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

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

**NOTICE OF FILING OF REVISED PROPOSED 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**

**PLEASE TAKE NOTICE** that on January 8, 2021, Garrett Motion Inc. and its affiliated debtors and debtors-in-possession (collectively, the “Debtors”) filed with the United States Bankruptcy Court for the Southern District of New York (the

<sup>1</sup> The last four digits of Garrett Motion Inc.’s tax identification number are 3189. Due to the large number of debtor entities in these Chapter 11 Cases, which are being jointly administered, a complete list of the 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.



“Court”) the *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* [D.I. 714] (the “Motion”)<sup>2</sup> and a proposed form of order approving the Motion (the “Original Proposed Order”) attached to the Motion as Exhibit A.

**PLEASE TAKE FURTHER NOTICE** that on January 8, 2021, the Debtors also filed the *Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [D.I. 712] (the “Original Plan”).

**PLEASE TAKE FURTHER NOTICE** that on January 11, 2021, the Debtors filed the *Supplemental Notice* [D.I. 717] (the “Supplemental Notice”) noting that the Debtors have determined that the most recent proposal made by the parties to that certain Third Amended and Restated Coordination Agreement, dated as of December 22, 2020, by and among Centerbridge Partners, L.P., Oaktree Capital Management, L.P., Honeywell International Inc. and the additional parties named therein (collectively, the “COH Group”) is higher and better and that accordingly, the Debtors entered into a Plan Support Agreement (the “Plan Support Agreement”) with the COH Group.

**PLEASE TAKE FURTHER NOTICE** that since the filing of the Original Plan, the Debtors have amended the Original Plan (the “Amended Plan”) to

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<sup>2</sup> Capitalized terms used but not defined herein are given the meanings ascribed to such terms in the Motion.

reflect the terms of the restructuring transactions contemplated by the Plan Support Agreement.

**PLEASE TAKE FURTHER NOTICE** that in connection with the Amended Plan, the Debtors have revised the Original Proposed Order (the “Revised Proposed Order”) and related exhibits, copies of which are attached hereto as **Exhibit A**. A blackline of the Revised Proposed Order and the related exhibits marked against the Original Proposed Order and the exhibits filed with the Motion is attached hereto as **Exhibit B**.

**PLEASE TAKE FURTHER NOTICE** that copies of the Motion, the Supplemental Notice, the Amended Plan and the Revised Proposed Order may be obtained (i) for a nominal fee from the Court’s electronic docket for the Debtors’ Chapter 11 Cases at <https://www.nysb.uscourts.gov> (a PACER login and password are required and can be obtained through the PACER Service Center at [www.pacer.psc.uscourts.gov](http://www.pacer.psc.uscourts.gov)), or (ii) free of charge by accessing the website of the Debtors’ notice and claims agent, <https://kccllc.net/garrettmotion/>.

Dated: January 22, 2021  
New York, New York

/s/ Andrew G. Dietderich  
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**Exhibit A**

**Revised Proposed 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 in Class 4, Class 5, Class 6 and Class 11, which are 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 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, 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 of Executory Contracts and Unexpired Leases and the Cure Notice substantially in the form attached hereto as Exhibit C 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 of such Executory Contract or Unexpired Lease and (b) the procedures and requirements for such counterparty to assert an objection to the proposed assumption 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 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 of such Executory Contract or Unexpired Lease or the applicable Cure Cost.

5. Solicitation Procedures and Non-Voting Notices. The Solicitation Procedures, including the service of the Solicitation Packages to Holders of Claims and Interests in Voting Classes, the delivery, by electronic mail where possible, of the notice substantially in the form attached hereto as Exhibit E (the “Notice of Unimpaired Status”) to Holders of Claims in Class 1 (Other Secured Claims), Class 2 (Other Priority Claims), Class 3 (Secured Tax Claims) and Class 7 (General Unsecured Claims) (collectively, the “Unimpaired Classes”) and the delivery, by electronic mail where possible, of the notice substantially in the form attached hereto as Exhibit F (the “Notice of Impaired Non-Voting Status”) to Holders of Claims in Class 10 (Section 510(b) Claims) provide Holders with adequate information to make informed decisions with respect to voting on, where applicable, or objecting to, 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 hereto as Exhibit A (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 hereto as Exhibits D-1 to D-7 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 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, Intercompany Interests or Section 510(b) Claims.

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 on the merits.

