 of the Plan contains the following Exculpation

Notwithstanding anything in the Plan to the contrary, as of the Effective Date, the Debtors and their directors, officers, employees, attorneys, investment bankers, financial advisors, restructuring advisors, and other professional advisors, representatives and agents will be deemed to have solicited acceptances of this Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including section 1125(e) of the Bankruptcy Code and any applicable non-bankruptcy law, rule or regulation governing the adequacy of disclosure in connection with the solicitation.

The Exculpated Parties shall neither have nor incur any liability arising on or after the petition date to any entity for any act or omission in connection with these Chapter 11 Cases, including (i) the operation of the Debtors' businesses during the pendency of these Chapter 11 Cases, (ii) the administration of Claims and Interests during these Chapter 11 Cases, (iii) formulating, negotiating, preparing, disseminating, implementing, administering, confirming and/or effecting the disclosure statement, the Plan, the plan supplement, and any related contract, instrument, release, or other agreement or document created or entered into in connection therewith (including the solicitation of votes for the Plan and other actions taken in furtherance of confirmation and consummation of the Plan), (iv) the offer and issuance of any securities under or in connection with the Plan, or (v) the administration and adjudication of Claims, other than liability resulting from any act or omission that is determined by final order in a court of competent jurisdiction to have constituted gross negligence, willful misconduct, actual fraud or a criminal act.

Section 11.9 of the Plan contains the following Third Party Release

For good and valuable consideration, including the service of the Released Parties to facilitate the administration of the Chapter 11 Cases, the implementation of the orderly liquidation contemplated by the Plan, and the release of mortgages, liens, and security interests on property of the Estates, the distribution of proceeds, on and after the Effective Date, to the fullest extent permitted by applicable law, the Releasing Parties (regardless of whether a Releasing Party is a Released Party) shall be deemed to conclusively, absolutely, unconditionally, irrevocably, and forever release, waive and discharge the Released Parties of any and all claims, obligations, rights, suits, damages, causes of action, remedies and liabilities whatsoever, including any derivative claims asserted or assertable on behalf of a Debtor, Reorganized Debtor or Estate, and its successors, assigns and representatives, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, contingent or fixed, existing or hereafter arising, in law, at equity or otherwise, whether for indemnification, tort, contract, violations of federal or state securities laws or otherwise, including, those that any of the Debtors, the Reorganized Debtors or the Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or

Interest or any other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Reorganized Debtors, the Estates, the conduct of the businesses of the Debtors, these Chapter 11 Cases, the purchase, sale or rescission of the purchase or sale of any security of the Debtors or Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the administration of Claims and Interests prior to or during these Chapter 11 Cases, the negotiation, formulation or preparation of the Plan, the Plan Supplement, the Disclosure Statement or, in each case, related agreements, instruments or other documents, any action or omission with respect to intercompany claims or intercompany settlements, any action or omission as an officer, director, agent, representative, fiduciary, controlling person, member, manager, affiliate or responsible party, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date of the Plan, other than claims or liabilities arising out of or relating to any act or omission of a Released Party to the extent such act or omission is determined by a final order in a court of competent jurisdiction to have constituted gross negligence, willful misconduct, actual fraud or a criminal act.

Section 11.10 of the Plan contains the following Injunction

Except as otherwise specifically provided in the Plan or the Confirmation Order, all Persons or Entities who have held, hold or may hold (i) Claims or Interests that arose prior to the Effective Date, (ii) Causes of Action that have been released pursuant to Sections 11.7 and 11.9 of the Plan or are subject to exculpation pursuant to Section 11.8 of the Plan (but only to the extent of the exculpation provided in Section 11.8 of the Plan), or (iii) Claims, Interests or Causes of Action that are otherwise discharged, satisfied, stayed, or terminated pursuant to the terms of the Plan and all other parties-in-interest seeking to enforce such Claims, Interests or Causes of Action are permanently enjoined, from and after the Effective Date, from (a) commencing or continuing in any manner any action or other proceeding of any kind with respect to any such Claim (including a section 510(b) Claim) against or Interest in the Debtors or the Reorganized Debtors, or property of any Debtors or Reorganized Debtors, other than to enforce any right to a distribution pursuant to the Plan, (b) the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree or order against the Debtors or Reorganized Debtors or property of any Debtors or Reorganized Debtors with respect to any such Claim or Interest, other than to enforce any right to a distribution pursuant to the Plan, (c) creating, perfecting or enforcing any Lien or encumbrance of any kind against the Debtors or the Reorganized Debtors, or against the property or interests in property of the Debtors or the Reorganized Debtors with respect to any such Claim or Interest, other than to enforce any right to a distribution pursuant to the Plan, or (d) asserting any right of setoff (except for setoffs exercised prepetition) or subrogation of any kind against any obligation due from the Debtors or the Reorganized Debtors, or against the property or interests in property of the Debtors or the Reorganized Debtors, with respect to any such Claim or Interest. Such injunction shall extend to any successors or assignees of the Debtors or the Reorganized Debtors and their respective properties and interests in properties.

Item 1. Certification of Authority to Vote.

The undersigned certifies that, as of the Voting Record Date, the undersigned (please check the applicable box):

- Is a broker, bank, or other nominee for the Beneficial Holders of the aggregate number of shares of the Class 9 Existing Common Stock listed in Item 2 below, and is the record holder of such common stock; or
- Is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a broker, bank, or other nominee that is the registered holder of the aggregate number of shares of the Class 9 Existing Common Stock listed in Item 2; or
- Has been granted a proxy (an original of which is attached hereto) from a broker, bank, or other nominee, or a beneficial owner, that is the registered holder of the aggregate number of shares of the Class 9 Existing Common Stock listed in Item 2 below;

and accordingly has full power and authority to vote to accept or reject the Plan, on behalf of the Beneficial Holders of the Existing Common Stock described in Item 2.

Item 2. Interests Vote on Plan.

The undersigned transmits the following votes of Beneficial Holders and certifies that the following Beneficial Holders of such Claims, as identified by their respective customer account numbers set forth below, are the Beneficial Holders of such Interests as of the Voting Record Date and have delivered to the undersigned, as Nominee, properly executed ballots (the “Beneficial Holder Ballots”) casting such votes as indicated and containing instructions for the casting of those votes on their behalf.

Indicate in the appropriate column below the aggregate number of shares voted for each account or attach such information to this Master Ballot in the form of the following table. Please note that each Beneficial Holder must vote all such Beneficial Holder’s Interests to accept or reject the Plan and may not split such vote. Any Beneficial Holder Ballot executed by the Beneficial Holder that does not indicate an acceptance or rejection of the Plan or that indicates both an acceptance and a rejection of the Plan will not be counted.

Beneficial Holders voting to reject the Plan or abstaining from voting on the Plan may opt-in to the release contained in Section 11.9 of the Plan by checking the “opt-in” box in their Beneficial Holder Ballot. Indicate in the appropriate column below whether each Holder that is voting to reject the Plan or abstaining from voting on the Plan has opted in to the release contained in Section 11.9 of the Plan.

Beneficial Holders voting to accept the Plan may exercise the Cash Election to receive Cash in lieu of such New Parent Common Stock, in which case such Holder shall receive Cash in lieu of such New Parent Common Stock. Such Beneficial Holders may exercise all or none of the Cash Election and may not make a partial election to receive cash in lieu of New

Parent Common Stock. If any Beneficial Holder partially exercises the Cash Election, such Beneficial Holder will be deemed to have not made the election.

The shares held by those Beneficial Holders exercising the Cash Election are to be tendered into the account established by the Depository Trust Company (“DTC”) for such purposes. Input the corresponding VOI number received from DTC in the appropriate column in the table below if the Beneficial Holder has exercised the Cash Election. Existing Common Stock may not be withdrawn from the account once tendered. No further trading will be permitted in Existing Common Stock held in the account at DTC. If the Plan is not confirmed, DTC will, in accordance with its customary practices and procedures, return all Existing Common Stock held in the account to the applicable Nominee for credit to the account of the applicable Beneficial Holder.

Your Customer Account Number for Each Beneficial Holder Who Voted in this Plan Class	Number of Shares Held as of Voting Record Date	<u>Item 2.A</u> Indicate the vote cast on the Beneficial Holder Ballot by checking the appropriate box below.			<u>Item 2.B</u> Check the box below if the Beneficial Holder checked the box in Item 2 of their Ballot	<u>Item 2.C</u> Check the box and input VOI number below if the Beneficial Holder checked the box in Item 3 of their Ballots	
		Accept the Plan	or	Reject the Plan	Opt-In to the Third Party Release	Cash Election	VOI Number
1		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		
2		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		
3		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		
4		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		
5		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		
6		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		
TOTALS							

Item 3. Certifications.

By signing this Master Ballot, the undersigned certifies to the Court and the Debtors that:

- (a) it has received a copy of the Master Ballot, the Beneficial Holder Ballots and the remainder of the Solicitation Package and has delivered the same to the Beneficial Holders of Existing Common Stock listed in Item 2 of this Master Ballot above;
- (b) it has received a completed and signed Beneficial Holder Ballot (or other accepted and customary method of communicating a vote) from each Beneficial Holder listed in Item 2 above;

- (c) it is the Nominee of all the Existing Common Stock in Item 2 above being voted, or it has been authorized by each Beneficial Holder of the Existing Common Stock listed in Item 2 above to vote on the Plan;
- (d) no other Master Ballots with respect to the Existing Common Stock identified in Item 2 have been cast or, if any other Master Ballots have been cast with respect to such Claims, then any such earlier received Master Ballots are hereby revoked;
- (e) it has properly disclosed: (i) the number of Beneficial Holders of Existing Common Stock who completed the Beneficial Holder Ballots; (ii) the respective number of shares of the Existing Common Stock owned, as the case may be, by each Beneficial Holder of the Existing Common Stock who completed a Beneficial Holder Ballot; (iii) each such Beneficial Holder's respective vote concerning the Plan and (iv) the customer account or other identification number for each such Beneficial Holder; and
- (f) it will maintain Beneficial Holder Ballots and evidence of separate transactions returned by Beneficial Holders of Existing Common Stock (whether properly completed or defective) for at least one year after the Effective Date of the Plan and disclose all such information to the Court or the Debtors, if so ordered.

[SIGNATURE PAGE FOLLOWS]

Name of Nominee:	_____
	(Print or Type)
DTC Participant Number:	_____
Name of Proxy Holder or Agent for Nominee (if applicable):	_____
	(Print or Type)
Signature:	_____
Name of Signatory:	_____
Title:	_____
Address	_____

Date Completed:	_____
Email Address:	_____

**PLEASE COMPLETE, SIGN, AND DATE THIS MASTER BALLOT AND RETURN IT
PROMPTLY VIA FIRST CLASS MAIL, OVERNIGHT COURIER, HAND DELIVERY,
OR VIA ELECTRONIC MAIL SERVICE TO:**

**GARRETT MOTION BALLOT PROCESSING CENTER
C/O KURTZMAN CARSON CONSULTANTS LLC
222 N. PACIFIC COAST HIGHWAY, SUITE 300
EL SEGUNDO, CALIFORNIA 90245
EMAIL: GARRETTINFO@KCCLLC.COM**

**THIS MASTER BALLOT MUST BE ACTUALLY RECEIVED BY THE DEBTORS'
SOLICITATION AGENT ON OR BEFORE:
THE VOTING DEADLINE OF MARCH 24, 2021 AT 8:00 P.M. (EASTERN TIME).**

CLASS 9 – EXISTING COMMON STOCK

INSTRUCTIONS FOR COMPLETING THIS MASTER BALLOT

1. The Debtors are soliciting the votes of Holders of Claims with respect to the Plan attached as Exhibit A to the Disclosure Statement. Capitalized terms used in this Ballot or in these instructions but not otherwise defined therein or herein shall have the meaning set forth in the Plan.
2. The Court may confirm the Plan and thereby bind Beneficial Holders of Existing Common Stock. Please review the Disclosure Statement for more information.
3. You should immediately distribute the Beneficial Holder Ballots and the Solicitation Package to all Beneficial Holders and take any action required to enable each such Beneficial Holder to vote timely the Existing Common Stock that it holds. You may distribute the Solicitation Packages to Beneficial Holders, as appropriate, in accordance with your customary practices. You are authorized to collect votes to accept or to reject the Plan from Beneficial Holders in accordance with your customary practices, including the use of a “voting instruction form” in lieu of (or in addition to) a Beneficial Holder Ballot, and collecting votes from Beneficial Holders through online voting, by phone, facsimile, or other electronic means. Any Beneficial Holder Ballot returned to you by a Beneficial Holder of Existing Common Stock shall not be counted for purposes of accepting or rejecting the Plan until you properly complete and deliver, to the Solicitation Agent, a Master Ballot that reflects the vote of such Beneficial Holders by **the Voting Deadline of March 24, 2021 at 8:00 p.m. (Eastern Time)**, or otherwise validate the Master Ballot in a manner acceptable to the Solicitation Agent.
4. If you are transmitting the votes of any Beneficial Holder of Existing Common Stock other than yourself, you may either:
 - (a) “Pre-validate” the individual Beneficial Holder Ballot contained in the Solicitation Package and then forward the Solicitation Package to the Beneficial Holder of Existing Common Stock for voting within five business days after the receipt by such Nominee of the Solicitation Package, with the Beneficial Holder then returning the individual Beneficial Holder Ballot directly to the Solicitation Agent in the return envelope to be provided in the Solicitation Package. A Nominee “pre-validates” a Beneficial Holder’s Ballot by signing the Beneficial Holder Ballot and including their DTC participant number; indicating the account number of the Beneficial Holder and the number of shares of Existing Common Stock held by the Nominee for such Beneficial Holder accompanied by a medallion guarantee stamp certifying the Beneficial Holder’s position as of the Voting Record Date; and then forwarding the Beneficial Holder Ballot together with the Solicitation Package to the Beneficial Holder. The Beneficial Holder then completes the remaining information requested on the Beneficial Holder

Ballot and returns the Beneficial Holder Ballot directly to the Solicitation Agent. A list of the Beneficial Holders to whom “pre-validated” Beneficial Holder Ballots were delivered should be maintained by Nominees for inspection for at least one year from the Effective Date; or

- (b) Within five business days after receipt by such Nominee of the Solicitation Package, forward the Solicitation Package to the Beneficial Holder of Existing Common Stock for voting along with a return envelope provided by and addressed to the Nominee, with the Beneficial Holder then returning the individual Beneficial Holder Ballot to the Nominee. In such case, the Nominee will tabulate the votes of its respective owners on a Master Ballot that will be provided to the Nominee separately by the Solicitation Agent, in accordance with any instructions set forth in the instructions to the Master Ballot, and then return the Master Ballot to the Solicitation Agent. The Nominee should advise the Beneficial Holder to return their individual Beneficial Holder Ballots (or otherwise transmit their vote) to the Nominee by a date calculated by the Nominee to allow it to prepare and return the Master Ballot to the Solicitation Agent so that the Master Ballot is actually received by the Solicitation Agent on or before the Voting Deadline.
5. With regard to any Beneficial Holder Ballots returned to you by a Beneficial Holder, you must: (a) compile and validate the votes and other relevant information of each such Beneficial Holder on the Master Ballot using the customer name or account number assigned by you to each such Beneficial Holder; (b) execute the Master Ballot; (c) transmit such Master Ballot to the Solicitation Agent by the Voting Deadline; and (d) retain such Beneficial Holder Ballots from Beneficial Holders, whether in hard copy or by electronic direction, in your files for a period of one year after the Effective Date of the Plan. You may be ordered to produce the Beneficial Holder Ballots (or evidence of the vote transmitted to you) to the Debtors or the Court.
6. If a Master Ballot is received after the Voting Deadline and if the Voting Deadline is not extended, it will **NOT** be counted. Additionally, the following Master Ballots will **NOT** be counted:
- any Master Ballot that is illegible or contains insufficient information to identify the Holder of the Claim;
 - any Master Ballot cast by an entity that does not hold Class 9 Existing Common Stock as of the Voting Record Date;
 - any Master Ballot sent to the Debtors, the Debtors’ agents (other than the Debtors’ Solicitation Agent) or to the Debtors’ financial or legal advisors;
 - any Master Ballot sent by facsimile or any electronic means other than electronic mail;

- any unsigned Master Ballot (for the avoidance of doubt, Master Ballots validly submitted via electronic mail will be deemed signed);
 - any Master Ballot that does not contain an original signature; provided that any Master Ballot submitted via electronic mail shall be deemed to contain an original signature;
 - any Master Ballot not marked to accept or reject the Plan or any Master Ballot marked both to accept and reject the Plan; and/or
 - any Master Ballot submitted by any party not entitled to cast a vote with respect to the Plan.
7. The method of delivery of Master Ballots to the Debtors' Solicitation Agent is at the election and risk of each Nominee. Except as otherwise provided herein, such delivery will be deemed made only when the Debtors' Solicitation Agent **actually receives** the original executed Master Ballot.
 8. If multiple Master Ballots are received from the same Nominee with respect to the same Claims prior to the Voting Deadline, the last Master Ballot timely received will supersede and revoke any earlier received Master Ballots.
 9. After the Voting Deadline, no Master Ballot may be withdrawn or modified without the prior consent of the Debtors.
 10. If you are both the Nominee and the Beneficial Holder of any of the Existing Common Stock indicated on the Master Ballot or Beneficial Holder Ballot, as applicable, and you wish to vote such Claims, you may return a Beneficial Holder Ballot or Master Ballot for such Claims and you must vote all of your Claims in the same Class to either accept or reject the Plan and may not split your vote. Accordingly, a Beneficial Holder Ballot, other than a Master Ballot with the votes of multiple Beneficial Holders that partially rejects and partially accepts the Plan will not be counted.
 11. Beneficial Holders that vote to accept the Plan may exercise all or none of the Cash Election and may not make a partial election to receive cash in lieu of New Parent Common Stock. If a Beneficial Holder of any of the Existing Common Stock partially exercises the Cash Election in Item 3 of the Beneficial Holder Ballot, such Beneficial Holder will be deemed to have not made the election. Accordingly, you should record in Item 2 of the Master Ballot that such Beneficial Holder did not exercise the Cash Election.
 12. This Master Ballot does not constitute, and shall not be deemed to be (a) a proof of claim or (b) an assertion or admission with respect to a Claim.
 13. Please be sure to sign and date the Master Ballot. You should indicate that you are signing in your capacity as a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or otherwise acting in a fiduciary or representative capacity, and, if required or requested by the Debtors' Solicitation Agent, the Debtors or the Court, you

must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to this Master Ballot.

14. This Master Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan. Accordingly, at this time, Nominees should not surrender certificates or instruments representing or evidencing their Claims, and neither the Debtors nor the Debtors' Solicitation Agent will accept delivery of any such certificates or instruments surrendered together with a Ballot.
15. The following additional rules shall apply to Master Ballots:
 - (a) Votes cast by Beneficial Holders through a Nominee will be applied against the positions held by such entities in the Claims as of the Voting Record Date, as evidenced by the record and depository listings;
 - (b) Votes submitted by a Nominee, whether pursuant to a Master Ballot or pre-validated Beneficial Holder Ballots, will not be counted in excess of the record amount of the Claims held by such Nominee;
 - (c) To the extent that conflicting votes or "over-votes" are submitted by a Nominee, whether pursuant to a Master Ballot or pre-validated Beneficial Holder Ballots, the Solicitation Agent will attempt to reconcile discrepancies with the Nominee;
 - (d) To the extent that over-votes on a Master Ballot or pre-validated Beneficial Holder Ballots are not reconcilable prior to the preparation of the vote certification, the Solicitation Agent will apply the votes to accept and reject the Plan in the same proportion as the votes to accept and reject the Plan submitted on the Master Ballot or pre-validated Beneficial Holder Ballots that contained the over-vote, but only to the extent of the Nominee's position in the Claims; and
 - (e) For purposes of tabulating votes, each holder holding through a particular account will be deemed to have voted the number of shares relating to its holding in that particular account, although the Solicitation Agent may be asked to adjust such number of shares to reflect the Claim amount.

PLEASE RETURN YOUR BALLOT PROMPTLY.

**IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT,
THESE VOTING INSTRUCTIONS OR THE PROCEDURES FOR VOTING,
PLEASE CALL THE DEBTORS' SOLICITATION AGENT AT:**

**(866) 812-2297 (U.S. toll-free)
+800 3742 6170 (international toll-free)
(781) 575-4050 (U.S. Local (Toll) number).**

**IF THE DEBTORS' SOLICITATION AGENT DOES NOT ACTUALLY RECEIVE THIS
BALLOT ON OR BEFORE MARCH 24, 2021 AT 8:00 P.M.
(EASTERN TIME), YOUR BALLOT WILL NOT BE COUNTED.**

EXHIBIT F-6

Existing Common Stock Beneficial Ballot

IF YOU VOTE TO ACCEPT THE PLAN, YOU WILL ALSO BE CONSENTING TO THE RELEASE CONTAINED IN SECTION 11.9 OF THE PLAN AND WILL BE IRREVOCABLY BOUND BY SUCH RELEASE.

IF YOU VOTE TO REJECT THE PLAN OR CHOOSE TO ABSTAIN FROM VOTING ON THE PLAN, YOU CAN OPT-IN TO THE RELEASE CONTAINED IN SECTION 11.9 OF THE PLAN BY CHECKING THE “OPT-IN” BOX UNDER ITEM 2 HEREIN.

IF YOU VOTE TO ACCEPT THE PLAN, YOU CAN EXERCISE THE CASH ELECTION TO RECEIVE CASH IN LIEU OF SUCH NEW PARENT COMMON STOCK, IN WHICH CASE YOU SHALL RECEIVE CASH IN LIEU OF SUCH NEW PARENT COMMON STOCK. IF THE SUM OF: (I) THE LESSER OF (A) THE PRODUCT OF (X) THREE HUNDRED FIFTY MILLION DOLLARS MULTIPLIED BY (Y) THE GMI STOCK ELECTOR PROPORTION AND (B) THE AMOUNT IN DOLLARS THAT IS THE PRODUCT OF (X) THE TOTAL STOCKHOLDER DISTRIBUTION VALUE AS REASONABLY DETERMINED BY THE PLAN ADMINISTRATOR MULTIPLIED BY (Y) THE GMI STOCK ELECTOR PROPORTION; PLUS (II) THE VALUE OF THE RIGHTS OFFERING SHARES SUBSCRIBED FOR IN THE RIGHTS OFFERING; IS LESS THAN ONE HUNDRED FIFTY MILLION DOLLARS, THEN THE PLAN SPONSOR, IN ITS SOLE DISCRETION AND WITHIN FIVE BUSINESS DAYS OF BEING NOTIFIED OF THE RESULTS OF THE CASH ELECTION AND THE RIGHTS OFFERING, MAY ELECT THAT THE GMI STOCK ELECTORS SHALL RECEIVE CASH RATHER THAN REINSTATEMENT OF THEIR EXISTING COMMON STOCK UNDER THE PLAN AND THAT THE RIGHTS OFFERING SHALL BE TERMINATED AND NO RIGHTS OFFERING SHARES SHALL BE ISSUED.

Garrett Motion Inc. and certain of its affiliated debtors and debtors-in-possession (collectively, the “Debtors”) are soliciting votes with respect to the proposed *Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as may be amended, modified or supplemented, the “Plan”) [D.I. ___] as described in the *Disclosure Statement for the Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as may be amended, modified or supplemented, the “Disclosure Statement”) [D.I. ___].

On [●], 2021, the United States Bankruptcy Court for the Southern District of New York (the “Court”) entered an order approving the Disclosure Statement and authorizing the Debtors to solicit votes on the Plan (the “Solicitation Procedures Order”). The Court’s approval of the Disclosure Statement does not indicate approval of the Plan by the Court.

You are receiving this Ballot for Beneficial Holders² (this “Beneficial Holder Ballot”) because you have been identified as a Beneficial Holder of Existing Common Stock in Class 9 as of February 15, 2021 (the “Voting Record Date”). Accordingly, you have a right to vote to accept or reject the Plan. **Those who elect to reject the Plan or abstain from voting may also elect to opt-in to the release, exculpation and injunction provisions contained in Section 11.9 of the Plan.**

You can cast your vote through this Beneficial Holder Ballot and return it to your broker, bank, or other nominee, or the agent of a broker, bank, or other nominee (each of the foregoing, a “Nominee”), in accordance with the instructions provided by your Nominee, who will then submit a master ballot (the “Master Ballot”) on behalf of the Beneficial Holder.

The Plan can be confirmed by the Court and thereby made binding on you if it is accepted by Holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class who vote on the Plan, and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Court nonetheless may confirm the Plan if it finds the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

This Beneficial Holder Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect to the Plan. **If you believe you have received this Beneficial Holder Ballot in error, or if you believe that you have received the wrong Ballot, please contact the Debtors’ Solicitation Agent immediately at:**

Garrett Motion Ballot Processing Center
c/o Kurtzman Carson Consultants LLC
222 N. Pacific Coast Highway, Suite 300
El Segundo, California 90245

Telephone:

(866) 812-2297 (U.S. toll-free)
+800 3742 6170 (international toll-free)
(781) 575-4050 (U.S. Local (Toll) number)

Email: GarrettInfo@kccllc.com

² A “Beneficial Holder” means a beneficial owner of publicly-traded securities whose Claims or Interests have not been satisfied prior to the Record Date pursuant to Court order or otherwise, as reflected in the records maintained by the Nominees holding through the respective indenture trustee or transfer agent (as applicable).

IMPORTANT NOTICE

You should carefully review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim. Your Claim has been placed in Class 9—Existing Common Stock—under the Plan. If you hold Claims in more than one Class, you will receive a Ballot for each Class in which you are entitled to vote.

In order for your vote to count, your Nominee must receive this Beneficial Holder Ballot in sufficient time for your Nominee to include your vote on a Master Ballot that must be *actually received* by the Solicitation Agent **no later than the Voting Deadline of March 24, 2021 at 8:00 p.m. (Eastern Time)**. Please allow sufficient time for your vote to be included on the Master Ballot completed by your Nominee. If a Master Ballot recording your vote is not received by the Voting Deadline, and if the Voting Deadline is not extended, your vote will not count.

If the Plan is confirmed by the Court, it will be binding on you whether or not you vote.

**NOTICE REGARDING CERTAIN RELEASE,
EXCULPATION AND INJUNCTION PROVISIONS IN PLAN**

PLEASE BE ADVISED THAT THE PLAN CONTAINS CERTAIN RELEASE, EXCULPATION AND INJUNCTION PROVISIONS, INCLUDING:

Releases

Section 11.7 of the Plan contains the following Debtor Release

For good and valuable consideration, including the service of the Released Parties to facilitate the administration of the Chapter 11 Cases and the implementation of the transactions contemplated by the Plan, on and after the Effective Date, the Released Parties shall be released and discharged by the Debtors, the Reorganized Debtors and the Estates, including any successor and assign to the Debtors, Reorganized Debtors or any Estate representative, from all claims, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, including any derivative claims asserted or assertable on behalf of a Debtor or Reorganized Debtor, and its successors, assigns and representatives, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, contingent or fixed, existing or hereafter arising, in law, at equity or otherwise, whether for indemnification, tort, contract, violations of federal or state securities laws, or otherwise, including, those that any of the Debtors, the Reorganized Debtors or the Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or any other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Reorganized Debtors, the Estates, the conduct of the businesses of the Debtors, these Chapter 11 Cases, the purchase, sale or rescission of the purchase or sale of any Security of the Debtors or Reorganized Debtors, the release or discharge of any

mortgage, lien or security interest, the distribution of proceeds, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the administration of Claims and Interests prior to or during these Chapter 11 Cases, the negotiation, formulation or preparation of the Plan, the Plan Supplement, the Disclosure Statement or, in each case, related agreements, instruments or other documents, any action or omission with respect to intercompany claims and intercompany settlements, any action or omission as an officer, director, agent, representative, fiduciary, controlling person, member, manager, affiliate or responsible party, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date of the Plan, other than claims or liabilities arising out of or relating to any act or omission of a Released Party to the extent such act or omission is determined by a final order in a court of competent jurisdiction to have constituted gross negligence, willful misconduct, actual fraud, or a criminal act.

Section 11.8 of the Plan contains the following Exculpation

Notwithstanding anything in the Plan to the contrary, as of the Effective Date, the Debtors and their directors, officers, employees, attorneys, investment bankers, financial advisors, restructuring advisors, and other professional advisors, representatives and agents will be deemed to have solicited acceptances of this Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including section 1125(e) of the Bankruptcy Code and any applicable non-bankruptcy law, rule or regulation governing the adequacy of disclosure in connection with the solicitation.

The Exculpated Parties shall neither have nor incur any liability arising on or after the petition date to any entity for any act or omission in connection with these Chapter 11 Cases, including (i) the operation of the Debtors' businesses during the pendency of these Chapter 11 Cases, (ii) the administration of Claims and Interests during these Chapter 11 Cases, (iii) formulating, negotiating, preparing, disseminating, implementing, administering, confirming and/or effecting the disclosure statement, the Plan, the plan supplement, and any related contract, instrument, release, or other agreement or document created or entered into in connection therewith (including the solicitation of votes for the Plan and other actions taken in furtherance of confirmation and consummation of the Plan), (iv) the offer and issuance of any securities under or in connection with the Plan, or (v) the administration and adjudication of Claims, other than liability resulting from any act or omission that is determined by final order in a court of competent jurisdiction to have constituted gross negligence, willful misconduct, actual fraud or a criminal act.

Section 11.9 of the Plan contains the following Third Party Release

For good and valuable consideration, including the service of the Released Parties to facilitate the administration of the Chapter 11 Cases, the implementation of the orderly liquidation contemplated by the Plan, and the release of mortgages, liens, and security interests on property of the Estates, the distribution of proceeds, on and after the Effective Date, to the fullest extent permitted by applicable law, the Releasing Parties

(regardless of whether a Releasing Party is a Released Party) shall be deemed to conclusively, absolutely, unconditionally, irrevocably, and forever release, waive and discharge the Released Parties of any and all claims, obligations, rights, suits, damages, causes of action, remedies and liabilities whatsoever, including any derivative claims asserted or assertable on behalf of a Debtor, Reorganized Debtor or Estate, and its successors, assigns and representatives, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, contingent or fixed, existing or hereafter arising, in law, at equity or otherwise, whether for indemnification, tort, contract, violations of federal or state securities laws or otherwise, including, those that any of the Debtors, the Reorganized Debtors or the Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or any other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Reorganized Debtors, the Estates, the conduct of the businesses of the Debtors, these Chapter 11 Cases, the purchase, sale or rescission of the purchase or sale of any security of the Debtors or Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the administration of Claims and Interests prior to or during these Chapter 11 Cases, the negotiation, formulation or preparation of the Plan, the Plan Supplement, the Disclosure Statement or, in each case, related agreements, instruments or other documents, any action or omission with respect to intercompany claims or intercompany settlements, any action or omission as an officer, director, agent, representative, fiduciary, controlling person, member, manager, affiliate or responsible party, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date of the Plan, other than claims or liabilities arising out of or relating to any act or omission of a Released Party to the extent such act or omission is determined by a final order in a court of competent jurisdiction to have constituted gross negligence, willful misconduct, actual fraud or a criminal act.

Section 11.10 of the Plan contains the following Injunction

Except as otherwise specifically provided in the Plan or the Confirmation Order, all Persons or Entities who have held, hold or may hold (i) Claims or Interests that arose prior to the Effective Date, (ii) Causes of Action that have been released pursuant to Sections 11.7 and 11.9 of the Plan or are subject to exculpation pursuant to Section 11.8 of the Plan (but only to the extent of the exculpation provided in Section 11.8 of the Plan), or (iii) Claims, Interests or Causes of Action that are otherwise discharged, satisfied, stayed, or terminated pursuant to the terms of the Plan and all other parties-in-interest seeking to enforce such Claims, Interests or Causes of Action are permanently enjoined, from and after the Effective Date, from (a) commencing or continuing in any manner any action or other proceeding of any kind with respect to any such Claim (including a section 510(b) Claim) against or Interest in the Debtors or the Reorganized Debtors, or property of any Debtors or Reorganized Debtors, other than to enforce any right to a distribution pursuant to the Plan, (b) the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree or order against the Debtors or Reorganized Debtors or property of any Debtors or Reorganized Debtors with respect to any such Claim or Interest, other than to enforce any right to a distribution pursuant to the Plan,

(c) creating, perfecting or enforcing any Lien or encumbrance of any kind against the Debtors or the Reorganized Debtors, or against the property or interests in property of the Debtors or the Reorganized Debtors with respect to any such Claim or Interest, other than to enforce any right to a distribution pursuant to the Plan, or (d) asserting any right of setoff (except for setoffs exercised prepetition) or subrogation of any kind against any obligation due from the Debtors or the Reorganized Debtors, or against the property or interests in property of the Debtors or the Reorganized Debtors, with respect to any such Claim or Interest. Such injunction shall extend to any successors or assignees of the Debtors or the Reorganized Debtors and their respective properties and interests in properties.

Item 1. Beneficial Holder of Existing Common Stock.

The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the Beneficial Holder of Existing Common Stock indicated below. You must check the applicable box in the right-hand column below to “accept” or “reject” the Plan for Class 9 in order to have your vote counted.

Please note that you are voting all of your Claims to accept or reject the Plan. You may not split your vote. If you do not indicate that you either accept or reject the Plan by checking the applicable box below, your vote will not be counted. If you indicate that you both accept and reject the Plan for your Claims by checking both boxes below, your vote will not be counted.

The Plan, though proposed jointly, constitutes a separate Plan proposed by each Debtor. Accordingly, your vote cast below will be applied in the same manner and in the same amount against each applicable Debtor.

The Holder of Claim votes to (*please check one and only one box*):

Voting Class	Description	Number of Shares Held as of the Voting Record Date	Vote to Accept or Reject the Plan
9	Existing Common Stock	_____	<input type="checkbox"/> ACCEPT (vote FOR) the Plan <input type="checkbox"/> REJECT (vote AGAINST) the Plan

Item 2. Voluntary Release.

If voting to reject the Plan or abstaining from voting on the Plan, you may opt-in to the release contained in Section 11.9 of the Plan by checking the box below. Otherwise, you will be deemed not to have granted the release.

The Holder of the Class 9 Existing Common Stock set forth in Item 1 elects to:

<input type="checkbox"/> <u>OPT-IN</u> to the voluntary release in Section 11.9 of the Plan
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<p>THE PLAN WILL BIND ALL HOLDERS OF CLAIMS AGAINST AND INTERESTS IN THE DEBTORS TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW.</p>

Item 3. Cash Election.

Pursuant to the Plan, each Holder of Existing Common Stock that votes to accept the Plan may, by its election, receive (or cause its affiliated designee to receive) Cash in an amount equal to the cash equivalent of its Allocable Share of New Parent Common Stock.

You may exercise all or none of the Cash Election and may not make a partial election to receive cash in lieu of New Parent Common Stock. If you partially exercise the Cash Election, you will be deemed to have not made the election.

The Nominee holding your Existing Common Stock must tender your shares into the Cash Election account established at The Depository Trust Company ("DTC") to assist in processing the election. Existing Common Stock may not be withdrawn from the Cash Election account after your Nominee has tendered them at DTC. Once Existing Common Stock has been tendered to the Cash Election account, no further trading will be permitted in your Existing Common Stock held in the Cash Election account. If the Plan is not confirmed, DTC will, in accordance with its customary practices and procedures, return all Existing Common Stock held in the Cash Election account to the applicable Nominee for credit to the account of the applicable Beneficial Holder.

<p><input type="checkbox"/> <u>ELECTS</u> to receive Cash in lieu of the recovery you would otherwise receive under the Plan.</p>
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Item 4. Certifications.

By signing this Beneficial Holder Ballot, the undersigned certifies to the Court and the Debtors that:

- (a) as of the Voting Record Date, either: (i) the entity is the Beneficial Holder of the Claims in Class 9 being voted on this Beneficial Holder Ballot or (ii) the entity is an authorized signatory for an entity that is the Beneficial Holder of the Claims in Class 9 being voted on this Beneficial Holder Ballot;
- (b) the entity (or in the case of an authorized signatory, the Beneficial Holder) has received the Solicitation Package in accordance with the Solicitation Procedures and acknowledges that votes on the Plan are being solicited pursuant to the terms and conditions set forth in the Solicitation Procedures Order;
- (c) the entity has cast the same vote with respect to all Claims in a single Class; and
- (d) no other Beneficial Holder Ballots with respect to the amount of the Claims in Class 9 identified in Item 1 have been cast or, if any other Beneficial Holder Ballots have been cast with respect to such Claims, then any such earlier received Beneficial Holder Ballots are hereby revoked.

[SIGNATURE PAGE FOLLOWS]

Name of Holder:	_____
	(Print or type)
Signature:	_____
Name of Signatory:	_____
	(If other than Beneficial Holder)
Title:	_____
Address:	_____

Phone Number: (optional)	_____
Email (optional):	_____
Date Completed:	_____

**PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT
PROMPTLY IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED BY YOUR
NOMINEE.**

**THE MASTER BALLOT SUBMITTED ON YOUR BEHALF WHICH REFLECTS
YOUR VOTE MUST BE ACTUALLY RECEIVED BY THE DEBTORS'
SOLICITATION AGENT ON OR BEFORE:
MARCH 24, 2021 AT 8:00 P.M. (EASTERN TIME).**

CLASS 9 – EXISTING COMMON STOCK

INSTRUCTIONS FOR COMPLETING THIS BENEFICIAL HOLDER BALLOT

1. The Debtors are soliciting the votes of Holders of Claims with respect to the Plan attached as Exhibit A to the Disclosure Statement. Capitalized terms used in this Ballot or in these instructions but not otherwise defined therein or herein shall have the meaning set forth in the Plan.
2. The Court may confirm the Plan and thereby bind you. Please review the Disclosure Statement for more information.
3. Unless otherwise instructed by your Nominee, to ensure that your vote is counted, you must submit your Beneficial Holder Ballot to your Nominee in sufficient time to allow your Nominee to process your vote and submit a Master Ballot so that the Master Ballot is actually received by the Solicitation Agent by the Voting Deadline. You may instruct your Nominee to vote on your behalf in the Master Ballot as follows: (a) complete this Beneficial Holder Ballot; (b) indicate your decision either to accept or reject the Plan by checking one of the boxes provided in Item 1 of this Beneficial Holder Ballot; (c) indicate your decision whether to opt-in to the release in the box provided in Item 2 of this Beneficial Holder Ballot; (d) indicate your decision whether to exercise the Cash Election in Item 3 of this Beneficial Holder Ballot and (e) sign and return this Beneficial Holder Ballot to your Nominee in accordance with the instructions provided by your Nominee. The Voting Deadline for the receipt of Master Ballots by the Solicitation Agent is **March 24, 2021 at 8:00 p.m. (Eastern Time)**. Your completed Beneficial Holder Ballot must be received by your Nominee in sufficient time to permit your Nominee to deliver your votes to the Solicitation Agent on or before the Voting Deadline.
4. The following Beneficial Holder Ballots will **NOT** be counted:
 - any Beneficial Holder Ballot that partially rejects and partially accepts the Plan;
 - any Beneficial Holder Ballot sent to the Debtors, the Debtors' agents (other than the Solicitation Agent and only with respect to a pre-validated Beneficial Holder Ballot) or the Debtors' financial or legal advisors;
 - any Beneficial Holder Ballot returned to a Nominee not in accordance with the Nominee's instructions;
 - any Beneficial Holder Ballot that is illegible or contains insufficient information to identify the Holder of the Claim;
 - any Beneficial Holder Ballot cast by an entity that does not hold Class 9 Existing Common Stock as of the Voting Record Date;

- any Beneficial Holder Ballot submitted by a holder not entitled to vote pursuant to the Plan;
 - any unsigned Beneficial Holder Ballot (except in accordance with the Nominee's instructions);
 - any non-original Beneficial Holder Ballot (except in accordance with the Nominee's instructions); and/or
 - any Beneficial Holder Ballot not marked to accept or reject the Plan or any Beneficial Holder Ballot marked both to accept and reject the Plan.
5. If your Beneficial Holder Ballot is not received by your Nominee in sufficient time to be included on a timely submitted Master Ballot, it will not be counted unless the Debtors determine otherwise. In all cases, Beneficial Holders should allow sufficient time to assure timely delivery of your Beneficial Holder Ballot to your Nominee. No Beneficial Holder Ballot should be sent to any of the Debtors, the Debtors' agents (other than the Solicitation Agent and only with respect to a pre-validated Beneficial Holder Ballot) or the Debtors' financial or legal advisors, and if so sent will not be counted.
 6. If you deliver multiple Beneficial Holder Ballots to your Nominee with respect to the same Claims prior to the Voting Deadline, the last received valid Beneficial Holder Ballot timely received will supersede and revoke any earlier received Beneficial Holder Ballots.
 7. You must vote the entirety of any Claim to either accept or reject the Plan and may **not** split your vote for any such Claim.
 8. If you vote to accept the Plan, you may exercise all or none of the Cash Election in Item 3 of this Beneficial Holder Ballot and may not make a partial election to receive cash in lieu of New Parent Common Stock. If you partially exercise the Cash Election in Item 3 of this Beneficial Holder Ballot, you will be deemed to have not made the election.
 9. This Beneficial Holder Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan. Accordingly, at this time, Holders of Claims should not surrender certificates or instruments representing or evidencing their Claims, and neither the Debtors nor the Debtors' Solicitation Agent will accept delivery of any such certificates or instruments surrendered together with a Ballot.
 10. This Beneficial Holder Ballot does not constitute, and shall not be deemed to be (a) a proof of claim or (b) an assertion or admission with respect to a Claim.
 11. Please be sure to sign and date your Beneficial Holder Ballot. If you are signing a Beneficial Holder Ballot in your capacity as a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Debtors' Solicitation Agent, the Debtors, or the Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition,

please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to this Beneficial Holder Ballot.

12. If you hold multiple Claims within the same Class, the Debtors may, in their discretion, aggregate the Claims of any particular holder with multiple Claims within the same Class for the purpose of counting votes.
13. If you hold Claims in more than one Class under the Plan, you will receive a Ballot for each Class in which you are entitled to vote. Please complete and return each Ballot and Election Form you receive.

PLEASE SUBMIT YOUR BENEFICIAL HOLDER BALLOT PROMPTLY IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED BY YOUR NOMINEE.