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 record date for purposes of determining the Holders of Existing Common Stock eligible to participate in the Rights Offering;
- c. **February 25, 2021** shall be the deadline by which the Debtors shall distribute the Solicitation Packages, the Notice of Unimpaired Status, Notice of Impaired Non-Voting Status and Confirmation Hearing Notice to Holders of Claims and Interests, as applicable (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 (as defined below) (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, Notice of Unimpaired Status and Notice of Impaired Non-Voting 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, which are hereby approved:

- a. the cover letter substantially in the form attached hereto as Exhibit B (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 or Master 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 proof of 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 in such Class.

6. No Solicitation Packages shall be distributed to any person to whom the Debtors mailed a notice of the Disclosure Statement Hearing if such notice was returned as undeliverable and after commercially reasonable efforts to locate such party prove unsuccessful.

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 (Section 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 8 (Intercompany Claims) or Class 9 (Intercompany Interests).

11. Subject to the applicable terms of the Restructuring Support Agreement and Plan Support Agreement, the Debtors are hereby authorized to modify the Disclosure Statement, the Plan, 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 form of Ballots and Master Ballots 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 5 and Class 11 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 following procedures shall be used for the determination of Claim amounts for voting purposes:
  - i. Each Holder of a Claim in a Voting Class who has timely filed a Proof of Claim as of the Voting Record Date may vote the face amount of such Claim set forth on the Proof of Claim, except as may be determined by the Debtors<sup>3</sup> or otherwise provided in subsection (iii) or (iv) below;
  - ii. Each Holder of a Claim in a Voting Class who has not filed a Proof of Claim by the Voting Record Date may vote the

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<sup>3</sup> With respect the Ballot for Class 6 Honeywell Plan Claims where Honeywell International Inc. is the sole Holder of such claims, the Debtors shall, solely for purposes of voting on the Plan, include the maximum amount of potential undiscounted payments from the Reorganized Debtors on account of such claims (approximately \$1.250 billion).

face amount of its Claim set forth in the Debtors' Schedules, except as otherwise provided in subsection (iii) or (iv) below;

- iii. If a Claim has been estimated or Allowed for voting purposes by order of this Court, such Claim shall be counted in the amount so estimated or Allowed; or
  - iv. Ballots cast by Holders of contingent, wholly unliquidated, unknown or disputed Claims, including any Claim not included in the Debtors' Schedules and whose Holder has not filed a Proof of Claim by the Voting Record Date, will count (i) solely for satisfying the numerosity requirement of section 1126(c) of the Bankruptcy Code as a Ballot for a Claim in the amount of \$1.00 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 applicable Claim;
  - iii. any Ballot cast by a person or entity that (A) does not hold a Claim in a Voting Class 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. submitted other than through the ballot platform on the Solicitation Agent's website, any Ballot, other than the Master Ballot for Class 5 and Class 11, 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, 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 applicable 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. Notification of Defective Ballots. The Debtors shall notify any Holder submitting a Ballot not in proper form of any such defects and their intent to reject such Ballot if the alleged defects are not remedied within seven days after receipt of notice of such alleged defect; provided that any Holder to which the Debtors provide notice of their intent to reject such Ballot may submit an objection within seven days of receipt of such notice. Any dispute regarding the form of any Ballot shall be determined by the Court.
- g. Waiver Regarding 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.
- h. 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.
- i. 1126(e) Designation. In the event a designation of the vote by a Holder is requested by a party-in-interest under section 1126(e) of the Bankruptcy Code, the Court will determine whether such vote will be counted for purposes of determining whether the Plan has been accepted or rejected.

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 of Executory Contract or Unexpired Lease.

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

17. The Cure Notice, substantially in the form attached hereto as Exhibit C, is hereby approved in its entirety.



18. 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 the Cure Notice on the applicable non-Debtor counterparties to Executory Contracts and Unexpired Leases proposed to be assumed.

19. Any counterparty to an Executory Contract or Unexpired Lease that disputes (i) the proposed Cure Cost, (ii) the ability of the applicable 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 or (iii) otherwise objects to the proposed assumption of its Executory Contract or Unexpired Lease must file an objection (each, a “Contract Objection”) on or before 4:00 p.m. (Eastern Time) on the tenth day after service of the applicable Cure Notice (the “Contract Objection Deadline”) which 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 (as defined below) such that it is received by the Contract Objection Deadline.

20. 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.