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT, THESE VOTING INSTRUCTIONS OR THE PROCEDURES FOR VOTING, PLEASE CONTACT YOUR NOMINEE. IF YOU HAVE GENERAL QUESTIONS ABOUT THE SOLICITATION OF PLAN VOTES OR REQUIRE SOLICITATION MATERIALS, CALL THE DEBTORS' SOLICITATION AGENT AT:

**(866) 812-2297 (U.S. TOLL-FREE)
+800 3742 6170 (INTERNATIONAL TOLL-FREE)
(781) 575-4050 (U.S. LOCAL (TOLL) NUMBER).**

IF THE DEBTORS' SOLICITATION AGENT DOES NOT ACTUALLY RECEIVE THE MASTER BALLOT ON OR BEFORE MARCH 24, 2021 AT 8:00 P.M. (EASTERN TIME), YOUR VOTE TRANSMITTED BY THIS BENEFICIAL HOLDER BALLOT WILL NOT BE COUNTED.

EXHIBIT F-7

Existing Common Stock Registered Holder Ballot

PARENT COMMON STOCK. IF THE SUM OF: (I) THE LESSER OF (A) THE PRODUCT OF (X) THREE HUNDRED FIFTY MILLION DOLLARS MULTIPLIED BY (Y) THE GMI STOCK ELECTOR PROPORTION AND (B) THE AMOUNT IN DOLLARS THAT IS THE PRODUCT OF (X) THE TOTAL STOCKHOLDER DISTRIBUTION VALUE AS REASONABLY DETERMINED BY THE PLAN ADMINISTRATOR MULTIPLIED BY (Y) THE GMI STOCK ELECTOR PROPORTION; PLUS (II) THE VALUE OF THE RIGHTS OFFERING SHARES SUBSCRIBED FOR IN THE RIGHTS OFFERING; IS LESS THAN ONE HUNDRED FIFTY MILLION DOLLARS, THEN THE PLAN SPONSOR, IN ITS SOLE DISCRETION AND WITHIN FIVE BUSINESS DAYS OF BEING NOTIFIED OF THE RESULTS OF THE CASH ELECTION AND THE RIGHTS OFFERING, MAY ELECT THAT THE GMI STOCK ELECTORS SHALL RECEIVE CASH RATHER THAN REINSTATEMENT OF THEIR EXISTING COMMON STOCK UNDER THE PLAN AND THAT THE RIGHTS OFFERING SHALL BE TERMINATED AND NO RIGHTS OFFERING SHARES SHALL BE ISSUED.

Garrett Motion Inc. and certain of its affiliated debtors and debtors-in-possession (collectively, the “Debtors”) are soliciting votes with respect to the proposed *Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as may be amended, modified or supplemented, the “Plan”) [D.I. ___] as described in the *Disclosure Statement for the Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as may be amended, modified or supplemented, the “Disclosure Statement”) [D.I. ___].

On [●], 2021, the United States Bankruptcy Court for the Southern District of New York (the “Court”) entered an order approving the Disclosure Statement and authorizing the Debtors to solicit votes on the Plan (the “Solicitation Procedures Order”). The Court’s approval of the Disclosure Statement does not indicate approval of the Plan by the Court.

You are receiving this Ballot because you have been identified as a Holder of Existing Common Stock in Class 9 as of February 15, 2021 (the “Voting Record Date”). Accordingly, you have a right to vote to accept or reject the Plan.

The Plan can be confirmed by the Court and thereby made binding on you if it is accepted by Holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Court nonetheless may confirm the Plan if it finds the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. **To have your vote counted, you must complete, sign and return this Ballot to Kurtzman Carson Consultants LLC (the “Solicitation Agent” or “KCC”), Garrett Motion Ballot Processing Center c/o KCC 222 N. Pacific Coast Highway, Suite 300 El Segundo, California 90245, so that it is received by the Voting Deadline of March 24, 2021 at 8:00 p.m. (Eastern Time). Ballots must be delivered to the Solicitation Agent either (a) at the address listed in the preceding sentence or (b) via the Solicitation Agent’s e-ballot platform by visiting the Solicitation Agent’s website, <http://www.kccllc.net/garrettmotion>,**

clicking on the “Submit E-Ballot or Opt-In Form” link and following the directions to submit your electronic Ballot. Holders are encouraged to submit their Ballots via the e-ballot platform. If you choose to submit your Ballot via the e-ballot platform you should NOT submit your hard copy Ballot as well. Please choose only one form of return of your Ballot.

This Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect to the Plan. **If you believe you have received this Ballot in error, or if you believe that you have received the wrong Ballot, please contact the Debtors’ Solicitation Agent immediately at:**

Garrett Motion Ballot Processing Center
c/o Kurtzman Carson Consultants LLC
222 N. Pacific Coast Highway, Suite 300
El Segundo, California 90245

Telephone:

(866) 812-2297 (U.S. toll-free)
+800 3742 6170 (international toll-free)
(781) 575-4050 (U.S. Local (Toll) number)

Email: GarrettInfo@kccllc.com

IMPORTANT NOTICE

You should carefully review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan’s classification and treatment of your Claim. Your Claim has been placed in Class 9—Existing Common Stock—under the Plan. If you hold Claims in more than one Class, you will receive a Ballot for each Class in which you are entitled to vote.

If your vote is not received by the Debtors’ Solicitation Agent, Kurtzman Carson Consultants LLC, on or before the Voting Deadline and such deadline is not extended, your vote will not be counted as either an acceptance or rejection of the Plan.

VOTING DEADLINE: MARCH 24, 2021 AT 8:00 P.M. (EASTERN TIME).

Ballots will not be accepted by facsimile transmission, electronic mail or other electronic means of transmission (except via the Solicitation Agent’s e-ballot platform).

If the Plan is confirmed by the Court, it will be binding on you whether or not you vote.

**NOTICE REGARDING CERTAIN RELEASE,
EXCULPATION AND INJUNCTION PROVISIONS IN PLAN**

PLEASE BE ADVISED THAT THE PLAN CONTAINS CERTAIN RELEASE, EXCULPATION AND INJUNCTION PROVISIONS, INCLUDING:

Releases

Section 11.7 of the Plan contains the following Debtor Release

For good and valuable consideration, including the service of the Released Parties to facilitate the administration of the Chapter 11 Cases and the implementation of the transactions contemplated by the Plan, on and after the Effective Date, the Released Parties shall be released and discharged by the Debtors, the Reorganized Debtors and the Estates, including any successor and assign to the Debtors, Reorganized Debtors or any Estate representative, from all claims, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, including any derivative claims asserted or assertable on behalf of a Debtor or Reorganized Debtor, and its successors, assigns and representatives, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, contingent or fixed, existing or hereafter arising, in law, at equity or otherwise, whether for indemnification, tort, contract, violations of federal or state securities laws, or otherwise, including, those that any of the Debtors, the Reorganized Debtors or the Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or any other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Reorganized Debtors, the Estates, the conduct of the businesses of the Debtors, these Chapter 11 Cases, the purchase, sale or rescission of the purchase or sale of any Security of the Debtors or Reorganized Debtors, the release or discharge of any mortgage, lien or security interest, the distribution of proceeds, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the administration of Claims and Interests prior to or during these Chapter 11 Cases, the negotiation, formulation or preparation of the Plan, the Plan Supplement, the Disclosure Statement or, in each case, related agreements, instruments or other documents, any action or omission with respect to intercompany claims and intercompany settlements, any action or omission as an officer, director, agent, representative, fiduciary, controlling person, member, manager, affiliate or responsible party, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date of the Plan, other than claims or liabilities arising out of or relating to any act or omission of a Released Party to the extent such act or omission is determined by a final order in a court of competent jurisdiction to have constituted gross negligence, willful misconduct, actual fraud, or a criminal act.

Section 11.8 of the Plan contains the following Exculpation

Notwithstanding anything in the Plan to the contrary, as of the Effective Date, the Debtors and their directors, officers, employees, attorneys, investment bankers, financial advisors, restructuring advisors, and other professional advisors, representatives and agents will be deemed to have solicited acceptances of this Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including section

1125(e) of the Bankruptcy Code and any applicable non-bankruptcy law, rule or regulation governing the adequacy of disclosure in connection with the solicitation.

The Exculpated Parties shall neither have nor incur any liability arising on or after the petition date to any entity for any act or omission in connection with these Chapter 11 Cases, including (i) the operation of the Debtors' businesses during the pendency of these Chapter 11 Cases, (ii) the administration of Claims and Interests during these Chapter 11 Cases, (iii) formulating, negotiating, preparing, disseminating, implementing, administering, confirming and/or effecting the disclosure statement, the Plan, the plan supplement, and any related contract, instrument, release, or other agreement or document created or entered into in connection therewith (including the solicitation of votes for the Plan and other actions taken in furtherance of confirmation and consummation of the Plan), (iv) the offer and issuance of any securities under or in connection with the Plan, or (v) the administration and adjudication of Claims, other than liability resulting from any act or omission that is determined by final order in a court of competent jurisdiction to have constituted gross negligence, willful misconduct, actual fraud or a criminal act.

Section 11.9 of the Plan contains the following Third Party Release

For good and valuable consideration, including the service of the Released Parties to facilitate the administration of the Chapter 11 Cases, the implementation of the orderly liquidation contemplated by the Plan, and the release of mortgages, liens, and security interests on property of the Estates, the distribution of proceeds, on and after the Effective Date, to the fullest extent permitted by applicable law, the Releasing Parties (regardless of whether a Releasing Party is a Released Party) shall be deemed to conclusively, absolutely, unconditionally, irrevocably, and forever release, waive and discharge the Released Parties of any and all claims, obligations, rights, suits, damages, causes of action, remedies and liabilities whatsoever, including any derivative claims asserted or assertable on behalf of a Debtor, Reorganized Debtor or Estate, and its successors, assigns and representatives, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, contingent or fixed, existing or hereafter arising, in law, at equity or otherwise, whether for indemnification, tort, contract, violations of federal or state securities laws or otherwise, including, those that any of the Debtors, the Reorganized Debtors or the Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or any other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Reorganized Debtors, the Estates, the conduct of the businesses of the Debtors, these Chapter 11 Cases, the purchase, sale or rescission of the purchase or sale of any security of the Debtors or Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the administration of Claims and Interests prior to or during these Chapter 11 Cases, the negotiation, formulation or preparation of the Plan, the Plan Supplement, the Disclosure Statement or, in each case, related agreements, instruments or other documents, any action or omission with respect to intercompany claims or intercompany settlements, any action or omission as an officer, director, agent, representative, fiduciary, controlling person, member, manager, affiliate or responsible party, or upon any other act or omission,

transaction, agreement, event, or other occurrence taking place on or before the Effective Date of the Plan, other than claims or liabilities arising out of or relating to any act or omission of a Released Party to the extent such act or omission is determined by a final order in a court of competent jurisdiction to have constituted gross negligence, willful misconduct, actual fraud or a criminal act.

Section 11.10 of the Plan contains the following Injunction

Except as otherwise specifically provided in the Plan or the Confirmation Order, all Persons or Entities who have held, hold or may hold (i) Claims or Interests that arose prior to the Effective Date, (ii) Causes of Action that have been released pursuant to Sections 11.7 and 11.9 of the Plan or are subject to exculpation pursuant to Section 11.8 of the Plan (but only to the extent of the exculpation provided in Section 11.8 of the Plan), or (iii) Claims, Interests or Causes of Action that are otherwise discharged, satisfied, stayed, or terminated pursuant to the terms of the Plan and all other parties-in-interest seeking to enforce such Claims, Interests or Causes of Action are permanently enjoined, from and after the Effective Date, from (a) commencing or continuing in any manner any action or other proceeding of any kind with respect to any such Claim (including a section 510(b) Claim) against or Interest in the Debtors or the Reorganized Debtors, or property of any Debtors or Reorganized Debtors, other than to enforce any right to a distribution pursuant to the Plan, (b) the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree or order against the Debtors or Reorganized Debtors or property of any Debtors or Reorganized Debtors with respect to any such Claim or Interest, other than to enforce any right to a distribution pursuant to the Plan, (c) creating, perfecting or enforcing any Lien or encumbrance of any kind against the Debtors or the Reorganized Debtors, or against the property or interests in property of the Debtors or the Reorganized Debtors with respect to any such Claim or Interest, other than to enforce any right to a distribution pursuant to the Plan, or (d) asserting any right of setoff (except for setoffs exercised prepetition) or subrogation of any kind against any obligation due from the Debtors or the Reorganized Debtors, or against the property or interests in property of the Debtors or the Reorganized Debtors, with respect to any such Claim or Interest. Such injunction shall extend to any successors or assignees of the Debtors or the Reorganized Debtors and their respective properties and interests in properties.

Item 1. Holder of Existing Common Stock.

The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the Holder of Existing Common Stock indicated below. You must check the applicable box in the right-hand column below to “accept” or “reject” the Plan for Class 9 in order to have your vote counted.

Please note that you are voting all of your Claims either to accept or reject the Plan. You may not split your vote. If you do not indicate that you either accept or reject the Plan by checking the applicable box below, your vote will not be counted. If you indicate that you both accept and reject the Plan for your Claims by checking both boxes below, your vote will not be counted.

The Plan, though proposed jointly, constitutes a separate Plan proposed by each Debtor. Accordingly, your vote cast below will be applied in the same manner and in the same amount against each applicable Debtor.

The Holder of Claim votes to (*please check one and only one box*):

Voting Class	Description	Number of Shares Held as of the Voting Record Date	Vote to Accept or Reject the Plan
9	Existing Common Stock	_____	<input type="checkbox"/> ACCEPT (vote FOR) the Plan <input type="checkbox"/> REJECT (vote AGAINST) the Plan

The preprinted amount of your Claim as set forth above controls for voting purposes only and is without prejudice to your rights or the rights of the Debtors in respect of the amount and classification of your Claim that is ultimately Allowed for purposes of Distribution under the Plan, all of which are expressly reserved.

Item 2. Voluntary Release.

If voting to reject the Plan or abstaining from voting on the Plan, you may opt-in to the release contained in Section 11.9 of the Plan by checking the box below. Otherwise, you will be deemed not to have granted the release.

The Holder of the Class 9 Existing Common Stock set forth in Item 1 elects to:

<input type="checkbox"/> OPT-IN to the voluntary release in Section 11.9 of the Plan

<p>THE PLAN WILL BIND ALL HOLDERS OF CLAIMS AGAINST AND INTERESTS IN THE DEBTORS TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW.</p>

Item 3. Cash Election.

Pursuant to the Plan, each Holder of Existing Common Stock that votes to accept the Plan may, by its election, receive (or cause its affiliated designee to receive) Cash in an amount equal to the cash equivalent of its Allocable Share of New Parent Common Stock.

You may exercise all or none of the Cash Election and may not make a partial election to receive cash in lieu of New Parent Common Stock. If you partially exercise the Cash Election, you will be deemed to have not made the election.

ELECTS to receive Cash in lieu of the recovery you would otherwise receive under the Plan.

Item 4. Certifications.

By signing this Ballot, the undersigned entity certifies to the Court and the Debtors that:

- (a) as of the Voting Record Date either: (i) the entity is the Holder of the Claims in Class 9 being voted pursuant to this Ballot or (ii) the entity is an authorized signatory for an entity that is the Holder of the Claims in Class 9 being voted;
- (b) the entity has received the Solicitation Package in accordance with the Solicitation Procedures Order and acknowledges that votes on the Plan are being solicited pursuant to the terms and conditions set forth in the Solicitation Procedures Order;
- (c) the entity has cast the same vote with respect to all Claims in Class 9; and
- (d) no other Ballots with respect to the amount of the Claims in Class 9 identified in Item 1 have been cast or, if any other Ballots have been cast with respect to such Claims, then any such earlier received Ballots are hereby revoked.

[SIGNATURE PAGE FOLLOWS]

Name of Holder:	_____
	(Print or type)
Signature:	_____
Name of Signatory:	_____
	(If other than Holder)
Title:	_____
Address:	_____

Phone Number: (optional)	_____
Email (optional):	_____
Date Completed:	_____

**PLEASE COMPLETE, SIGN AND DATE THIS BALLOT AND
RETURN IT PROMPTLY BY FIRST-CLASS MAIL,
OVERNIGHT COURIER OR HAND DELIVERY TO:**

**Garrett Motion Ballot Processing Center
c/o Kurtzman Carson Consultants LLC
222 N. Pacific Coast Highway, Suite 300
El Segundo, California 90245**

By electronic, online submission:

Please visit <http://www.kccllc.net/garrettmotion>. Click on the “Submit E-Ballot or Opt-In Form” section of the Debtors’ website and follow the directions to submit your electronic Ballot. If you choose to submit your Ballot via the Solicitation Agent’s e-ballot system, you should not also return a hard copy of your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized Ballot:

Unique E-Ballot ID#: _____

PIN#: _____

“E-Balloting” is the sole manner in which this Ballot will be accepted via electronic or online transmission. Ballots submitted by facsimile or email will not be counted. Each E-Ballot ID# is to be used solely for voting only those Claims or Interests described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable.

**THIS BALLOT MUST BE ACTUALLY RECEIVED BY THE DEBTORS’
SOLICITATION AGENT ON OR BEFORE:
MARCH 24, 2021 AT 8:00 P.M. (EASTERN TIME).**

CLASS 9 – EXISTING COMMON STOCK

INSTRUCTIONS FOR COMPLETING THIS BALLOT

1. The Debtors are soliciting the votes of Holders of Claims with respect to the Plan attached as Exhibit A to the Disclosure Statement. Capitalized terms used in this Ballot or in these instructions but not otherwise defined therein or herein shall have the meaning set forth in the Plan.
2. The Court may confirm the Plan and thereby bind you. Please review the Disclosure Statement for more information.
3. **To ensure that your vote is counted, you must:** (a) complete this Ballot; (b) indicate your decision either to accept or reject the Plan by checking one of the boxes in Item 1 of this Ballot, (c) indicate your decision whether to opt-in to the release in the box provided in Item 2 of the Ballot; (d) indicate your decision whether to exercise the Cash Election in Item 3 of the Ballot and (e) sign and return this Ballot (i) to the address printed on the enclosed pre-addressed envelope or (ii) via the Solicitation Agent's e-ballot platform by visiting the Solicitation Agent's website, <http://www.kccllc.net/garrettmotion>, clicking on the "Submit E-Ballot or Opt-In Form" link and following the directions to submit your electronic Ballot, so that it is **actually received** by the Debtors' Solicitation Agent on or before the Voting Deadline, which is **March 24, 2021 at 8:00 p.m. (Eastern Time)**. **If you wish to opt-in to the voluntary release in Section 11.9 of the Plan, you must** (a) clearly indicate your decision to do so by checking the box in Item 2 of this Ballot and (b) sign and return this Ballot as noted above on or before the Voting Deadline.
4. If a Ballot is received after the Voting Deadline and if the Voting Deadline is not extended, it will **NOT** be counted. Additionally, the following Ballots will **NOT** be counted:
 - any Ballot that partially rejects and partially accepts the Plan;
 - Ballots sent to the Debtors, the Debtors' agents (other than the Debtors' Solicitation Agent) or the Debtors' financial or legal advisors;
 - Ballots sent by facsimile, email or any other electronic means (other than the Solicitation Agent's e-ballot platform);
 - any Ballot that is illegible or contains insufficient information to identify the Holder of the Claim;
 - any Ballot cast by an entity that does not hold a Claim in a Class entitled to vote on the Plan;
 - any unsigned Ballot; and/or

- any Ballot not marked to accept or reject the Plan or any Ballot marked both to accept and reject the Plan.
5. The method of delivery of Ballots to the Debtors' Solicitation Agent is at the election and risk of each Holder of a Claim. Except as otherwise provided herein, such delivery will be deemed made only when the Debtors' Solicitation Agent **actually receives** the original executed Ballot.
 6. If multiple Ballots are received from the same Holder of a Claim with respect to the same Claim prior to the Voting Deadline, the last Ballot timely received will supersede and revoke any earlier received Ballots.
 7. After the Voting Deadline, no Ballot may be withdrawn or modified without the prior consent of the Debtors.
 8. You must vote the entirety of any Claim to either accept or reject the Plan and may not split your vote for any such Claim.
 9. If you vote to accept the Plan, you may exercise all or none of the Cash Election in Item 3 of this Ballot and may not make a partial election to receive cash in lieu of New Parent Common Stock. If you partially exercise the Cash Election in Item 3 of this Ballot, you will be deemed to have not made the election.
 10. This Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan. Accordingly, at this time, Holders of Claims should not surrender certificates or instruments representing or evidencing their Claims, and neither the Debtors nor the Debtors' Solicitation Agent will accept delivery of any such certificates or instruments surrendered together with a Ballot.
 11. This Ballot does not constitute and shall not be deemed to be (a) a proof of claim or (b) an assertion or admission with respect to a Claim.
 12. Please be sure to sign and date your Ballot. If you are signing in your capacity as a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Debtors' Solicitation Agent, the Debtors or the Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to this Ballot.
 13. If you hold multiple Claims within the same Class, the Debtors may, in their discretion, aggregate the Claims of any particular holder with multiple Claims within the same Class for the purpose of counting votes.
 14. If you hold Claims in more than one Class under the Plan, you will receive a Ballot for each Class in which you are entitled to vote. Please complete and return each Ballot and Election Form you receive.

PLEASE RETURN YOUR BALLOT PROMPTLY.

**IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT,
THESE VOTING INSTRUCTIONS OR THE PROCEDURES FOR VOTING,
PLEASE CALL THE DEBTORS' SOLICITATION AGENT AT:**

**(866) 812-2297 (U.S. TOLL-FREE)
+800 3742 6170 (INTERNATIONAL TOLL-FREE)
(781) 575-4050 (U.S. LOCAL (TOLL) NUMBER)**

**IF THE DEBTORS' SOLICITATION AGENT DOES NOT ACTUALLY RECEIVE THIS
BALLOT ON OR BEFORE MARCH 24, 2021
AT 8:00 P.M. (EASTERN TIME), YOUR VOTE MAY NOT BE COUNTED.**

EXHIBIT G

Notice of Unimpaired Status

HOLDERS OF CLAIMS IN CLASS 1 (OTHER PRIORITY CLAIMS), CLASS 2 (OTHER SECURED CLAIMS) AND CLASS 5 (GENERAL UNSECURED CLAIMS) MAY OPT-IN TO THE RELEASE CONTAINED IN SECTION 11.9 OF THE PLAN. ATTACHED AS ANNEX A TO THIS NOTICE IS AN ELECTION FORM TO OPT-IN TO SUCH RELEASE. YOU MUST CHECK THE “OPT-IN” BOX ON THE ELECTION FORM IN ORDER TO GRANT THE RELEASE IN SECTION 11.9 OF THE PLAN.

Relevant Deadlines

Any objection to confirmation of the Plan must: (1) be in writing; (2) comply with the Bankruptcy Code, the Bankruptcy Rules and the Local Rules; (3) set forth the name of the objector, the nature and amount of Claims or Interests held or asserted by the objector against the Debtors; (4) state the basis and the specific grounds therefor and (5) be filed with the Court, together with proof of service thereof, and served upon and received by each of the following: (a) counsel to the Debtors, Sullivan & Cromwell LLP, 125 Broad Street, New York, New York 10004, Attn: Andrew G. Dietderich, Brian D. Glueckstein, Alexa J. Kranzley and Benjamin S. Beller; (b) the Office of the United States Trustee for the Southern District of New York (Attn: Benjamin Higgins, Esq.); (c) counsel to the Official Committee of Unsecured Creditors, White & Case LLP, 1221 Avenue of the Americas, New York, NY 10020, Attn: Brian Pfeiffer and John Ramirez; (d) proposed counsel to the Equity Committee, Kasowitz Benson Torres LLP, 1633 Broadway, New York, NY 10019, Attn: Andrew K. Glenn and David S. Rosner; (e) 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. and Candace M. Arthur, Esq.; (f) 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, Jonathan D. Canfield, Joanne Lau and Alexander A. Fraser; (g) counsel to Deutsche Trustee Company Limited, as indenture trustee under the Debtors’ 5.125% senior notes due 2026, Norton Rose Fulbright, 1301 Avenue of the Americas, New York, NY 10019, Attn: Francisco Vasquez; (h) 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, Steven A. Domanowski, Robert A. Klyman and Matthew G. Bouslog; (i) counsel to the ad hoc group of bondholders, Ropes & Gray LLP, 1211 Avenue of the Americas, New York, NY 10036, Attn: Matthew M. Roose and Mark I. Bane; (j) counsel to KPS Capital Partners, LP, as stalking horse bidder, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, NY 10017, Attn: Brian M. Resnick and Joshua Y. Sturm; and (k) to the extent not listed herein, those parties requesting notice pursuant to Bankruptcy Rule 2002 no later than the Confirmation Objection Deadline of **March 24, 2021 at 4:00 p.m. (Eastern Time)**. **UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS NOTICE, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.**

The Debtors may file supplements to the Plan (the “Plan Supplement”) with the Court no later than **March 17, 2021**.

Obtaining Copies of Relevant Documents

Copies of the Plan, the Plan Supplement, the Disclosure Statement and the Solicitation Procedures Order, as well as other documents filed in these Chapter 11 Cases, may be obtained (i) for a nominal fee from the Court's electronic docket for the Debtors' Chapter 11 Cases at <https://www.ecf.sdney.uscourts.gov> (a PACER login and password are required and can be obtained through the PACER Service Center at www.pacer.psc.uscourts.gov), or (ii) free of charge by accessing the website of the Debtors' Solicitation Agent, <http://www.kccllc.net/garrettmotion>. In addition, the Debtors will, at their expense, provide paper copies of the Plan, Disclosure Statement or Solicitation Procedures Order to any party submitting a request for such paper copies (i) through the Debtors' restructuring website at <http://www.kccllc.net/garrettmotion> or (ii) in writing to Garrett Motion Ballot Processing Center (c/o Kurtzman Carson Consultants LLC), 222 N. Pacific Coast Highway, Suite 300 El Segundo, California 90245. Please be advised that the Solicitation Agent is authorized to answer questions about, and provide additional copies of, materials filed in these Chapter 11 Cases, but may not advise you as to whether you should contest your non-voting status or object to confirmation of the Plan.

Dated: [●], 2021
New York, New York

/s/ DRAFT
Andrew G. Dietderich
Brian D. Glueckstein
Alexa J. Kranzley
Benjamin S. Beller
SULLIVAN & CROMWELL LLP
125 Broad Street
New York, New York 10004
Telephone: (212) 558-4000
Facsimile: (212) 558-3588
Email: dietdericha@sullcrom.com
gluecksteinb@sullcrom.com
kranzleya@sullcrom.com
bellerb@sullcrom.com

Counsel to the Debtors

ANNEX A

Election Form

**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	

ELECTION FORM FOR HOLDERS OF NON-VOTING UNIMPAIRED CLAIMS

PLEASE CAREFULLY READ THE ENCLOSED INSTRUCTIONS FOR COMPLETING THIS ELECTION FORM BEFORE COMPLETING THIS ELECTION FORM.

Garrett Motion Inc. and certain of its affiliated debtors and debtors-in-possession (collectively, the “Debtors”) are soliciting elections with respect to the release contained in Section 11.9 of the proposed *Debtors’ Joint Plan of Reorganization under Chapter 11 of the Bankruptcy Code* (as may be amended, modified or supplemented, the “Plan”) as described in the *Disclosure Statement for the Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as may be amended, modified or supplemented, the “Disclosure Statement”).

You are receiving this Election Form because, despite your non-voting status on the Plan, **CLASS 1 (OTHER PRIORITY CLAIMS), CLASS 2 (OTHER SECURED CLAIMS) AND CLASS 5 (GENERAL UNSECURED CLAIMS)** are entitled to opt-in to the release contained in Section 11.9 of the Plan.

To opt-in to the release, you must complete, sign and return this Election Form to Kurtzman Carson Consultants LLC, Garrett Motion Ballot Processing Center c/o Kurtzman Carson Consultants LLC 222 N. Pacific Coast Highway, Suite 300 El Segundo, California 90245, so that it is received no later than the Voting Deadline of March 24, 2021 at 8:00 p.m. (Eastern Time). Election Forms must be delivered to the Solicitation Agent either (a) at the address listed in the preceding sentence or (b) via the Solicitation Agent’s e-ballot platform by visiting the Solicitation Agent’s website, <http://www.kccllc.net/garrettmotion>, clicking on the “Submit E-Ballot or Opt-In Form” link and following the directions to submit your electronic Ballot. Holders are encouraged

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.

to submit their Election Forms via the e-ballot platform. If you choose to submit your Election Form via the e-ballot platform you SHOULD NOT mail your hard copy Election Form as well. Please choose only one form of return of your Election Form. You do not need to submit this Election Form if you do not wish to opt-in to the release contained in Section 11.9 of the Plan.

This Election Form may not be used for any purpose other than for electing to opt-in to the release in Section 11.9 of the Plan. **If you believe you have received this Election Form in error please contact the Debtors' Solicitation Agent immediately at:**

Garrett Motion Ballot Processing Center
c/o Kurtzman Carson Consultants LLC
222 N. Pacific Coast Highway, Suite 300
El Segundo, California 90245

Telephone:

(866) 812-2297 (U.S. toll-free)
+800 3742 6170 (international toll-free)
(781) 575-4050 (U.S. Local (Toll) number)

Email: GarrettInfo@kccllc.com

IMPORTANT

You should carefully review the Disclosure Statement and the Plan before you submit the Election Form. You may wish to seek legal advice concerning the Plan and the Plan's release. Your Claim has been placed in Class 1 (Other Priority Claims), Class 2 (Other Secured Claims) and Class 5 (General Unsecured Claims) under the Plan.

If your Election Form is not received by the Debtors' Solicitation Agent, Kurtzman Carson Consultants LLC, on or before the Voting Deadline and such deadline is not extended, you will not be deemed to grant the release contained in Section 11.9 of the Plan.

VOTING DEADLINE: MARCH 24, 2021, AT 8:00 P.M. (EASTERN TIME).

Election Forms will not be accepted by facsimile transmission, electronic mail or other electronic means of transmission (except via the Solicitation Agent's e-ballot platform).

You do not need to submit this Election Form if you do not wish to opt-in to the release in Section 11.9 of the Plan.

**NOTICE REGARDING CERTAIN RELEASE, EXCULPATION
AND INJUNCTION PROVISIONS IN THE PLAN**

PLEASE BE ADVISED THAT THE PLAN CONTAINS CERTAIN RELEASE, EXCULPATION AND INJUNCTION PROVISIONS, INCLUDING:

Section 11.9 of the Plan contains the following Third Party Release

For good and valuable consideration, including the service of the Released Parties to facilitate the administration of the Chapter 11 Cases, the implementation of the orderly liquidation contemplated by the Plan, and the release of mortgages, liens, and security interests on property of the Estates, the distribution of proceeds, on and after the Effective Date, to the fullest extent permitted by applicable law, the Releasing Parties (regardless of whether a Releasing Party is a Released Party) shall be deemed to conclusively, absolutely, unconditionally, irrevocably, and forever release, waive and discharge the Released Parties of any and all claims, obligations, rights, suits, damages, causes of action, remedies and liabilities whatsoever, including any derivative claims asserted or assertable on behalf of a Debtor, Reorganized Debtor or Estate, and its successors, assigns and representatives, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, contingent or fixed, existing or hereafter arising, in law, at equity or otherwise, whether for indemnification, tort, contract, violations of federal or state securities laws or otherwise, including, those that any of the Debtors, the Reorganized Debtors or the Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or any other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Reorganized Debtors, the Estates, the conduct of the businesses of the Debtors, these Chapter 11 Cases, the purchase, sale or rescission of the purchase or sale of any security of the Debtors or Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the administration of Claims and Interests prior to or during these Chapter 11 Cases, the negotiation, formulation or preparation of the Plan, the Plan Supplement, the Disclosure Statement or, in each case, related agreements, instruments or other documents, any action or omission with respect to intercompany claims or intercompany settlements, any action or omission as an officer, director, agent, representative, fiduciary, controlling person, member, manager, affiliate or responsible party, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date of the Plan, other than claims or liabilities arising out of or relating to any act or omission of a Released Party to the extent such act or omission is determined by a final order in a court of competent jurisdiction to have constituted gross negligence, willful misconduct, actual fraud or a criminal act.

Item 1. Voluntary Release.

The undersigned Holder of the Claim elects to:

OPT-IN of the voluntary release in Section 11.9 of the Plan

Item 2. Certifications.

By signing this Election Form, the undersigned entity certifies to the Court and the Debtors that:

- (a) the entity is either: (i) the Holder of Claims in Class 1, 2, or 5 or (ii) an authorized signatory for an entity that is the Holder of Claims in Class 1, 2, or 5; and
- (b) the entity acknowledges that the entity is opting in to the release in Section 11.9 of the Plan.

[SIGNATURE PAGE FOLLOWS]

Name of Holder:	_____
	(Print or type)
Signature:	_____
Name of Signatory:	_____
	(If other than holder)
Title:	_____
Address:	_____

Phone Number: (optional)	_____
Email (optional):	_____
Date Completed:	_____

**IF YOU HAVE MADE THE OPTIONAL OPT-IN ELECTION, PLEASE COMPLETE,
SIGN AND DATE THIS ELECTION FORM AND RETURN IT PROMPTLY BY ONLY
ONE OF THE METHODS BELOW:**

If in the envelope provided, or by first-class mail, overnight courier, or hand delivery, to:

Garrett Motion Ballot Processing Center
c/o Kurtzman Carson Consultants LLC
222 N. Pacific Coast Highway, Suite 300
El Segundo, California 90245

By electronic, online submission:

Please visit <http://www.kccllc.net/garrettmotion>. Click on the “Submit E-Ballot or Opt-In Form” section of the Debtors’ website and follow the directions to submit your electronic Election Form. If you choose to submit your Election Form via the Solicitation Agent’s e-ballot system, you should not also return a hard copy of your Election Form.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized Election Form:

Unique E-Ballot ID#: _____

PIN#: _____

“E-Balloting” is the sole manner in which this Election Form will be accepted via electronic or online transmission. Election Forms submitted by facsimile or email will not be counted.

**THIS ELECTION FORM MUST BE ACTUALLY RECEIVED BY THE DEBTORS’
SOLICITATION AGENT ON OR BEFORE:
MARCH 24, 2021 AT 8:00 P.M. (EASTERN TIME).**

INSTRUCTIONS FOR COMPLETING THIS ELECTION FORM

1. Capitalized terms used in this Election Form or in these instructions but not otherwise defined therein or herein shall have the meaning set forth in the Plan.
2. **To ensure that your Election Form is acknowledged, you must:** (a) complete this Election Form; (b) clearly indicate your decision to opt-in to the release in Section 11.9 of the Plan by checking the box in Item 1 of this Election Form and (c) sign and return this Election Form to the address printed on the enclosed pre-addressed, postage pre-paid return envelope or submit the Election Form via the Solicitation Agent's e-ballot system so that it is **actually received** by the Debtors' Solicitation Agent on or before the Voting Deadline, which is **March 24, 2021 at 8:00 p.m. (Eastern Time)**.
3. If an Election Form is received after the Voting Deadline and if the Voting Deadline is not extended, it will **NOT** be acknowledged. Additionally, the following Election Forms will **NOT** be acknowledged:
 - Election Forms sent to the Debtors, the Debtors' agents (other than the Solicitation Agent) or the Debtors' financial or legal advisors;
 - Election Forms sent by facsimile, email or any other electronic means (other than the Solicitation Agent's e-ballot platform);
 - any Election Form that is illegible or contains insufficient information to identify the Holder of the Claim; and/or
 - any unsigned Election Form.
4. The method of delivery of Election Forms to the Debtors' Solicitation Agent is at the election and risk of each Holder of a Claim. Except as otherwise provided herein, such delivery will be deemed made only when the Debtors' Solicitation Agent **actually receives** the original executed Election Form.
5. Please be sure to sign and date your Election Form. If you are signing in your capacity as a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Debtors' Solicitation Agent, the Debtors or the Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to this Election Form.
6. You do not need to submit this Election Form if you do not wish to opt-in to the release in Section 11.9 of the Plan.

**PLEASE RETURN YOUR ELECTION FORM PROMPTLY IF YOU WISH TO OPT-IN
TO THE RELEASE IN SECTION 11.9 OF THE PLAN.**

**IF YOU HAVE ANY QUESTIONS REGARDING THIS ELECTION FORM,
THESE VOTING INSTRUCTIONS OR THE PROCEDURES FOR VOTING,
PLEASE CALL THE DEBTORS' SOLICITATION AGENT AT:**

**(866) 812-2297 (U.S. toll-free)
+800 3742 6170 (international toll-free)
(781) 575-4050 (U.S. Local (Toll) number)**

**IF THE DEBTORS' SOLICITATION AGENT DOES NOT ACTUALLY RECEIVE THIS
ELECTION FORM ON OR BEFORE MARCH 24, 2021 AT 8:00 P.M. (EASTERN
TIME), YOUR ELECTION FORM WILL NOT BE COUNTED.**

EXHIBIT H

Notice of Impaired Non-Voting Status

**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 NON-VOTING STATUS TO HOLDERS OF
IMPAIRED INTERESTS AND CLAIMS**

PLEASE TAKE NOTICE that on [●], 2021, the United States Bankruptcy Court for the Southern District of New York (the “Court”) entered the *Order (I) Approving the Disclosure Statement; (II) Establishing a Voting Record Date; (III) Approving Solicitation Packages and Solicitation Procedures; (IV) Approving the Forms of Ballots; (V) Establishing Voting and Tabulation Procedures; (VI) Establishing Notice and Objection Procedures for the Confirmation of the Plan and (VII) Approving the Rights Offering Procedures and the Rights Offering Materials* (the “Solicitation Procedures Order”). Among other things, the Solicitation Procedures Order approved the *Disclosure Statement for the Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as may be amended, modified or supplemented, the “Disclosure Statement”) filed by the above-referenced Debtors and debtors-in-possession (the “Debtors”). You are being provided this notice with respect to the *Debtors’ Joint Plan of Reorganization under Chapter 11 of the Bankruptcy Code* (as may be amended, modified or supplemented, the “Plan”).²

EXCEPT TO THE EXTENT THAT A HOLDER OF AN ALLOWED GMI COMMON STOCK 510(B) CLAIM AGREES TO A LESS FAVORABLE TREATMENT, AND IN FULL AND FINAL SATISFACTION, SETTLEMENT, RELEASE, AND DISCHARGE OF AND IN EXCHANGE FOR ITS ALLOWED GMI COMMON STOCK 510(B) CLAIM, EACH HOLDER OF AN ALLOWED GMI COMMON STOCK 510(B) CLAIM SHALL RECEIVE CASH OR NEW COMMON STOCK AS DETERMINED BY THE DEBTORS OR REORGANIZED DEBTORS, AS APPLICABLE, WITH A VALUE EQUAL TO SUCH HOLDER’S 510(B) CLAIM SHARE RECOVERY.

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 used but not defined in this notice shall have the meaning ascribed to them in the Plan.

HOLDERS OF INTERESTS AND CLAIMS IN CLASS 10 (GMI COMMON STOCK 510(b) CLAIMS) MAY OPT-IN TO THE RELEASE CONTAINED IN SECTION 11.9 OF THE PLAN. ATTACHED AS ANNEX A TO THIS NOTICE IS AN ELECTION FORM TO OPT-IN TO SUCH RELEASE. YOU MUST CHECK THE “OPT-IN” BOX ON THE ELECTION FORM IN ORDER TO GRANT THE RELEASE IN SECTION 11.9 OF THE PLAN.

Relevant Deadlines

Any objection to confirmation of the Plan must: (1) be in writing; (2) comply with the Bankruptcy Code, the Bankruptcy Rules and the Local Rules; (3) set forth the name of the objector, the nature and amount of Claims or Interests held or asserted by the objector against the Debtors; (4) state the basis and the specific grounds therefor and (5) be filed with the Court, together with proof of service thereof, and served upon and received by each of the following: (a) counsel to the Debtors, Sullivan & Cromwell LLP, 125 Broad Street, New York, New York 10004, Attn: Andrew G. Dietderich, Brian D. Glueckstein, Alexa J. Kranzley and Benjamin S. Beller; (b) the Office of the United States Trustee for the Southern District of New York (Attn: Benjamin Higgins, Esq.); (c) counsel to the Official Committee of Unsecured Creditors, White & Case LLP, 1221 Avenue of the Americas, New York, NY 10020, Attn: Brian Pfeiffer and John Ramirez; (d) proposed counsel to the Equity Committee, Kasowitz Benson Torres LLP, 1633 Broadway, New York, NY 10019, Attn: Andrew K. Glenn and David S. Rosner; (e) 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. and Candace M. Arthur, Esq.; (f) 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, Jonathan D. Canfield, Joanne Lau and Alexander A. Fraser; (g) counsel to Deutsche Trustee Company Limited, as indenture trustee under the Debtors’ 5.125% senior notes due 2026, Norton Rose Fulbright, 1301 Avenue of the Americas, New York, NY 10019, Attn: Francisco Vasquez; (h) 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, Steven A. Domanowski, Robert A. Klyman and Matthew G. Bouslog; (i) counsel to the ad hoc group of bondholders, Ropes & Gray LLP, 1211 Avenue of the Americas, New York, NY 10036, Attn: Matthew M. Roose and Mark I. Bane; (j) counsel to KPS Capital Partners, LP, as stalking horse bidder, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, NY 10017, Attn: Brian M. Resnick and Joshua Y. Sturm; and (k) to the extent not listed herein, those parties requesting notice pursuant to Bankruptcy Rule 2002 no later than the Confirmation Objection Deadline of **March 24, 2021 at 4:00 p.m. (Eastern Time)**. **UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS NOTICE, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.**

The Debtors may file supplements to the Plan (the “Plan Supplement”) with the Court no later than **March 17, 2021**.

Obtaining Copies of Relevant Documents

Copies of the Plan, the Plan Supplement, the Disclosure Statement and the Solicitation Procedures Order, as well as other documents filed in these Chapter 11 Cases, may be obtained (i) for a nominal fee from the Court's electronic docket for the Debtors' Chapter 11 Cases at <https://www.ecf.sdney.uscourts.gov> (a PACER login and password are required and can be obtained through the PACER Service Center at www.pacer.psc.uscourts.gov), or (ii) free of charge by accessing the website of the Debtors' Solicitation Agent, <http://www.kccllc.net/garrettmotion>. In addition, the Debtors will, at their expense, provide paper copies of the Plan, Disclosure Statement or Solicitation Procedures Order to any party submitting a request for such paper copies (i) through the Debtors' restructuring website at <http://www.kccllc.net/garrettmotion> or (ii) in writing to Garrett Motion Ballot Processing Center (c/o Kurtzman Carson Consultants LLC), 222 N. Pacific Coast Highway, Suite 300 El Segundo, California 90245. Please be advised that the Solicitation Agent is authorized to answer questions about, and provide additional copies of, materials filed in these Chapter 11 Cases, but may not advise you as to whether you should contest your non-voting status or object to confirmation of the Plan.