21. 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, but subject to the applicable terms of the Plan Support Agreement.

22. The Debtors are authorized to assume the Executory Contracts and Unexpired Leases and reject the Honeywell Terminated 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.

23. The Confirmation Hearing Notice is hereby approved.

24. 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, Attn: Benjamin Higgins, Esq.; (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 Wilmington Savings Fund Society, FSB, 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 Honeywell International Inc., Kirkland & Ellis LLP, 601 Lexington Avenue, New York, NY 10022, Attn: Nicole L. Greenblatt, P.C., Mark McKane, P.C. and Joseph M. Graham;

(j) counsel to Oaktree Capital Management, L.P. and Centerbridge Partners, L.P., as Plan Sponsors, Milbank LLP, 55 Hudson Yards, New York, NY 10003, Attn: Dennis F. Dunne, Andrew M. Leblanc and Andrew C. Harmeyer; (k) counsel to the Additional Investors, Jones Day, 250 Vesey Street, New York, NY 10281, Attn: Anna Kordas and Jones Day, 555 S. Flower St., 50<sup>th</sup> Floor, Los Angeles, CA 90071, Attn: Bruce Bennett, Joshua M. Mester and James O. Johnston; (l) 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; (m) 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;

(n) proposed counsel to the Equity Committee, Kasowitz Benson Torres LLP, 1633 Broadway, New York, NY 10019, Attn: Andrew K. Glenn and David S. Rosner; (o) 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 (p) to the extent not listed herein, those parties requesting notice pursuant to Bankruptcy Rule 2002 (parties listed in (a), (b) and (f) through (q), 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.

25. 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.

26. 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 hereto as Exhibit G 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

27. The Rights Offering Procedures, substantially in the form attached hereto as Exhibit H, are approved.

28. The Rights Offering Materials, substantially in the form attached hereto as Exhibit I, are approved.

29. Subject to the applicable terms of the Plan Support Agreement, 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. Other.

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

31. 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.

32. 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.

33. 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 or 1123 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.

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

35. 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 A**

**Confirmation Hearing Notice**

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

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

**NOTICE OF HEARING TO CONSIDER CONFIRMATION OF DEBTORS’ JOINT  
PLAN OF REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

**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 Debtors’ Amended 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’ Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as may be amended, modified or supplemented, the “Plan”).<sup>2</sup> As detailed below, the hearing to consider confirmation of the Plan is scheduled for **April 6, 2021 at 10:00 a.m. Eastern Time** and objections to confirmation of the Plan must be filed and served no later than **March 24, 2021 at 4:00 p.m. (Eastern Time)**.

**Plan Summary**

The following is an overview of the treatment to be afforded to each Class of Claims or Interests under the Plan. It is provided for convenience only and is specifically qualified by the Plan itself.

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<sup>1</sup> The last four digits of Garrett Motion Inc.’s tax identification number are 3189. Due to the large number of debtor entities in these Chapter 11 Cases, which are being jointly administered, a complete list of the 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.

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

Class	Designation	Status	Voting Rights
1	Other Secured Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
2	Other Priority Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
3	Secured Tax Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
4	Prepetition Credit Agreement Claims	Impaired or Unimpaired	Entitled to Vote
5	Senior Subordinated Noteholder Claims	Impaired or Unimpaired	Entitled to Vote
6	Honeywell Plan Claims	Impaired	Entitled to Vote
7	General Unsecured Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
8	Intercompany Claims	Impaired or Unimpaired	Not Entitled to Vote (Presumed to Accept or Deemed to Reject)
9	Intercompany Interests	Impaired or Unimpaired	Not Entitled to Vote (Presumed to Accept or Deemed to Reject)
10	Section 510(b) Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
11	Existing Common Stock	Impaired	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 Terminated Agreements that are Executory Contracts or Unexpired Leases will be deemed rejected as of the Effective Date in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code.

At least 14 days before the Confirmation Hearing, the Debtors will file with the Court 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 record date for purposes of determining the Holders of Claims and Interests entitled to vote on the Plan is **February 15, 2021**. The deadline for Holders of Claims and Interests entitled to vote on the Plan to vote on the Plan is **March 24, 2021 at 8:00 p.m. Eastern Time**.

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 or Plan Support 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, 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; (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 Wilmington Savings Fund Society, FSB, 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 Honeywell International Inc., Kirkland & Ellis LLP, 601 Lexington Avenue, New York, NY 10022, Attn: Nicole L. Greenblatt, P.C., Mark McKane, P.C. and Joseph M. Graham; (k) counsel to Oaktree Capital Management, L.P. and Centerbridge Partners, L.P., as Plan Sponsors, Milbank LLP, 55 Hudson Yards, New York, NY 10003, Attn: Dennis F. Dunne, Andrew M. Leblanc and Andrew C. Harmeyer; (l) counsel to the Additional Investors, Jones Day, 250 Vesey Street, New York, NY 10281, Attn: Anna Kordas and Jones Day, 555 S. Flower St., 50<sup>th</sup> Floor, Los Angeles, CA 90071, Attn: Bruce Bennett, Joshua M. Mester and James O. Johnston; and (m) 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.sdnycourts.gov> (a PACER login and password are required and can be obtained through the PACER Service Center at [www.pacer.psc.uscourts.gov](http://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, the Plan Supplement, the Disclosure Statement or the 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**

THEIR BALLOTS OR ELECTION FORMS, 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.<sup>3</sup>

### 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, Reorganized Debtors and their Estates, including any successor and assign to the Debtors, the 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 their 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 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, preparation, dissemination, implementation, administration, confirmation and/or effectuation of the Restructuring Support Agreement (and each prior version thereof), the Plan Support Agreement (and each prior version thereof, including the Coordination Agreement), the Equity Commitment Letters, the Debt Commitment Letters, the Equity Backstop Commitment Agreement, the Plan, any plan supplement, any 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**

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<sup>3</sup> Holders of Claims who vote to accept the Plan will be deemed to consent to the Third-Party Release whether or not they check the box on their respective Ballot to "opt-in" to the Third-Party Release.

order in a court of competent jurisdiction to have constituted gross negligence, willful misconduct, 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 respective 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 Restructuring Support Agreement (and each prior version thereof), the Plan Support Agreement (and each prior version thereof, including the Coordination Agreement), the Equity Commitment Letters, the Debt Commitment Letters, the Equity Backstop Commitment Agreement, any disclosure statement, the Plan, any 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 or other actions taken in furtherance of confirmation or consummation of the Plan); (iv) the offer or issuance of any securities under or in connection with the Plan; or (v) the administration or 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, fraud or a criminal act.

**Section 11.9 of the Plan contains the following Voluntary Release by Holders of Claims and Interests**

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 reorganization contemplated by the Plan, the release of mortgages, liens and security interests on property of the Estates, and distributions made pursuant to the Plan, 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 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 their 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, preparation, dissemination, implementation, administration, confirmation and/or effectuation of the Restructuring Support Agreement (and each prior version thereof), the Plan Support Agreement (and each prior version thereof, including the Coordination Agreement), the Equity Commitment Letters, the Debt Commitment Letters, the Equity Backstop Commitment Agreement, the Plan, any plan supplement, any 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, fraud, or a criminal act.

Notwithstanding the foregoing, no Releasing Party shall be deemed to have released (a) any Section 510(b) Claim against the Debtors, or (b) any claim arising from rescission of a purchase or sale of Existing Common Stock or for damages arising from the purchase or sale of Existing Common Stock against one or more of the Debtors' current or former officers or directors; *provided* that each Releasing Party shall only be entitled to assert the claims identified in subclause (b) above as a member of a class in a class action in which such Releasing Party is not a lead plaintiff and to respond to or oppose any objections or challenges to such Releasing Party's inclusion in such class action.

**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 validly 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  
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Telephone: (212) 558-4000  
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kranzleya@sullcrom.com  
bellerb@sullcrom.com

*Counsel to the Debtors*

**Exhibit B**

**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 Debtors’ Amended 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’ Amended 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. Therefore, you should read this letter carefully and discuss it with your attorney. If you do not have an attorney, you may wish to consult one.

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 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 envelope<sup>1</sup>.

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<sup>1</sup> Service of the Solicitation Package by electronic mail to Holders for which email addresses are available, as well as to beneficial holders of Class 5 Senior Subordinated Noteholder Claims and Class 11 Existing Common Stock, will not contain a pre-addressed, postage pre-paid return envelope.



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 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](mailto: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 C**

**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> , <sup>1</sup>	:	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 Debtors’ Amended 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 *Debtors’ Amended Joint Plan of Reorganization Under Chapter 11 of*

<sup>1</sup> The last four digits of Garrett Motion Inc.’s tax identification number are 3189. Due to the large number of debtor entities in these Chapter 11 Cases, which are being jointly administered, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ claims and noticing agent at <http://www.kccllc.net/garrettmotion>. The Debtors’ corporate headquarters is located at La Pièce 16, Rolle, Switzerland.