Dated: [●], 2021
New York, New York

/s/ DRAFT

Andrew G. Dietderich
Brian D. Glueckstein
Alexa J. Kranzley
Benjamin S. Beller
SULLIVAN & CROMWELL LLP
125 Broad Street
New York, New York 10004
Telephone: (212) 558-4000
Facsimile: (212) 558-3588
Email: dietdericha@sullcrom.com
gluecksteinb@sullcrom.com
kranzleya@sullcrom.com
bellerb@sullcrom.com

Counsel to the Debtors

ANNEX A

Election Form

to submit their Election Forms via the e-ballot platform. If you choose to submit your Election Form via the e-ballot platform you SHOULD NOT mail your hard copy Election Form as well. Please choose only one form of return of your Election Form. You do not need to submit this Election Form if you do not wish to opt-in to the release contained in Section 11.9 of the Plan.

This Election Form may not be used for any purpose other than for electing to opt-in to the release in Section 11.9 of the Plan. **If you believe you have received this Election Form in error please contact the Debtors' Solicitation Agent immediately at:**

Garrett Motion Ballot Processing Center
c/o Kurtzman Carson Consultants LLC
222 N. Pacific Coast Highway, Suite 300
El Segundo, California 90245

Telephone:

(866) 812-2297 (U.S. toll-free)
+800 3742 6170 (international toll-free)
(781) 575-4050 (U.S. Local (Toll) number)

Email: GarrettInfo@kccllc.com

IMPORTANT

You should carefully review the Disclosure Statement and the Plan before you submit the Election Form. You may wish to seek legal advice concerning the Plan and the Plan's release. Your Claim has been placed in Class 10 (GMI Common Stock 510(b) Claims) under the Plan.

If your Election Form is not received by the Debtors' Solicitation Agent, Kurtzman Carson Consultants LLC, on or before the Voting Deadline and such deadline is not extended, you will not be deemed to grant the release contained in Section 11.9 of the Plan.

VOTING DEADLINE: MARCH 24, 2021, AT 8:00 P.M. (EASTERN TIME).

Election Forms will not be accepted by facsimile transmission, electronic mail or other electronic means of transmission (except via the Solicitation Agent's e-ballot platform).

You do not need to submit this Election Form if you do not wish to opt-in to the release in Section 11.9 of the Plan.

**NOTICE REGARDING CERTAIN RELEASE, EXCULPATION
AND INJUNCTION PROVISIONS IN THE PLAN**

PLEASE BE ADVISED THAT THE PLAN CONTAINS CERTAIN RELEASE,
EXCULPATION AND INJUNCTION PROVISIONS, INCLUDING:

Section 11.9 of the Plan contains the following Third Party Release

For good and valuable consideration, including the service of the Released Parties to facilitate the administration of the Chapter 11 Cases, the implementation of the orderly liquidation contemplated by the Plan, and the release of mortgages, liens, and security interests on property of the Estates, the distribution of proceeds, on and after the Effective Date, to the fullest extent permitted by applicable law, the Releasing Parties (regardless of whether a Releasing Party is a Released Party) shall be deemed to conclusively, absolutely, unconditionally, irrevocably, and forever release, waive and discharge the Released Parties of any and all claims, obligations, rights, suits, damages, causes of action, remedies and liabilities whatsoever, including any derivative claims asserted or assertable on behalf of a Debtor, Reorganized Debtor or Estate, and its successors, assigns and representatives, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, contingent or fixed, existing or hereafter arising, in law, at equity or otherwise, whether for indemnification, tort, contract, violations of federal or state securities laws or otherwise, including, those that any of the Debtors, the Reorganized Debtors or the Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or any other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Reorganized Debtors, the Estates, the conduct of the businesses of the Debtors, these Chapter 11 Cases, the purchase, sale or rescission of the purchase or sale of any security of the Debtors or Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the administration of Claims and Interests prior to or during these Chapter 11 Cases, the negotiation, formulation or preparation of the Plan, the Plan Supplement, the Disclosure Statement or, in each case, related agreements, instruments or other documents, any action or omission with respect to intercompany claims or intercompany settlements, any action or omission as an officer, director, agent, representative, fiduciary, controlling person, member, manager, affiliate or responsible party, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date of the Plan, other than claims or liabilities arising out of or relating to any act or omission of a Released Party to the extent such act or omission is determined by a final order in a court of competent jurisdiction to have constituted gross negligence, willful misconduct, actual fraud or a criminal act.

Item 1. Voluntary Release.

The undersigned Holder of the Claim elects to:

OPT-IN of the voluntary release in Section 11.9 of the Plan

Item 2. Certifications.

By signing this Election Form, the undersigned entity certifies to the Court and the Debtors that:

- (a) the entity is either: (i) the Holder of Claims in Class 10; or (ii) an authorized signatory for an entity that is the Holder of Claims in Class 10; and
- (b) the entity acknowledges that the entity is opting in to the release in Section 11.9 of the Plan.

[SIGNATURE PAGE FOLLOWS]

Name of Holder:	_____
	(Print or type)
Signature:	_____
Name of Signatory:	_____
	(If other than holder)
Title:	_____
Address:	_____

Phone Number: (optional)	_____
Email (optional):	_____
Date Completed:	_____

**IF YOU HAVE MADE THE OPTIONAL OPT-IN ELECTION, PLEASE COMPLETE,
SIGN AND DATE THIS ELECTION FORM AND RETURN IT PROMPTLY BY ONLY
ONE OF THE METHODS BELOW:**

If in the envelope provided, or by first-class mail, overnight courier, or hand delivery, to:

Garrett Motion Ballot Processing Center
c/o Kurtzman Carson Consultants LLC
222 N. Pacific Coast Highway, Suite 300
El Segundo, California 90245

By electronic, online submission:

Please visit <http://www.kccllc.net/garrettmotion>. Click on the “Submit E-Ballot or Opt-In Form” section of the Debtors’ website and follow the directions to submit your electronic Election Form. If you choose to submit your Election Form via the Solicitation Agent’s e-ballot system, you should not also return a hard copy of your Election Form.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized Election Form:

Unique E-Ballot ID#: _____

PIN#: _____

“E-Balloting” is the sole manner in which this Election Form will be accepted via electronic or online transmission. Election Forms submitted by facsimile or email will not be counted.

**THIS ELECTION FORM MUST BE ACTUALLY RECEIVED BY THE DEBTORS’
SOLICITATION AGENT ON OR BEFORE:
MARCH 24, 2021 AT 8:00 P.M. (EASTERN TIME).**

INSTRUCTIONS FOR COMPLETING THIS ELECTION FORM

1. Capitalized terms used in this Election Form or in these instructions but not otherwise defined therein or herein shall have the meaning set forth in the Plan.
2. **To ensure that your Election Form is acknowledged, you must:** (a) complete this Election Form; (b) clearly indicate your decision to opt-in to the release in Section 11.9 of the Plan by checking the box in Item 1 of this Election Form and (c) sign and return this Election Form to the address printed on the enclosed pre-addressed, postage pre-paid return envelope or submit the Election Form via the Solicitation Agent's e-ballot system so that it is **actually received** by the Debtors' Solicitation Agent on or before the Voting Deadline, which is **March 24, 2021 at 8:00 p.m. (Eastern Time)**.
3. If an Election Form is received after the Voting Deadline and if the Voting Deadline is not extended, it will **NOT** be acknowledged. Additionally, the following Election Forms will **NOT** be acknowledged:
 - Election Forms sent to the Debtors, the Debtors' agents (other than the Solicitation Agent) or the Debtors' financial or legal advisors;
 - Election Forms sent by facsimile, email or any other electronic means (other than the Solicitation Agent's e-ballot platform);
 - any Election Form that is illegible or contains insufficient information to identify the Holder of the Claim; and/or
 - any unsigned Election Form.
4. The method of delivery of Election Forms to the Debtors' Solicitation Agent is at the election and risk of each Holder of a Claim. Except as otherwise provided herein, such delivery will be deemed made only when the Debtors' Solicitation Agent **actually receives** the original executed Election Form.
5. Please be sure to sign and date your Election Form. If you are signing in your capacity as a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Debtors' Solicitation Agent, the Debtors or the Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to this Election Form.
6. You do not need to submit this Election Form if you do not wish to opt-in to the release in Section 11.9 of the Plan.

**PLEASE RETURN YOUR ELECTION FORM PROMPTLY IF YOU WISH TO OPT-IN
TO THE RELEASE IN SECTION 11.9 OF THE PLAN.**

**IF YOU HAVE ANY QUESTIONS REGARDING THIS ELECTION FORM,
THESE VOTING INSTRUCTIONS OR THE PROCEDURES FOR VOTING,
PLEASE CALL THE DEBTORS' SOLICITATION AGENT AT:**

**(866) 812-2297 (U.S. toll-free)
+800 3742 6170 (international toll-free)
(781) 575-4050 (U.S. Local (Toll) number)**

**IF THE DEBTORS' SOLICITATION AGENT DOES NOT ACTUALLY RECEIVE THIS
ELECTION FORM ON OR BEFORE MARCH 24, 2021 AT 8:00 P.M. (EASTERN
TIME), YOUR ELECTION FORM WILL NOT BE COUNTED.**

EXHIBIT I

Notice of Plan Supplement

Andrew G. Dietderich
Brian D. Glueckstein
Alexa J. Kranzley
Benjamin S. Beller
SULLIVAN & CROMWELL LLP
125 Broad Street
New York, NY 10004-2498
Telephone: (212) 558-4000
Facsimile: (212) 558-3588

Counsel to the Debtors

**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 (MEW)
	:	
Debtors.	:	Jointly Administered
	:	
	:	
<hr/>		x

NOTICE OF FILING OF PLAN SUPPLEMENT

PLEASE TAKE NOTICE that on [●], 2021, the United States Bankruptcy Court for the Southern District of New York (the “Court”) entered the *Order (I) Approving the Disclosure Statement; (II) Establishing a Voting Record Date; (III) Approving Solicitation Packages and Solicitation Procedures; (IV) Approving the Forms of Ballots; (V) Establishing Voting and Tabulation Procedures; (VI) Establishing Notice and Objection Procedures for the Confirmation of the Plan and (VII) Approving the Rights Offering Procedures and the Rights Offering Materials* (the “Solicitation Procedures Order”). Among other things, the Solicitation Procedures Order approved the *Disclosure Statement for the Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as may be amended, modified or supplemented, the “Disclosure Statement”) filed by the above-referenced Debtors and debtors-in-possession (the “Debtors”) and established a record date for purposes of voting on 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.

Debtors' Joint Plan of Reorganization under Chapter 11 of the Bankruptcy Code (as may be amended, modified or supplemented, the "Plan"),²

PLEASE TAKE FURTHER NOTICE that on the date hereof, the Debtors filed the Plan Supplement with the Court, which contains the following documents:

- []

PLEASE TAKE FURTHER NOTICE that the Court has set **April 6, 2021 at 10:00 a.m. Eastern Time** as the date and time for the hearing on confirmation of the Plan and to consider any objections to the Plan. The confirmation hearing will be held before the Honorable Michael E. Wiles, United States Bankruptcy Court for the Southern District of New York. The hearing may be adjourned from time to time, subject to the applicable terms of the Restructuring Support Agreement and the Subscription Agreement, without further notice other than an announcement of the adjourned date(s) at the hearing and thereafter, at any adjourned hearing(s). In addition, the Plan may be modified, subject to the applicable terms of the Restructuring Support Agreement and the Subscription Agreement, without further notice prior to or as a result of the confirmation hearing and thereafter, as otherwise provided in the Bankruptcy Code.

PLEASE TAKE FURTHER NOTICE that any objection to confirmation of the Plan must: (1) be in writing; (2) comply with the Bankruptcy Code, the Bankruptcy Rules and the Local Rules; (3) set forth the name of the objector, the nature and amount of Claims or Interests held or asserted by the objector against the Debtors; (4) state the basis and the specific grounds therefor and (5) be filed with the Court, together with proof of service thereof, and served upon and received by each of the following: (a) counsel to the Debtors, Sullivan & Cromwell LLP, 125 Broad Street, New York, New York 10004, Attn: Andrew G. Dietderich, Brian D. Glueckstein, Alexa J. Kranzley and Benjamin S. Beller; (b) the Office of the United States Trustee for the Southern District of New York (Attn: Benjamin Higgins, Esq.); (c) counsel to the Official Committee of Unsecured Creditors, White & Case LLP, 1221 Avenue of the Americas, New York, NY 10020, Attn: Brian Pfeiffer and John Ramirez; (d) proposed counsel to the Equity Committee, Kasowitz Benson Torres LLP, 1633 Broadway, New York, NY 10019, Attn: Andrew K. Glenn and David S. Rosner; (e) 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. and Candace M. Arthur, Esq.; (f) 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, Jonathan D. Canfield, Joanne Lau and Alexander A. Fraser; (g) counsel to Deutsche Trustee Company Limited, as indenture trustee under the Debtors' 5.125% senior notes due 2026, Norton Rose Fulbright, 1301 Avenue of the Americas, New York, NY 10019, Attn: Francisco Vasquez; (h) 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, Steven A. Domanowski, Robert A. Klyman and Matthew G. Bouslog; (i) counsel to the ad hoc group of bondholders, Ropes & Gray LLP, 1211 Avenue of the Americas, New York, NY

² Capitalized terms used but not defined in this notice shall have the meaning ascribed to them in the Plan.

10036, Attn: Matthew M. Roose and Mark I. Bane; (j) counsel to KPS Capital Partners, LP, as stalking horse bidder, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, NY 10017, Attn: Brian M. Resnick and Joshua Y. Sturm; and (k) to the extent not listed herein, those parties requesting notice pursuant to Bankruptcy Rule 2002 no later than the Confirmation Objection Deadline of **March 24, 2021 at 4:00 p.m. (Eastern Time)**. **UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS NOTICE, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.**

PLEASE TAKE FURTHER NOTICE that copies of the Plan, the Plan Supplement, the Disclosure Statement and the Solicitation Procedures Order, as well as other documents filed in these Chapter 11 Cases, may be obtained (i) for a nominal fee from the Court's electronic docket for the Debtors' Chapter 11 Cases at <https://www.ecf.sdnyc.uscourts.gov> (a PACER login and password are required and can be obtained through the PACER Service Center at www.pacer.psc.uscourts.gov), or (ii) free of charge by accessing the website of the Debtors' Solicitation Agent, <http://www.kccllc.net/garrettmotion>. In addition, the Debtors will, at their expense, provide paper copies of the Plan, Disclosure Statement or Solicitation Procedures Order to any party submitting a request for such paper copies (i) through the Debtors' restructuring website at <http://www.kccllc.net/garrettmotion> or (ii) in writing to Garrett Motion Ballot Processing Center (c/o KCC), 222 N. Pacific Coast Highway, Suite 300 El Segundo, California 90245. Please be advised that the Solicitation Agent is authorized to answer questions about, and provide additional copies of, materials filed in these Chapter 11 Cases, but may not advise you as to whether you should contest your non-voting status or object to confirmation of the Plan.

Dated: [●], 2021
New York, New York

/s/ DRAFT

Andrew G. Dietderich
Brian D. Glueckstein
Alexa J. Kranzley
Benjamin S. Beller
SULLIVAN & CROMWELL LLP
125 Broad Street
New York, New York 10004
Telephone: (212) 558-4000
Facsimile: (212) 558-3588
Email: dietdericha@sullcrom.com
gluecksteinb@sullcrom.com
kranzleya@sullcrom.com
bellerb@sullcrom.com

Counsel to the Debtors

EXHIBIT J

Rights Offering Procedures

RIGHTS OFFERING PROCEDURES¹

To Eligible Holders and Nominees of Eligible Holders:

On January 8, 2021, the Debtors filed the *Debtors' Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [D.I. •] (as may be amended, modified, or supplemented from time to time in accordance with the terms thereof, the "Plan"), and on January 8, 2021, the *Disclosure Statement for the Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [D.I. •] (as may be amended from time to time in accordance with its terms, the "Disclosure Statement").

The Plan provides for the Debtors to conduct a Rights Offering pursuant to which each Holder of Existing Common Stock who is an "accredited investor" within the meaning of Rule 501 under Regulation D of the Securities Act or a "qualified institutional buyer" within the meaning of Rule 144A of the Securities Act (each such Holder, an "Eligible Holder") may acquire up to its *pro rata* share of a total aggregate amount of \$250,000,000 (the "Aggregate Offering Amount") of newly issued shares of Common Stock (the "Offered Shares"). The subscription price per share in the Rights Offering will be calculated as of the Effective Date as an amount equal to the Initial GMI Stock Elector Distribution Value *divided by* the number of shares of reinstated Existing Common Stock on the Effective Date.

These Rights Offering Procedures relate to the Rights Offering for the Offered Shares, which are being offered without registration under the Securities Act of 1933, as amended (the "Securities Act") in reliance upon the exemption provided in Section 4(a)(2) of the Securities Act or the exemption provided in Regulation D under the Securities Act. None of the Subscription Rights (as defined below) to subscribe for the Offered Shares in the Rights Offering or the Offered Shares purchased in connection with the exercise of such Subscription Rights distributed pursuant to these Rights Offering Procedures have been or will be registered under the Securities Act at the Subscription Expiration Time (as defined below), nor under any national, state or local law requiring registration for offer and sale of a security.

You should read these Rights Offering Procedures in their entirety; key provisions are highlighted below:

- Eligible Holders shall have the right, but not the obligation, to participate in the Rights Offering and subscribe for Offered Shares (such right, the "Subscription Rights"). If you exercise your Subscription Rights, you will have to **PAY** for such exercise at the Per Share Price, as described further below. Each Eligible Holder exercising Subscription Rights must purchase Offered Shares for a minimum purchase price of \$[1,000] (the "Minimum Investment Amount").
- Eligible Holders are *not* required to exercise any of their Subscription Rights, but they may if they wish to do so and they must follow the required procedures.

¹ Capitalized terms used and not defined herein shall have the meaning ascribed to them in the Plan.

- Each Eligible Holder intending to exercise Subscription Rights must certify, by completing the Investor Questionnaire set forth on Exhibit A to the Subscription Form (the “Investor Questionnaire”), that such Eligible Holder is an “accredited investor” within the meaning of Rule 501 under Regulation D of the Securities Act or a “qualified institutional buyer” within the meaning of Rule 144A of the Securities Act. No person shall be entitled to participate in the Rights Offering or to subscribe for or receive any Offered Shares unless such person is an “accredited investor” within the meaning of Rule 501 under Regulation D of the Securities Act or a “qualified institutional buyer” within the meaning of Rule 144A of the Securities Act and completes and submits the Investor Questionnaire with its Subscription Form.
- Additional information regarding the Rights Offering is provided in this Disclosure Statement and in the Subscription Forms enclosed herewith.

No person shall be entitled to participate in the Rights Offering or to subscribe for or receive any Offered Shares unless such person is an “accredited investor” within the meaning of Rule 501 under Regulation D of the Securities Act or a “qualified institutional buyer” within the meaning of Rule 144A of the Securities Act and completes and submits with its Subscription Form the Investor Questionnaire.

Each Offered Share is being distributed and issued by New GMI pursuant to the Rights Offering without registration under the Securities Act in reliance upon the exemption provided in Section 4(a)(2) of the Securities Act or the exemption provided in Regulation D under the Securities Act. None of the Subscription Rights to subscribe for the Offered Shares in the Rights Offering or the Offered Shares purchased in connection with the exercise of such Subscription Rights distributed pursuant to these Rights Offering Procedures have been or will be registered under the Securities Act at the Subscription Expiration Time (as defined below), nor under any national, state or local law requiring registration for offer and sale of a security.

The Subscription Rights are not detachable or transferable separately from the Existing Common Stock held by Eligible Holders (the “Eligible Shares”). Rather, the Subscription Rights will trade together with the underlying Eligible Shares and be evidenced by the underlying Eligible Shares, until the Subscription Expiration Time. Furthermore, the Subscription Rights may only be exercised by Eligible Holders. Accordingly, if an Eligible Holder sells or transfers its Eligible Share after the Record Date, the purchaser or transferee will not be eligible to receive or exercise Subscription Rights in respect of such Eligible Share.

The exercise of the Subscription Rights once made cannot be revoked unless the Rights Offering is terminated.

The Disclosure Statement is being distributed in connection with the Debtors’ solicitation of votes to accept or reject the Plan and sets forth important information, including risk factors, that should be carefully read and considered by each Eligible Holder prior to making a decision to participate in the Rights Offering. Copies of the Disclosure Statement are available on the Debtors’ restructuring website at <http://www.kccllc.net/garrettmotion>.

The Rights Offering is being conducted by the Debtors in good faith and in compliance with the Bankruptcy Code and the Securities Act. In accordance with section 1125(e) of the Bankruptcy Code, a debtor or any of its agents that participate, in good faith and in compliance with the applicable provisions of the Bankruptcy Code, in the offer, issuance, sale, or purchase of a security offered or sold under the plan of the debtor, or an affiliate participating in a joint plan with the debtor, or of a newly organized successor to the debtor under the plan, is not liable, on account of such participation, for violation of any applicable law, rule, or regulation governing the offer, issuance, sale or purchase of securities.

All Offered Shares subscribed for pursuant to the Rights Offering will be “restricted securities” within the meaning of Rule 144 under the Securities Act, and accordingly, any Eligible Holder who subscribes for Offered Shares will be subject to restrictions under the Securities Act on its ability to resell such Offered Shares. Each of the Offered Shares purchased in connection with the exercise of a Subscription Right, and each book-entry position or certificate issued in exchange for or upon the transfer, sale or assignment of any such Offered Shares, shall be deemed to contain or be stamped or otherwise imprinted with, as applicable, a legend in substantially the following form:

“THE SECURITIES REPRESENTED BY THIS CERTIFICATE, HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), OR ANY OTHER APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE SOLD OR TRANSFERRED OTHER THAN PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR AN AVAILABLE EXEMPTION FROM REGISTRATION THEREUNDER.”

Eligible Holders should note the following times relating to the Rights Offering:

Date	Calendar Date	Event
Record Date	February 15, 2021	The date and time for the determination of the Holders of Existing Common Stock eligible to participate in the Rights Offering.
Subscription Commencement Date	February 25, 2021	Commencement of the Rights Offering and the first date on which Eligible Holders are eligible to exercise Subscription Rights.
Subscription Expiration Deadline	5:00 p.m. New York City time on March 24, 2021	<p>The deadline for Eligible Holders to subscribe for Offered Shares.</p> <p>An Eligible Holder’s applicable subscription form with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable (the “<u>Subscription Form</u>”) must be received by the Subscription Agent by the Subscription Expiration Deadline. Eligible Holders that hold their Existing Common Stock through a Nominee (as defined below) must deliver their Subscription Forms to their Nominees in sufficient time to allow such Nominee to deliver the Subscription Form by the Subscription Expiration Deadline. Eligible Holders who hold Existing Common Stock through a Nominee are urged to consult with their Nominees to determine the necessary deadline to return their Subscription Forms to their Nominee. Eligible Holders who hold Existing Common Stock through a Nominee are urged to consult with their Nominees to determine the necessary deadline to return their Subscription Forms to their Nominee.</p> <p>Eligible Holders must deliver the aggregate Purchase Price by the Subscription Expiration Deadline. Eligible Holders that hold their Existing Common Stock through a Nominee should coordinate payment of the Purchase Price through their Nominees.</p>

The Rights Offering

Pursuant to the Plan, each Eligible Holder is eligible to participate in the Rights Offering. The Eligible Holders are the holders Existing Common Stock as of the Record Date who are

“accredited investors” within the meaning of Rule 501 under Regulation D of the Securities Act or “qualified institutional buyers” within the meaning of Rule 144A of the Securities Act.

Per Share Price. The purchase price per share of Offered Shares in the Rights Offering (the “Per Share Price”) will be calculated as of the Effective Date as an amount equal to the Initial GMI Stock Elector Distribution Value *divided by* the number of shares of reinstated Existing Common Stock on the Effective Date.

Allocation of Offered Shares

Pursuant to the Plan, each Eligible Holder will have the right, but not the obligation, through the Rights Offering to subscribe for Offered Shares with a total purchase price up to an amount equal to such Eligible Holder’s Pro Rata Percentage (as defined below) of an aggregate purchase price of the Aggregate Offering Amount at the Per Share Price, subject to the Minimum Investment Amount. With respect to each Eligible Holder, “Pro Rata Percentage” means a percentage calculated as the number of shares of Existing Common Stock held by such Eligible Holder as of the Record Date *divided by* the total number of shares of Existing Common Stock outstanding as of the Record Date, rounded up or down to the nearest one-hundredth decimal place (with 0.005 being rounded up).

Eligible Holders exercising Subscription Rights with respect to Existing Common Stock held through a broker, bank, commercial bank, transfer agent, trust company, dealer, or other agent or nominee (as applicable, the “Nominee”) and who wish to exercise such Subscription Rights should return their Subscription Forms only to their applicable Nominee for processing, or otherwise follow the directions of the Nominee. By giving the instruction to its Nominee to submit a Subscription Form, such Eligible Holder is authorizing its Nominee to exercise the Subscription Rights associated with the shares of Existing Common Stock as to which the instruction pertains and corresponding to the elections evidenced on such Holder’s Subscription Form. If applicable, Holders are urged to consult with their Nominees to determine the necessary deadline to return their Subscription Forms to their Nominee. Eligible Holders exercising Subscription Rights with respect to Existing Common Stock held directly on the books and records of the Company’s registrar and transfer agent and who wish to exercise such Subscription Rights should return their Subscription Forms directly to the Subscription Agent.

Failure to submit such Subscription Form on a timely basis will result in forfeiture of an Eligible Holder’s Subscription Rights. None of the Debtors or the Subscription Agent will have any liability for any such failure

No Eligible Holder shall be entitled to participate in the Rights Offering unless the aggregate Purchase Price for the Offered Shares it subscribes for is received by the Subscription Agent by the Subscription Expiration Deadline.

To participate in the Rights Offering, an Eligible Holder must complete all of the steps outlined below by the Subscription Expiration Deadline. If an Eligible Holder does not complete all of the steps outlined below by the Subscription Expiration Deadline, such Eligible Holder shall be deemed to have forever and irrevocably relinquished and waived its right to participate in the Rights Offering.

1. Rights Offering

Eligible Holders have the right, but not the obligation, to participate in the Rights Offering. Subject to the terms and conditions set forth in the Plan and these Rights Offering Procedures, each Eligible Holder is entitled to subscribe for Offered Shares with a total purchase price (the “Purchase Price”) up to an amount equal to the product of (a) such Eligible Holder’s Pro Rata Percentage *multiplied by* (b) the Aggregate Offering Amount, rounded up or down to nearest whole dollar (with \$0.50 being rounded up) (the “Pro Rata Share”); *provided*, that the Purchase Price with respect to any Eligible Holder exercising Subscription Rights shall be greater than or equal to the Minimum Investment Amount. The number of Offered Shares subscribed for by each participating Eligible Holder will be equal to (x) the Purchase Price *divided by* the (y) the Per Share Price, rounded down to the nearest whole share. There will be no over-subscription privilege in the Rights Offering.

Notwithstanding the foregoing, if, immediately following the Closing, giving full effect to the issuance of Offered Shares in the amount subscribed for by Eligible Holders on their subscription forms and excluding shares issued in respect of the Adjustment Escrow Amount pursuant to the Subscription Agreement, the shares of Common Stock issued to the Plan Sponsor at the Closing would constitute less than 60% of the outstanding Common Stock, then the amount of Offered Shares received by exercising Eligible Holders shall be reduced *pro rata* based on the respective amounts of Offered Shares initially subscribed for by Eligible Holders such that immediately following the Closing the shares issued to the Plan Sponsor will constitute 60% of the Common Stock (giving full effect to the Rights Offering and excluding shares issued in respect of the Adjustment Escrow Amount pursuant to the Subscription Agreement), with the relevant number of shares to be received by each applicable Eligible Holder to be rounded down to the nearest whole share. Eligible Holders will receive a refund for any Purchase Price paid to the Subscription Agent with respect to the reduced number of Offered Shares to be received by Eligible Holders in accordance with the foregoing sentence, *multiplied by* the Per Share Price.

All Offered Shares subscribed for pursuant to the Rights Offering will be “restricted securities” within the meaning of Rule 144 under the Securities Act, and accordingly, Offered Shares will be subject to resale restrictions under the Securities Act. Resale restrictions are discussed in more detail in Article VIII of the Disclosure Statement, entitled “Securities Law Matters.” Each Eligible Holder intending to exercise Subscription Rights will be required to agree that it will not offer, sell or otherwise transfer any Offered Shares other than pursuant to an effective registration statement under the Securities Act or an available exemption from registration thereunder.

SUBJECT TO THE TERMS AND CONDITIONS OF THESE RIGHTS OFFERING PROCEDURES, ALL SUBSCRIPTIONS SET FORTH IN THE SUBSCRIPTION FORM ARE IRREVOCABLE.

2. Subscription Period

The Rights Offering will commence and the Subscription Rights will be allocated on the Subscription Commencement Date and will expire at the Subscription Expiration Deadline. Each Eligible Holder intending to purchase Offered Shares in the Rights Offering must affirmatively

elect to exercise its Subscription Rights in the manner set forth in the Subscription Form by the Subscription Expiration Deadline and must pay for any exercised Subscription Rights by the applicable deadline.

Any exercise (including payment) of the Subscription Rights after the Subscription Expiration Deadline will not be allowed and any purported exercise (including payment) received by the Subscription Agent after the Subscription Expiration Deadline, regardless of when the documents or payment relating to such exercise were sent, will not be honored. The Subscription Expiration Deadline may be extended by the Debtors or as may be required by law.

As more fully described below, in order for an Eligible Holder to acquire shares in the Rights Offering, (i) a Subscription Form and Investor Questionnaire completed by such Eligible Holder must be received by the Subscription Agent and (ii) the Purchase Price for its Offered Shares must be received by the Subscription Agent by wire transfer of immediately available funds, in each case no later than the Subscription Expiration Deadline.

3. Delivery of Subscription Documents

Each Eligible Holder may exercise all or any portion of such Eligible Holder's Subscription Rights, subject to the terms and conditions contained herein. In order to facilitate the exercise of the Subscription Rights, beginning on the Subscription Commencement Date, the Subscription Form and these Rights Offering Procedures will be sent to Eligible Holders, including appropriate instructions for the proper completion, due execution and timely delivery of the executed Subscription Form and the payment of the applicable aggregate Purchase Price for its Offered Shares.

4. Exercise of Subscription Rights

In order to validly exercise its Subscription Rights, an Eligible Holder must:

- (i) duly complete and execute an Subscription Form (including the Investor Questionnaire and an accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) in accordance with these Rights Offering Procedures, and (ii) deliver its executed Subscription Form to the Subscription Agent or, if applicable, to coordinate with its Nominee to deliver its executed Subscription Form to the Subscription Agent, in each case such that the Subscription Form is received by the Subscription Agent no later than the Subscription Expiration Deadline; and
- pay or coordinate with its Nominee to deliver payment of the Purchase Price no later than the Subscription Expiration Deadline for the Offered Shares for which it has subscribed by wire transfer **ONLY** of immediately available funds to the Subscription Agent in accordance with the instructions included in the Subscription Form; and

Delivery of the Subscription Form. The Subscription Form may be delivered to the Subscription Agent by either physical delivery or by electronic mail in accordance with the address information for the Subscription Agent set forth below under "Rights Offering Instructions for Eligible Holders" and on the Subscription Form. In all cases, the Subscription Form must actually be received by the Subscription Agent no later than the Subscription Expiration Deadline.

Eligible Holders who hold their Existing Common Stock through a Nominee must deliver their Subscription Form to their Nominee (and otherwise follow the instructions of their Nominee) in sufficient time for their Nominee to deliver the Subscription Form to the Subscription Agent no later than the Subscription Expiration Deadline.

Payment of the Purchase Price. Payment of the Purchase Price must be made by wire transfer of immediately available funds to the account of the Subscription Agent indicated below under “Rights Offering Instructions for Eligible Holders” and on the Subscription Form. The funds must be received in the account of the Subscription Agent no later than the Subscription Expiration Deadline.

In the event that the funds received by the Subscription Agent with respect to an Eligible Holder do not correspond to the Purchase Price indicated on such Eligible Holder’s Subscription Form, the number of the Offered Shares deemed to be purchased by such Eligible Holder will be the lesser of (a) the Purchase Price indicated on such Eligible Holder’s Subscription Form *divided by* the Per Share Price and (b) the amount of the funds received *divided by* the Per Share Price, in each case, rounded down to the nearest whole share; provided that an Eligible Holder will not receive any Offered Shares if the amount of funds received is less than the Minimum Investment Amount.

The cash paid to the Subscription Agent in accordance with these Rights Offering Procedures will be deposited by the Subscription Agent into and held by the Subscription Agent in a segregated account until released to the Debtors in connection with the settlement of the Rights Offering on or around the Effective Date. The Subscription Agent may not use such cash for any other purpose prior to the Effective Date and may not encumber or permit such cash to be encumbered with any lien or similar encumbrance. The cash held by the Subscription Agent hereunder will not bear any interest and shall not be deemed part of the Debtors’ Estates.

5. Transfer Restriction; Revocation

- (a) The Subscription Rights will not be detachable or transferable separately from the Eligible Shares. Rather, the Subscription Rights will trade together with the underlying Eligible Shares and be evidenced by the underlying Eligible Shares, until the Subscription Expiration Deadline. If an Eligible Holder sells or transfers its Eligible Share after the Record Date, the purchaser or transferee will not be eligible to receive or exercise Subscription Rights in respect of such Eligible Share;
- (b) The Subscription Rights will trade together as a unit and be evidenced by the corresponding Eligible Shares, subject to such limitations, if any, that would be applicable to the transferability of the underlying Notes; and
- (c) Once an Eligible Holder has properly exercised its Subscription Rights, subject to the terms and conditions contained in these Rights Offering Procedures, such exercise will be irrevocable unless the Rights Offering is terminated.

6. Termination/Return of Payment

Unless the Effective Date has occurred, the Rights Offering will be deemed automatically terminated without any action of any party upon the earlier of (i) termination of the Subscription Agreement in accordance with its terms; (ii) the exercise by the Plan Sponsor of the Cash-Out and (iii) the revocation or withdraw of the Plan by the Debtors. In the event the Rights Offering is terminated, any payments received pursuant to these Rights Offering Procedures will be returned, without interest, to the applicable Eligible Holder or relevant payee as soon as reasonably practicable.

7. Settlement of the Rights Offering and Distribution of the Offered Shares

The settlement of the Rights Offering is conditioned on confirmation of the Plan by the Bankruptcy Court and the occurrence of the Effective Date. The Debtors intend that the Offered Shares will be issued to the Eligible Holders through direct registration on the books and records of the Company's registrar and transfer agent. The Offered Shares will not be represented by a stock certificate.

8. Fractional Shares

No fractional Offered Shares will be issued in the Rights Offering. All share allocations (including each Eligible Holder's Pro Rata Offered Share Number) will be calculated and rounded down to the nearest whole share. No compensation shall be paid, whether in cash or otherwise, in respect of any rounded-down amounts.

9. Validity of Exercise of Subscription Rights

All questions concerning the timeliness, viability, form and eligibility of any exercise of Subscription Rights will be determined in good faith by the Debtors, and, if necessary, subject to a final and binding determination by the Bankruptcy Court. The Debtors may waive or reject any defect or irregularity in, or permit such defect or irregularity to be corrected within such time as they may determine in good faith, the purported exercise of any Subscription Rights. Subscriptions will be deemed not to have been received or accepted until all irregularities have been waived or cured within such time as the Debtors determine in good faith. In addition, the Subscription Agent shall have no obligation to notify parties of or cure any defects to the forms returned in exercising the Subscription Rights.

Before exercising any Subscription Rights, Eligible Holders should review the Disclosure Statement and the Plan for information relating to the Debtors and the risk factors to be considered.

10. Modification of Procedures

The Debtors reserve the right to modify these Rights Offering Procedures, or adopt additional procedures consistent with these Rights Offering Procedures to effectuate the Rights Offering and to issue the Offered Shares; *provided, however*, that the Debtors shall provide prompt written notice to each Eligible Holder of any material modification to these Rights Offering Procedures made after the Subscription Commencement Date. In so doing, the Debtors may execute and enter into agreements and take further action that the Debtors determine in good faith

is necessary and appropriate to effectuate and implement the Rights Offering and the issuance of the Offered Shares.

The Debtors reserve the right to request additional information from any participant in the Rights Offering to confirm that such participant is an Eligible Holder.

11. Inquiries And Transmittal of Documents; Subscription Agent

The Rights Offering Instructions for Eligible Holders should be carefully read and strictly followed by the Eligible Holders.

Questions relating to the Rights Offering should be directed to the Subscription Agent via email to GarrettInfo@kccllc.com (please reference “Garret Motion Inc. Rights Offering” in the subject line) or at the telephone number shown on the Subscription Form. Please note that the Subscription Agent is only able to respond to procedural questions regarding the Rights Offering, and cannot provide any information beyond that included in these Rights Offering Procedures and the Subscription Forms. If applicable, an Eligible Holder must follow the directions of its Nominee with respect to providing instructions to it in connection with the Rights Offering.

The risk of non-delivery of any instructions, documents, and payments to any Nominee or to the Subscription Agent is on the Eligible Holder electing to exercise its Subscription Rights and not the Debtors or the Subscription Agent.

12. Failure to Exercise Subscription Rights

Unexercised Subscription Rights in respect of Offered Shares will be relinquished on the Subscription Expiration Deadline. If, on or prior to the Subscription Expiration Deadline, the Subscription Agent for any reason does not receive from an Eligible Holder a duly completed and executed applicable Subscription Form (with accompanying Investor Questionnaire and IRS Form W-9 or appropriate IRS Form W-8, as applicable), and payment of the Purchase Price by the Subscription Expiration Deadline, such Eligible Holder shall be deemed to have irrevocably relinquished and waived its right to participate in the Rights Offering in respect of Offered Shares.

Any attempt to exercise Rights after the Subscription Expiration Deadline in respect of Offered Shares shall be null and void and the Debtors shall not be obligated to honor any such purported exercise received by the Subscription Agent after the Subscription Expiration Deadline regardless of when the documents relating thereto were sent.

The method of delivery of the applicable Subscription Form and any other required documents is at each Eligible Holder’s option and sole risk, and delivery will be considered made only when actually received by the Subscription Agent. If delivery is by mail, registered mail with return receipt requested, properly insured, is encouraged and strongly recommended. In all cases, you should allow sufficient time to ensure timely delivery by 5:00 p.m. (New York City time) on the Subscription Expiration Deadline. Eligible Holders who hold their Existing Common Stock through a Nominee must ensure that their Nominee delivers the Subscription Form by the Subscription Expiration Deadline and must coordinate with their Nominee to make payment of the Purchase Price.

EXHIBIT K

Rights Offering Materials

GARRETT MOTION INC., ET AL.

**MASTER SUBSCRIPTION FORM
FOR RIGHTS OFFERING**

**IN CONNECTION WITH THE DEBTORS'
DISCLOSURE STATEMENT DATED
[●], 2021**

For use by brokers, banks, commercial banks, transfer agents, trust companies, dealers, or other agents or nominees for Eligible Holders of Existing Common Stock.

The Subscription Expiration Deadline is 5:00 p.m. New York City time on March 24, 2021.

Please note that your Master Subscription Form and copies of the Subscription Forms from Eligible Holders (“Eligible Holder Subscription Forms”) (with accompanying Investor Questionnaire and IRS Form W-9 or appropriate IRS Form W-8, as applicable) must be received by KCC LLC (the “Subscription Agent”), along with a wire transfer of the applicable Purchase Price to the Subscription Agent, at or prior to the Subscription Expiration Deadline or the subscription represented by the Eligible Holder Subscription Forms will not be recognized, and you will be deemed forever to have relinquished and waived your right to participate in the Rights Offering.

Please leave sufficient time for the Master Subscription Form to reach the Subscription Agent and be processed.

Please consult the Plan, the Disclosure Statement and the Rights Offering Procedures (including the Rights Offering Instructions included therein) for additional information with respect to this Master Subscription Form. Any terms capitalized but not defined herein shall have the meaning as set forth in the Plan or the Rights Offering Procedures.

If you have any questions, please contact the Subscription Agent via email at GarrettInfo@kccllc.com (with a reference to “Garrett Motion Inc. Rights Offering” in the subject line), or at the following applicable phone number: 877-5499-4509 (domestic toll-free) or 917-281-4800 (international toll).

Item 1. Certification of Authority to Subscribe.

The undersigned certifies that as of the Record Date it (please check the applicable box):

- Is a broker, bank or other nominee for the beneficial holders of the Eligible Shares listed in Item 2 below, and is the registered holder of such Eligible Shares, or
- Is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by the broker, bank, or other nominee that is the registered holder of the Eligible Shares listed in Item 2 below.

Item 2. Beneficial Holder Information.

The undersigned certifies that as of the Record Date the information provided below (including any information provided on additional sheets attached hereto) is a true and accurate schedule of the beneficial holders of the Eligible Shares, as identified by their respective account numbers, that have delivered duly completed Eligible Holder Subscription Forms to the undersigned, which forms are attached hereto.

(Please complete the information requested below. Attach additional sheets if necessary)

Customer Account Number for each Beneficial Holder	Number of Eligible Shares (from Item 1a. of Eligible Holder Subscription Form)	Pro Rata Percentage (from Item 1b. of Eligible Holder Subscription Form)	Pro Rata Share (from Item 2a. of Eligible Holder Subscription Form)	Purchase Price for Offered Shares (from Item 2b. of Eligible Holder Subscription Form)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
TOTALS				

Item 3. Payment and Delivery Instructions

All cash payments with respect to the exercise of Subscription Rights that are being transmitted by this Master Subscription Form shall be made by wire transfer of immediately available funds in accordance with the instructions set forth below.

Account Name :
 Bank Account No.:
 ABA/Routing No.:
 Bank Name:
 Bank Address:
 Reference:

Your completed Master Subscription Form (together with any duly completed and received Eligible Holder Subscription Forms with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) should be emailed, mailed or delivered by you to the following address or email address:

KCC LLC
222 North Pacific Coast Highway, Suite 300
El Segundo, CA 90245-5614
Attention: Garret Motion Inc. Rights Offer
Tel#s: (917) 281-4800 (International) or 877-499-4509 (Toll-Free)

If submitting via email: GarrettInfo@kcellc.com

PLEASE NOTE: NO RIGHTS OFFERING SUBMISSION WILL BE VALID UNLESS THIS MASTER SUBSCRIPTION FORM, TOGETHER WITH THE APPLICABLE DULY COMPLETED AND EXECUTED SUBSCRIPTION FORM, ARE VALIDLY SUBMITTED ALONG WITH THE PURCHASE PRICE TO THE SUBSCRIPTION AGENT ON OR PRIOR TO THE SUBSCRIPTION EXPIRATION DEADLINE.

Item 4. Additional Certification.

The undersigned certifies that for each beneficial holder whose exercise of rights are being transmitted by this Master Subscription Form (i) it is the authorized signatory of such beneficial holder of the amount of Eligible Shares under Item 1 of the Subscription Form, (ii) the beneficial holder is entitled to participate in the Rights Offering and is either an “accredited investor” within the meaning of Rule 501 under Regulation D of the U.S. Securities Act or a “qualified institutional buyer” within the meaning of Rule 144A of the Securities Act, (iii) the beneficial holder has been provided with a copy of the Plan, the Rights Offering Procedures, the Subscription Form and other applicable materials and (iv) true and correct copies of the Subscription Form have been received from each beneficial holder.

Date: _____
Name of Nominee: _____
DTC Participant Number: _____
U.S. Federal Tax EIN/SSN (optional): _____
Signature: _____
Name: _____
Title: _____
Address: _____
Telephone Number: _____
Fax: _____
Email: _____

GARRETT MOTION INC., ET AL.

**SUBSCRIPTION FORM
FOR RIGHTS OFFERING**

**(FOR ELIGIBLE SHARES HELD THROUGH REGISTRAR AND TRANSFER
AGENT)**

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS INCLUDED OR SPECIFICALLY REFERENCED IN THE MATERIALS MAILED WITH THESE INSTRUCTIONS AND THE ATTACHED SUBSCRIPTION FORM.

**INSTRUCTIONS TO SUBSCRIPTION FORM IN CONNECTION WITH THE
RESTRUCTURING OF GARRETT MOTION INC. AND ITS AFFILIATED DEBTORS.**

SUBSCRIPTION EXPIRATION DEADLINE

The Subscription Expiration Deadline is 5:00 p.m. New York City time on March 24, 2021.

This Subscription Form is being provided to you with respect to the Eligible Shares you hold on the books and records of the Company's registrar and transfer agent only. If you also hold Eligible Shares through a Nominee, you should complete a separate Subscription Form with respect to such Eligible Shares and must submit such Subscription Form with respect to such Subscription Rights.

Please note that your Subscription Form (with accompanying Investor Questionnaire and IRS Form W-9 or appropriate IRS Form W-8, as applicable) must be received by KCC LLC (the "Subscription Agent"), along with a wire transfer of your Purchase Price to the Subscription Agent, at or prior to the Subscription Expiration Deadline or the subscription represented by your Subscription Form will not be recognized, and you will be deemed forever to have relinquished and waived your right to participate in the Rights Offering.

Eligible Holders should arrange for payment of the Purchase Price for their subscription to be received by Subscription Agent by the Subscription Expiration Deadline.

No person shall be entitled to participate in the Rights Offering or to subscribe for or receive any Offered Shares unless such person is an "accredited investor" within the meaning of Rule 501 under Regulation D of the U.S. Securities Act of 1933 (the "Securities Act") or a "qualified institutional buyer" within the meaning of Rule 144A of the Securities Act and completes and submits with its Subscription Form the Investor Questionnaire.

The Offered Shares are being distributed and issued by the Company pursuant to the Rights Offering without registration under the Securities Act in reliance upon the exemption provided in Section 4(a)(2) of the Securities Act or the exemption provided in Regulation D under the Securities Act. None of the Subscription Rights subscribe for the Offered Shares in the Rights Offering or the Offering Shares purchased in connection with the exercise of such Subscription Rights distributed pursuant to these Rights Offering Procedures have

been or will be registered under the Securities Act at the Subscription Expiration Time (as defined below), nor under any national, state or local law requiring registration for offer and sale of a security.

All Offered Shares subscribed for pursuant to the Rights Offering will be “restricted securities” within the meaning of Rule 144 under the Securities Act, and accordingly, any Eligible Holder who subscribes for Offered Shares will be subject to restrictions under the Securities Act on its ability to resell such Offered Shares. Each Eligible Holder exercising Subscription Rights hereunder agrees that it will not offer, sell or otherwise transfer any Offered Shares other than pursuant to an effective registration statement under the Securities Act or an available exemption from registration thereunder.

Please consult the Plan, the Disclosure Statement and the Rights Offering Procedures (including the Rights Offering Instructions included therein) for additional information with respect to this Subscription Form. Any terms capitalized but not defined herein shall have the meaning as set forth in the Plan or the Rights Offering Procedures.

If you have any questions, please contact the Subscription Agent via email at GarrettInfo@kccllc.com (with a reference to “Garrett Motion Inc.” in the subject line), or at the following applicable phone number: (866) 812-2297 (domestic toll-free) or 781-575-4050 (international toll).

SUBJECT TO THE TERMS AND CONDITIONS OF THE RIGHTS OFFERING PROCEDURES, ALL SUBSCRIPTIONS SET FORTH IN THIS SUBSCRIPTION FORM ARE IRREVOCABLE.

Terms used and not defined herein shall have the meaning assigned to them in the Plan.

Instructions

To elect to participate in the Rights Offering, you must follow the instructions set out below:

1. **Insert** in Item 1a of your Subscription Form the number of shares of Existing Common Stock, held by you on the books and records of the registrar and transfer agent as of the Record Date. If you have any questions about the number of shares of Existing Common Stock held by you, please contact the transfer agent.
2. **Complete** the calculation in Item 1b of your Subscription Form, which calculates the Pro Rata Percentage for purposes of your right to purchase Offered Shares in the Rights Offering. Your Pro Rata share shall be rounded up or down to the nearest one-hundredth decimal place (with 0.005 being rounded up).
3. **Complete** the calculation in Item 2a of your Subscription Form, which calculates your Pro Rata Share, which is maximum purchase price for Offered Shares which you are entitled to subscribe for pursuant to the Rights Offering. Such amount must be rounded up or down to nearest whole dollar (with \$0.50 being rounded up).
4. **Insert** in Item 2b of your Subscription Form the Purchase Price you are electing to pay for the Offered Shares, which must be greater than or equal to the Minimum Investment Amount and less than or equal to your Pro Rata Share.
5. **Read** Item 3 of your Subscription Form.
6. **Read, complete and sign** the certification in Item 4 of your Subscription Form. Such execution shall indicate your acceptance and approval of the terms and conditions set forth in these Rights Offering Procedures.
7. **Complete** Item 5 of your Subscription Form.
8. **Provide registration information** in Item 6 to indicate the beneficial holder's name and address as you would like it to be reflected in the Company's books and records for registration of the Offered Shares.
9. **Read, complete and sign** the Investor Questionnaire attached as Exhibit A to the Subscription Form.
10. **Read, complete and sign** an IRS Form W-9 if you are a U.S. person. If you are a non-U.S. person, read, complete and sign an appropriate IRS Form W-8. These forms may be obtained from the IRS at its website: www.irs.gov.
11. **Return** your signed Subscription Form (with accompanying Investor Questionnaire and IRS Form W-9 or appropriate IRS Form W-8, as applicable) pursuant to the instructions on the last page thereof.

All Subscription Forms should be delivered to the Subscription Agent as follows:

If making physical delivery of the Subscription Form:

KCC LLC
222 North Pacific Coast Highway, Suite 300
El Segundo, CA 90245-5614
Attention: Garret Motion Inc. Rights Offer
Tel#s: +800 3742 6170 (International) or (866) 812-2297 (Toll-Free)

If delivering the Subscription Form by electronic mail:GarrettInfo@kccllc.com

11. **Arrange for full payment** of the aggregate Purchase Price indicated in Item 2b of your Subscription Form by wire transfer of immediately available funds.

The Purchase Price should be wired in accordance with the wire instructions provided in the Subscription Form.

The Subscription Expiration Deadline shall be 5:00 p.m. New York City time on March 24, 2021.

Exercise of Subscription Rights. In order to participate in the Rights Offering, the Subscription Form must be received by the Subscription Agent by the Subscription Expiration Deadline. If the Subscription Agent does not receive a duly completed Subscription Form with respect to the exercise of your Subscription Rights, you will be deemed forever to have relinquished and waived your right to participate in the Rights Offering.

To subscribe, fill out Items 1 and 2 and read and complete Items 3, 4, 5 and 6 below.

Item 1a. Number of Eligible Shares.

The undersigned, or the beneficial owner on whose behalf the undersigned is executing this form, is a beneficial Holder of the following number of shares of Existing Common Stock:

Number of shares of Existing Common Stock held as of the Record Date:

Item 1b. Your Pro Rata Percentage is calculated as follows:

<hr/> (Insert total number of shares of Existing Common Stock held by the Eligible Holder from 1a above)	/	[•] ¹	=	<hr/> (Pro Rata Percentage) (Round up or down to nearest one-hundredth decimal place (with 0.005 being rounded up))
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Item 2. Subscription Rights.

2a. Calculation of Pro Rata Share. Your Pro Rata Share, which is maximum purchase price for Offered Shares which you are entitled to subscribe for pursuant to the Rights Offering is calculated as follows:

<hr/> (Pro Rata Percentage from Item 1b above)	X	\$250,000,000	=	<hr/> (Pro Rata Share) (Round up or down to nearest whole dollar (with \$0.50 being rounded up))
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¹ Note to Draft: Insert total number of shares of Existing Common Stock outstanding as of the Record Date.

2b. Purchase Price.² The undersigned hereby elects to purchase Offered Shares for a purchase price equal to \$_____ (such amount to be greater than \$[1,000] and not to exceed the Pro Rata Share from item 2(a) above), on the terms and subject to the conditions set forth in the Rights Offering Procedures.

Item 3. Payment Instructions and Share Delivery Information.

For Eligible Holders that did not check the box in Item 3 above, payment of the Purchase Price calculated pursuant to Item 2c above shall be made by wire transfer ONLY of immediately available funds by no later than the Subscription Expiration Deadline in accordance with the following instructions.

Account Name :
Bank Account No.:
ABA/Routing No.:
Bank Name:
Bank Address:
Reference:

Please note that the failure to include the claimant name or form number in the reference field of any domestic or international wire payment may result in the rejection of the corresponding rights offering submission. In addition, please also note that payments cannot be aggregated, and one wire should be sent per Subscription Form submission.

PLEASE NOTE: NO RIGHTS OFFERING SUBMISSION WILL BE VALID UNLESS THIS SUBSCRIPTION FORM IS VALIDLY SUBMITTED ALONG WITH THE PURCHASE PRICE TO THE SUBSCRIPTION AGENT ON OR PRIOR TO THE SUBSCRIPTION EXPIRATION DEADLINE.

Item 4. Certification.

The undersigned hereby certifies that (i) the undersigned is the Holder of the Eligible Shares above, or the authorized signatory (the “Authorized Signatory”) of such Holder acting on behalf of the Holder, (ii) the Holder has received a copy of the Plan, the Disclosure Statement and the Rights Offering Procedures (including the Rights Offering Instructions included therein), (iii) the Holder understands that the exercise of the rights under the Rights Offering is subject to all the terms and conditions set forth in the Plan and the Rights Offering Procedures, (iv) the holder is an “accredited investor” within the meaning of Rule 501 under Regulation D of the U.S. Securities Act or a “qualified institutional buyer” within the meaning of Rule 144A of the Securities Act and (v) the holder agrees that it will not offer, sell or otherwise transfer any Offered Shares other than pursuant to an effective registration statement under the Securities Act or an available exemption from registration thereunder.

² See previous note

The Holder (or the Authorized Signatory on behalf of such Holder) acknowledges that, by executing this Subscription Form, the Eligible Holder named below (x) has elected to subscribe for Offered Shares for the Purchase Price designated in Item 2b above and will be bound to pay such Purchase Price for Offered Shares it has subscribed for and that it may be liable to the Debtor to the extent of any nonpayment.

Date: _____

Name of Eligible Holder: _____

U.S. Federal Tax EIN/SSN: _____

If non-U.S. person, check here and attach appropriate IRS Form W- 8

If U.S. person, check here and attach IRS Form W-9

Signature: _____

Name of Signatory: _____

Title: _____

Telephone Number: _____

Email: _____

Item 5. Wire information in the event a refund is necessary.

Account Name :	
Bank Account No.:	
ABA/Routing No.:	
SWIFT Instructions (as applicable)	
Bank Name:	
Bank Address:	
Reference:	

Item 6. Registration Information.

Please indicate on the lines provided below the registration name of the Eligible Holder receiving Offered Shares in whose name the such Offered Shares should be issued, as well as the Eligible Holder's name and address as you would like it to be reflected in the Company's books and records for registration of the Offered Shares. It is strongly recommended that the below information be typed to ensure that it is legible):

Account Name (*Maximum 35 Characters*): _____

Attention (*Maximum 35 Characters*) _____

Address Line 1 (*Maximum 35 Characters*) _____

Address Line 2 (*Maximum 35 Characters*): _____

City: _____ State: _____ Zip: _____

FOREIGN Country Name: _____

US Tax ID/EIN: _____ OR Check here if non-US (no TIN)

Once completed, you must return this Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) to the Subscription Agent at or before the Subscription Expiration Deadline.

Your completed Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) should be emailed, mailed or delivered by you to the following address or email address:

KCC LLC
222 North Pacific Coast Highway, Suite 300
El Segundo, CA 90245-5614
Attention: Garret Motion Inc. Rights Offer
Tel#s: +800 3742 6170 (International) or (866) 812-2297 (Toll-Free)

If delivering the Subscription Form by electronic mail: GarrettInfo@kccllc.com

Your completed Subscription Form should only be submitted via ONE approved method of return.

Exhibit A

Investor Questionnaire

INVESTOR QUESTIONNAIRE

The information to be provided in this questionnaire (the “Questionnaire”) by the undersigned is relevant to the availability of an exemption from registration under U.S. federal and securities laws in connection with the Rights Offering for Common Stock (the “Offered Shares”) of Garrett Motion Inc. (the “Company”). Unless the context otherwise requires, capitalized terms used but not defined herein have the respective meanings assigned to them in *Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [D.I. •] (as may be amended, modified or supplemented in accordance with the terms thereof, the “Plan”) or the Rights Offering Procedures.

The Company will rely upon the accuracy and completeness of the information provided in this Questionnaire in establishing that the issuance of the Offered Shares is exempt from the registration requirements of the Securities Act of 1933, as amended (the “Securities Act”).

This Questionnaire must be completed, signed and returned to the Company by each Eligible Holder intending to exercise Subscription Rights (each, an “Investor” and collectively, the “Investors”), prior to or at the Subscription Expiration Deadline.

Accordingly, the undersigned is obligated to read this Questionnaire carefully and answer the items contained herein completely and accurately.

The undersigned agrees that, if necessary, this Questionnaire may be presented to such parties as the Company deems appropriate to establish the availability, under the Securities Act or applicable state securities law, of exemption from registration in connection with the Rights Offering for Offered Shares.

This Questionnaire is merely a request for information and is not an offer to sell, a solicitation of an offer to buy, or a sale of any securities.

The undersigned certifies that the undersigned is:

(1) An “accredited investor” as defined in Rule 501(a) of Regulation D promulgated under the Securities Act, because the undersigned is (please check and initial by the appropriate box):

A bank as defined in Section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity;

- A broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”);
- An investment adviser registered pursuant to Section 203 of the Investment Advisers Act of 1940 (the “Investment Advisers Act”) or registered pursuant to the laws of a state;
- An investment adviser relying on the exemption from registering with the Commission under section 203(l) or (m) of the Investment Advisers Act.
- An insurance company as defined in Section 2(a)(13) of the Securities Act;
- An investment company registered under the Investment Company Act of 1940 (the “Investment Company Act”) or a business development company as defined in Section 2(a)(48) of that Act;
- A Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958;
- A Rural Business Investment Company as defined in section 384A of the Consolidated Farm and Rural Development Act.
- A plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000 USD;
- An employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of ERISA, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 USD or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;
- A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act;
- An organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership or limited liability company, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000 USD;
- A director or executive officer of the Company;

- A natural person whose individual net worth, or joint net worth with that person's spouse or spousal equivalent³, at the time of his or her purchase exceeds \$1,000,000 USD⁴;
- A natural person who had an individual income in excess of \$200,000 USD in each of the two most recent calendar years (2019 and 2020) or joint income with that person's spouse in excess of \$300,000 USD in each of those years and has a reasonable expectation of reaching the same income level in the current calendar year (2021);
- A trust, with total assets in excess of \$5,000,000 USD, not formed for the specific purpose of acquiring the securities offered whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D promulgated under the Securities Act;
- An entity in which all of the equity owners are accredited investors.
- An entity, of a type not listed above, not formed for the specific purpose of acquiring the securities offered, owning investments⁵ in excess of \$5,000,000 USD;
- A natural person holding in good standing one or more professional certifications or designations or credentials from an accredited educational institution that the Securities and Exchange Commission (the "Commission") has designated as qualifying an individual for accredited investor status⁶.

³ The term "spousal equivalent" shall mean a cohabitant occupying a relationship generally equivalent to that of a spouse.

⁴ For the purposes of calculating net worth under section: (A) the person's primary residence shall not be included as an asset; (B) indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and (C) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability. For the purposes of calculating joint net worth in this section, "joint net worth" can be the aggregate net worth of the investor and spouse or spousal equivalent; assets need not be held jointly to be included in the calculation. Reliance on the joint net worth standard of this section does not require that the securities be purchased jointly.

⁵ As defined in in rule 2a51-1(b) under the Investment Company Act.

⁶ The professional certifications or designations or credentials currently recognized by the Commission as satisfying the above criteria will be posted on the Commission's website.

- A natural person who is a “knowledgeable employee,” as defined in rule 3c-5(a)(4) under the Investment Company Act, of the Company where the Company would be an investment company, as defined in Section 3 of such Act, but for the exclusion provided by either Section 3(c)(1) or Section 3(c)(7) of such Act;
 - A “family office,” as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act: (i) With assets under management in excess of \$5,000,000, (ii) that is not formed for the specific purpose of acquiring the securities offered, and (iii) whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment;
 - A “family client,” as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act, of a family office meeting the requirements of the above paragraph and whose prospective investment in the issuer is directed by such family office pursuant to clause (iii) of the above paragraph; or
- (2) A “qualified institutional buyer” within the meaning of Rule 144A under the Securities Act that is also an “accredited investor”, because the undersigned is (please check and initial by the appropriate box):
- Any of the following entities, acting for its own account or the accounts of other qualified institutional buyers, that in the aggregate owns and invests on a discretionary basis⁷ at least \$100 million in securities of issuers that are not affiliated with the entity:
 - An “insurance company” as defined in Section 2(a)(13) of the Securities Act;
 - An “investment company” registered under the Investment Company Act or any “business development company” as defined in Section 2(a)(48) of the Investment Company Act;

⁷ The aggregate value of securities owned and invested on a discretionary basis by an entity shall be the cost of such securities, except where the entity reports its securities holdings in its financial statements on the basis of their market value, and no current information with respect to the cost of those securities has been published. In the latter event, the securities may be valued at market for purposes of this section. In determining the aggregate amount of securities owned and invested on a discretionary basis by an entity, (i) the following instruments and interests shall be excluded: bank deposit notes and certificates of deposit; loan participations; repurchase agreements; securities owned but subject to a repurchase agreement; and currency, interest rate and commodity swaps and (ii) securities owned by subsidiaries of the entity that are consolidated with the entity in its financial statements prepared in accordance with generally accepted accounting principles may be included if the investments of such subsidiaries are managed under the direction of the entity, except that, unless the entity is a reporting company under Section 13 or 15(d) of the Exchange Act, securities owned by such subsidiaries may not be included if the entity itself is a majority-owned subsidiary that would be included in the consolidated financial statements of another enterprise.

- A “small business investment company” licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958 or any Rural Business Investment Company as defined in section 384A of the Consolidated Farm and Rural Development Act;
- A “plan” established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees;
- An “employee benefit plan” within the meaning of Title I of ERISA;
- A trust fund whose trustee is a bank or trust company and whose participants are exclusively plans of the types identified in paragraph (D) or (E) above, except trust funds that include as participants individual retirement accounts or H.R. 10 plans;
- A “business development company” as defined in Section 202(a)(22) of the Investment Advisers Act;
- An organization described in Section 501(c)(3) of the Internal Revenue Code, corporation (other than a bank as defined in Section 3(a)(2) of the Securities Act or a savings and loan association or other institution referenced in Section 3(a)(5)(A) of the Securities Act or a foreign bank or savings and loan association or equivalent institution), partnership, limited liability company or Massachusetts or similar business trust; and
- An “investment adviser” registered under the Investment Advisers Act.
- Any institutional accredited investor, as defined in rule 501(a) under the Securities Act, of a type not listed above.
- A “dealer” registered pursuant to Section 15 of the Exchange Act, acting for its own account or the accounts of other qualified institutional buyers, that in the aggregate owns and invests on a discretionary basis at least \$10 million of securities of issuers that are not affiliated with the dealer; provided, that securities constituting the whole or a part of an unsold allotment to or subscription by a dealer as a participant in a public offering shall not be deemed to be owned by such a dealer;
- A “dealer” registered pursuant to Section 15 of the Exchange Act acting in a riskless principal transaction⁸ on behalf of a qualified institutional buyer;

⁸ For purposes of this section, “riskless principal transaction” means a transaction in which a dealer buys a security from any person and makes a simultaneous offsetting sale of such security to a

An investment company registered under the Investment Company Act, acting for its own account or for the accounts of other qualified institutional buyers, that is part of a “family of investment companies” which own in the aggregate at least \$100 million in securities of issuers, other than issuers that are affiliated with the investment company or are part of such family of investment companies. “Family of investment companies” means any two or more investment companies registered under the Investment Company Act, except for a unit investment trust whose assets consist solely of shares of one or more registered investment companies, that have the same investment adviser (or, in the case of unit investment trusts, the same depositor), provided that, for purposes of this rule:

(A) Each series of a series company (as defined in Rule 18f-2 under the Investment Company Act) shall be deemed to be a separate investment company; and

(B) Investment companies shall be deemed to have the same adviser (or depositor) if their advisers (or depositors) are majority-owned subsidiaries of the same parent, or if one investment company’s adviser (or depositor) is a majority owned subsidiary of the other investment company’s adviser (or depositor);

An entity, all of the equity owners of which are Qualified Institutional Buyers, acting for its own account or the accounts of other Qualified Institutional Buyers;

A “bank” as defined in Section 3(a)(2) of the Securities Act, any savings and loan association or other institution as referenced in Section 3(a)(5)(A) of the Securities Act, or any foreign bank or savings and loan association or equivalent institution, acting for its own account or the accounts of other Qualified Institutional Buyers, that in the aggregate owns and invests on a discretionary basis at least \$100 million in securities of issuers that are not affiliated with it and that has an audited net worth of at least \$25 million as demonstrated in its latest annual financial statements, as of a date not more than 16 months preceding the date of sale under Rule 144A of the Securities Act in the case of a U.S. bank or savings and loan association, and not more than 18 months preceding such date of sale for a foreign bank or savings and loan association or equivalent institution.

IN WITNESS WHEREOF, the undersigned has executed this Questionnaire on and as of the day of .

Name of Investor or Entity:

By: _____

Qualified Institutional Buyer, including another dealer acting as riskless principal for a Qualified Institutional Buyer.

Its: _____
State or Country of Primary Residence: _____
Address: _____
E-mail _____

GARRETT MOTION INC., ET AL.

**SUBSCRIPTION FORM
FOR RIGHTS OFFERING**

(FOR ELIGIBLE SHARES HELD THROUGH NOMINEES)

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS INCLUDED OR SPECIFICALLY REFERENCED IN THE MATERIALS MAILED WITH THESE INSTRUCTIONS AND THE ATTACHED SUBSCRIPTION FORM.

**INSTRUCTIONS TO SUBSCRIPTION FORM IN CONNECTION WITH THE
RESTRUCTURING OF GARRETT MOTION INC. AND ITS AFFILIATED DEBTORS.**

SUBSCRIPTION EXPIRATION DEADLINE

The Subscription Expiration Deadline is 5:00 p.m. New York City time on March 24, 2021.

Please note that your Subscription Form (with accompanying Investor Questionnaire and IRS Form W-9 or appropriate IRS Form W-8, as applicable) must be returned to your Nominee in sufficient time for your instructions to be processed and delivered by your Nominee so that the duly completed Subscription Form (with accompanying Investor Questionnaire and IRS Form W-9 or appropriate IRS Form W-8, as applicable) are received by KCC LLC (the “Subscription Agent”), along with a wire transfer of your Purchase Price to the Subscription Agent, at or prior to the Subscription Expiration Deadline or the subscription represented by your Subscription Form will not be recognized, and you will be deemed forever to have relinquished and waived your right to participate in the Rights Offering.

Eligible Holders should coordinate payment of the Purchase Price through their Nominees so that payment of the Purchase Price is received by Subscription Agent by the Subscription Expiration Deadline.

No person shall be entitled to participate in the Rights Offering or to subscribe for or receive any Offered Shares unless such person is an “accredited investor” within the meaning of Rule 501 under Regulation D of the U.S. Securities Act of 1933 (the “Securities Act”) or a “qualified institutional buyer” within the meaning of Rule 144A of the Securities Act and completes and submits with its Subscription Form the Investor Questionnaire.

The Offered Shares are being distributed and issued by the Company pursuant to the Rights Offering without registration under the Securities Act in reliance upon the exemption provided in Section 4(a)(2) of the Securities Act or the exemption provided in Regulation D under the Securities Act. None of the Subscription Rights subscribe for the Offered Shares in the Rights Offering or the Offering Shares purchased in connection with the exercise of such Subscription Rights distributed pursuant to these Rights Offering Procedures have been or will be registered under the Securities Act at the Subscription Expiration Time (as

defined below), nor under any national, state or local law requiring registration for offer and sale of a security.

All Offered Shares subscribed for pursuant to the Rights Offering will be “restricted securities” within the meaning of Rule 144 under the Securities Act, and accordingly, any Eligible Holder who subscribes for Offered Shares will be subject to restrictions under the Securities Act on its ability to resell such Offered Shares. Each Eligible Holder exercising Subscription Rights hereunder agrees that it will not offer, sell or otherwise transfer any Offered Shares other than pursuant to an effective registration statement under the Securities Act or an available exemption from registration thereunder.

Please consult the Plan, the Disclosure Statement and the Rights Offering Procedures (including the Rights Offering Instructions included therein) for additional information with respect to this Subscription Form. Any terms capitalized but not defined herein shall have the meaning as set forth in the Plan or the Rights Offering Procedures.

If you have any questions, please contact the Subscription Agent via email at GarrettInfo@kccllc.com (with a reference to “Garrett Motion Inc.” in the subject line), or at the following applicable phone number: (866) 812-2297 (domestic toll-free) or 781-575-4050 (international toll).

SUBJECT TO THE TERMS AND CONDITIONS OF THE RIGHTS OFFERING PROCEDURES, ALL SUBSCRIPTIONS SET FORTH IN THIS SUBSCRIPTION FORM ARE IRREVOCABLE.

Terms used and not defined herein shall have the meaning assigned to them in the Plan.

Instructions

To elect to participate in the Rights Offering, you must follow the instructions set out below:

1. **Insert** in Item 1a of your Subscription Form the number of shares of Existing Common Stock you beneficially hold through your Nominee as of the Record Date. If you have any questions about the number of shares of Existing Common Stock held by you, please contact your Nominee.
2. **Complete** the calculation in Item 1b of your Subscription Form, which calculates the Pro Rata Percentage for purposes of your right to purchase Offered Shares in the Rights Offering. Your Pro Rata share shall be rounded up or down to the nearest one-hundredth decimal place (with 0.005 being rounded up).
3. **Complete** the calculation in Item 2a of your Subscription Form, which calculates the Pro Rata Share, which is maximum purchase price for Offered Shares which you are entitled to subscribe for pursuant to the Rights Offering. Such amount must be rounded up or down to nearest whole dollar (with \$0.50 being rounded up).
4. **Insert** in Item 2b of your Subscription Form the Purchase Price you are electing to pay for the Offered Shares, which must be greater than or equal to the Minimum Investment Amount and less than or equal to your Pro Rata Share.
5. **Read** Item 3 of your Subscription Form.
6. **Read, complete and sign** the certification in Item 4 of your Subscription Form. Such execution shall indicate your acceptance and approval of the terms and conditions set forth in these Rights Offering Procedures.
7. **Provide registration information** in Item 5 to indicate the beneficial holder's name and address as you would like it to be reflected in the Company's books and records for registration of the Offered Shares.
8. **Read, complete and sign** the Investor Questionnaire attached as Exhibit A to the Subscription Form.
9. **Read, complete and sign** an IRS Form W-9 if you are a U.S. person. If you are a non-U.S. person, read, complete and sign an appropriate IRS Form W-8. These forms may be obtained from the IRS at its website: www.irs.gov.
10. **Return** your signed Subscription Form (with accompanying Investor Questionnaire and IRS Form W-9 or appropriate IRS Form W-8, as applicable) to your Nominee (or otherwise follow the instructions of your Nominee) in sufficient time for your instructions to be processed and delivered by your Nominee so that the duly completed Subscription Form and IRS Form W-9 or W-8, as applicable, are received by the Subscription Agent on or before the Subscription Expiration Deadline.

14. **Coordinate with your Nominee to arrange for full payment** of the aggregate Purchase Price indicated in Item 2b of your Subscription Form by wire transfer of immediately available funds.

The Purchase Price should be wired in accordance with the wire instructions provided in the Subscription Form.

2b. Purchase Price. The undersigned hereby elects to purchase Offered Shares for a purchase price equal to \$_____ (such amount to be greater than \$[1,000] and not to exceed the Pro Rata Share from item 2(a) above), on the terms and subject to the conditions set forth in the Rights Offering Procedures.

Item 3. Payment Instructions and Share Delivery Information.

Eligible Holders shall coordinate with their Nominees to pay to the Subscription Agreement, by wire transfer ONLY of immediately available funds, the Purchase Price indicated in Item 2b above, so that payment of the Purchase Price is received by the Subscription Agent no later than the Subscription Expiration Deadline.

Please note that the failure to include the claimant name or form number in the reference field of any domestic or international wire payment may result in the rejection of the corresponding rights offering submission. In addition, please also note that payments cannot be aggregated, and one wire should be sent per Subscription Form submission.

PLEASE NOTE: NO RIGHTS OFFERING SUBMISSION WILL BE VALID UNLESS THIS SUBSCRIPTION FORM IS VALIDLY SUBMITTED ALONG WITH THE PURCHASE PRICE TO THE SUBSCRIPTION AGENT ON OR PRIOR TO THE SUBSCRIPTION EXPIRATION DEADLINE.

Item 4. Certification.

The undersigned hereby certifies that (i) the undersigned is the holder of the Eligible Shares above, or the authorized signatory (the "Authorized Signatory") of such holder acting on behalf of the Holder, (ii) the holder has received a copy of the Plan, the Disclosure Statement and the Rights Offering Procedures (including the Rights Offering Instructions included therein), (iii) the holder understands that the exercise of the rights under the Rights Offering is subject to all the terms and conditions set forth in the Plan and the Rights Offering Procedures, (iv) the holder is an "accredited investor" within the meaning of Rule 501 under Regulation D of the U.S. Securities Act or a "qualified institutional buyer" within the meaning of Rule 144A of the Securities Act and, (v) the holder agrees that it will not offer, sell or otherwise transfer any Offered Shares other than pursuant to an effective registration statement under the Securities Act or an available exemption from registration thereunder.

The Holder (or the Authorized Signatory on behalf of such Holder) acknowledges that, by executing this Subscription Form, the Eligible Holder named below (x) has elected to subscribe for Offered Shares for the Purchase Price designated in Item 2b above and will be bound to pay such Purchase Price for Offered Shares it has subscribed for and that it may be liable to the Debtor to the extent of any nonpayment.

Date: _____

Name of Eligible Holder: _____

U.S. Federal Tax EIN/SSN: _____

If non-U.S. person, check here and attach appropriate IRS Form W- 8

If U.S. person, check here and attach IRS Form W-9

Signature: _____

Name of Signatory: _____

Title: _____

Telephone Number: _____

Email: _____

Item 5. Registration Information.

Please indicate on the lines provided below the registration name of the Eligible Holder receiving Offered Shares in whose name the such Offered Shares should be issued, as well as the Eligible Holder's name and address as you would like it to be reflected in the Company's books and records for registration of the Offered Shares. It is strongly recommended that the below information be typed to ensure that it is legible):

Account Name (*Maximum 35 Characters*): _____

Attention (*Maximum 35 Characters*) _____

Address Line 1 (*Maximum 35 Characters*) _____

Address Line 2 (*Maximum 35 Characters*): _____

City: _____ State: _____ Zip: _____

FOREIGN Country Name: _____

US Tax ID/EIN: _____ OR Check here if non-US (no TIN)

Once completed, you must return this Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) only to your Nominee.

Exhibit A

Investor Questionnaire

INVESTOR QUESTIONNAIRE

The information to be provided in this questionnaire (the “Questionnaire”) by the undersigned is relevant to the availability of an exemption from registration under U.S. federal and securities laws in connection with the Rights Offering for Common Stock (the “Offered Shares”) of Garrett Motion Inc. (the “Company”). Unless the context otherwise requires, capitalized terms used but not defined herein have the respective meanings assigned to them in *Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [D.I. •] (as may be amended, modified or supplemented in accordance with the terms thereof, the “Plan”) or the Rights Offering Procedures.

The Company will rely upon the accuracy and completeness of the information provided in this Questionnaire in establishing that the issuance of the Offered Shares is exempt from the registration requirements of the Securities Act of 1933, as amended (the “Securities Act”).

This Questionnaire must be completed, signed and returned to the Company by each Eligible Holder intending to exercise Subscription Rights (each, an “Investor” and collectively, the “Investors”), prior to or at the Subscription Expiration Deadline.

Accordingly, the undersigned is obligated to read this Questionnaire carefully and answer the items contained herein completely and accurately.

The undersigned agrees that, if necessary, this Questionnaire may be presented to such parties as the Company deems appropriate to establish the availability, under the Securities Act or applicable state securities law, of exemption from registration in connection with the Rights Offering for Offered Shares.

This Questionnaire is merely a request for information and is not an offer to sell, a solicitation of an offer to buy, or a sale of any securities.

The undersigned certifies that the undersigned is:

(1) An “accredited investor” as defined in Rule 501(a) of Regulation D promulgated under the Securities Act, because the undersigned is (please check and initial by the appropriate box):

A bank as defined in Section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity;

- A broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”);
- An investment adviser registered pursuant to Section 203 of the Investment Advisers Act of 1940 (the “Investment Advisers Act”) or registered pursuant to the laws of a state;
- An investment adviser relying on the exemption from registering with the Commission under section 203(l) or (m) of the Investment Advisers Act.
- An insurance company as defined in Section 2(a)(13) of the Securities Act;
- An investment company registered under the Investment Company Act of 1940 (the “Investment Company Act”) or a business development company as defined in Section 2(a)(48) of that Act;
- A Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958;
- A Rural Business Investment Company as defined in section 384A of the Consolidated Farm and Rural Development Act.
- A plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000 USD;
- An employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of ERISA, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 USD or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;
- A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act;
- An organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership or limited liability company, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000 USD;
- A director or executive officer of the Company;

- A natural person whose individual net worth, or joint net worth with that person's spouse or spousal equivalent¹⁰, at the time of his or her purchase exceeds \$1,000,000 USD¹¹;
- A natural person who had an individual income in excess of \$200,000 USD in each of the two most recent calendar years (2019 and 2020) or joint income with that person's spouse in excess of \$300,000 USD in each of those years and has a reasonable expectation of reaching the same income level in the current calendar year (2021);
- A trust, with total assets in excess of \$5,000,000 USD, not formed for the specific purpose of acquiring the securities offered whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D promulgated under the Securities Act;
- An entity in which all of the equity owners are accredited investors.
- An entity, of a type not listed above, not formed for the specific purpose of acquiring the securities offered, owning investments¹² in excess of \$5,000,000 USD;
- A natural person holding in good standing one or more professional certifications or designations or credentials from an accredited educational institution that the Securities and Exchange Commission (the "Commission") has designated as qualifying an individual for accredited investor status¹³.

¹⁰ The term "spousal equivalent" shall mean a cohabitant occupying a relationship generally equivalent to that of a spouse.

¹¹ For the purposes of calculating net worth under section: (A) the person's primary residence shall not be included as an asset; (B) indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and (C) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability. For the purposes of calculating joint net worth in this section, "joint net worth" can be the aggregate net worth of the investor and spouse or spousal equivalent; assets need not be held jointly to be included in the calculation. Reliance on the joint net worth standard of this section does not require that the securities be purchased jointly.

¹² As defined in in rule 2a51-1(b) under the Investment Company Act.

¹³ The professional certifications or designations or credentials currently recognized by the Commission as satisfying the above criteria will be posted on the Commission's website.

- A natural person who is a “knowledgeable employee,” as defined in rule 3c-5(a)(4) under the Investment Company Act, of the Company where the Company would be an investment company, as defined in Section 3 of such Act, but for the exclusion provided by either Section 3(c)(1) or Section 3(c)(7) of such Act;
 - A “family office,” as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act: (i) With assets under management in excess of \$5,000,000, (ii) that is not formed for the specific purpose of acquiring the securities offered, and (iii) whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment;
 - A “family client,” as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act, of a family office meeting the requirements of the above paragraph and whose prospective investment in the issuer is directed by such family office pursuant to clause (iii) of the above paragraph; or
- (2) A “qualified institutional buyer” within the meaning of Rule 144A under the Securities Act that is also an “accredited investor”, because the undersigned is (please check and initial by the appropriate box):
- Any of the following entities, acting for its own account or the accounts of other qualified institutional buyers, that in the aggregate owns and invests on a discretionary basis¹⁴ at least \$100 million in securities of issuers that are not affiliated with the entity:
 - An “insurance company” as defined in Section 2(a)(13) of the Securities Act;
 - An “investment company” registered under the Investment Company Act or any “business development company” as defined in Section 2(a)(48) of the Investment Company Act;

¹⁴ The aggregate value of securities owned and invested on a discretionary basis by an entity shall be the cost of such securities, except where the entity reports its securities holdings in its financial statements on the basis of their market value, and no current information with respect to the cost of those securities has been published. In the latter event, the securities may be valued at market for purposes of this section. In determining the aggregate amount of securities owned and invested on a discretionary basis by an entity, (i) the following instruments and interests shall be excluded: bank deposit notes and certificates of deposit; loan participations; repurchase agreements; securities owned but subject to a repurchase agreement; and currency, interest rate and commodity swaps and (ii) securities owned by subsidiaries of the entity that are consolidated with the entity in its financial statements prepared in accordance with generally accepted accounting principles may be included if the investments of such subsidiaries are managed under the direction of the entity, except that, unless the entity is a reporting company under Section 13 or 15(d) of the Exchange Act, securities owned by such subsidiaries may not be included if the entity itself is a majority-owned subsidiary that would be included in the consolidated financial statements of another enterprise.

- A “small business investment company” licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958 or any Rural Business Investment Company as defined in section 384A of the Consolidated Farm and Rural Development Act;
- A “plan” established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees;
- An “employee benefit plan” within the meaning of Title I of ERISA;
- A trust fund whose trustee is a bank or trust company and whose participants are exclusively plans of the types identified in paragraph (D) or (E) above, except trust funds that include as participants individual retirement accounts or H.R. 10 plans;
- A “business development company” as defined in Section 202(a)(22) of the Investment Advisers Act;
- An organization described in Section 501(c)(3) of the Internal Revenue Code, corporation (other than a bank as defined in Section 3(a)(2) of the Securities Act or a savings and loan association or other institution referenced in Section 3(a)(5)(A) of the Securities Act or a foreign bank or savings and loan association or equivalent institution), partnership, limited liability company or Massachusetts or similar business trust; and
- An “investment adviser” registered under the Investment Advisers Act.
- Any institutional accredited investor, as defined in rule 501(a) under the Securities Act, of a type not listed above.
- A “dealer” registered pursuant to Section 15 of the Exchange Act, acting for its own account or the accounts of other qualified institutional buyers, that in the aggregate owns and invests on a discretionary basis at least \$10 million of securities of issuers that are not affiliated with the dealer; provided, that securities constituting the whole or a part of an unsold allotment to or subscription by a dealer as a participant in a public offering shall not be deemed to be owned by such a dealer;
- A “dealer” registered pursuant to Section 15 of the Exchange Act acting in a riskless principal transaction¹⁵ on behalf of a qualified institutional buyer;

¹⁵ For purposes of this section, “riskless principal transaction” means a transaction in which a dealer buys a security from any person and makes a simultaneous offsetting sale of such security to a

An investment company registered under the Investment Company Act, acting for its own account or for the accounts of other qualified institutional buyers, that is part of a “family of investment companies” which own in the aggregate at least \$100 million in securities of issuers, other than issuers that are affiliated with the investment company or are part of such family of investment companies. “Family of investment companies” means any two or more investment companies registered under the Investment Company Act, except for a unit investment trust whose assets consist solely of shares of one or more registered investment companies, that have the same investment adviser (or, in the case of unit investment trusts, the same depositor), provided that, for purposes of this rule:

(A) Each series of a series company (as defined in Rule 18f-2 under the Investment Company Act) shall be deemed to be a separate investment company; and

(B) Investment companies shall be deemed to have the same adviser (or depositor) if their advisers (or depositors) are majority-owned subsidiaries of the same parent, or if one investment company’s adviser (or depositor) is a majority owned subsidiary of the other investment company’s adviser (or depositor);

An entity, all of the equity owners of which are Qualified Institutional Buyers, acting for its own account or the accounts of other Qualified Institutional Buyers;

A “bank” as defined in Section 3(a)(2) of the Securities Act, any savings and loan association or other institution as referenced in Section 3(a)(5)(A) of the Securities Act, or any foreign bank or savings and loan association or equivalent institution, acting for its own account or the accounts of other Qualified Institutional Buyers, that in the aggregate owns and invests on a discretionary basis at least \$100 million in securities of issuers that are not affiliated with it and that has an audited net worth of at least \$25 million as demonstrated in its latest annual financial statements, as of a date not more than 16 months preceding the date of sale under Rule 144A of the Securities Act in the case of a U.S. bank or savings and loan association, and not more than 18 months preceding such date of sale for a foreign bank or savings and loan association or equivalent institution.

IN WITNESS WHEREOF, the undersigned has executed this Questionnaire on and as of the day of .

Name of Investor or Entity:

By: _____

Qualified Institutional Buyer, including another dealer acting as riskless principal for a Qualified Institutional Buyer.

Its: _____
State or Country of Primary Residence: _____
Address: _____
E-mail _____