*the Bankruptcy Code* [D.I. \_\_\_] (including all schedules, annexes and exhibits thereto and as may be amended, modified or supplemented from time to time, the “Plan”)<sup>2</sup> 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.<sup>3</sup>**

**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 Wilmington Savings Fund Society, FSB, as administrative agent under the Debtors’ prepetition credit facility, Stroock & Stroock & Lavan LLP, 180 Maiden Lane, New York, NY 10038, Attn: Kristopher M.

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

<sup>3</sup> 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.

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 Honeywell International Inc., Kirkland & Ellis LLP, 601 Lexington Avenue, New York, NY 10022, Attn: Nicole L. Greenblatt, P.C., Mark McKane, P.C. and Joseph M. Graham; (k) counsel to Oaktree Capital Management, L.P. and Centerbridge Partners, L.P., as Plan Sponsors, Milbank LLP, 55 Hudson Yards, New York, NY 10003, Attn: Dennis F. Dunne, Andrew M. Leblanc and Andrew C. Harmeyer; (l) counsel to the Additional Investors, Jones Day, 250 Vesey Street, New York, NY 10281, Attn: Anna Kordas and Jones Day, 555 S. Flower St., 50<sup>th</sup> Floor, Los Angeles, CA 90071, Attn: Bruce Bennett, Joshua M. Mester and James O. Johnston; and (m) 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.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](http://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, the Plan Supplement, the Disclosure Statement or the 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*

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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  
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gluecksteinb@sullcrom.com  
kranzleya@sullcrom.com  
bellerb@sullcrom.com

*Counsel to the Debtors*

**Schedule 1**

<b>Debtor</b>	<b>Counterparty</b>	<b>Description of Contract</b>	<b>Cure Cost (If Any)</b>



**EXHIBIT D-1**

**Prepetition Credit Agreement Claims Ballot**

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

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

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

**CLASS 4  
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.

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<sup>1</sup> The last four digits of Garrett Motion Inc.’s tax identification number are 3189. Due to the large number of debtor entities in these Chapter 11 Cases, which are being jointly administered, a complete list of the 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 its affiliated debtors and debtors-in-possession (collectively, the “Debtors”) are soliciting votes with respect to the proposed *Debtors’ Amended 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 Debtors’ Amended 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 4 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 4—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, Reorganized Debtors and their Estates, including any successor and assign to the Debtors, the 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 their 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 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, preparation, dissemination, implementation, administration, confirmation and/or effectuation of the Restructuring Support Agreement (and each prior version thereof), the Plan Support Agreement (and each prior version thereof, including the Coordination Agreement), the Equity Commitment Letters, the Debt Commitment Letters, the Equity Backstop Commitment Agreement, the Plan, any plan supplement, any 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, 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 respective 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 Restructuring Support Agreement (and each prior version thereof), the Plan Support Agreement (and each prior version thereof, including the Coordination Agreement), the Equity Commitment Letters, the Debt Commitment Letters, the Equity Backstop Commitment Agreement, any disclosure statement, the Plan, any 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 or other actions taken in furtherance of confirmation or consummation of the Plan); (iv) the offer or issuance of any securities under or in connection with the Plan; or (v) the administration or 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, fraud or a criminal act.

**Section 11.9 of the Plan contains the following Voluntary Release by Holders of Claims and Interests**

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 reorganization contemplated by the Plan, the release of mortgages, liens and security interests on property of the Estates, and distributions made pursuant to the Plan, 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 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 their 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, preparation, dissemination, implementation, administration, confirmation and/or effectuation of the Restructuring Support Agreement (and each prior version thereof), the Plan Support Agreement (and each prior version thereof, including the Coordination Agreement), the Equity Commitment Letters, the Debt Commitment Letters, the Equity Backstop Commitment Agreement, the Plan, any plan supplement, any 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, fraud, or a criminal act.

Notwithstanding the foregoing, no Releasing Party shall be deemed to have released (a) any Section 510(b) Claim against the Debtors, or (b) any claim arising from rescission of a purchase or sale of Existing Common Stock or for damages arising from the purchase or sale of Existing Common Stock against one or more of the Debtors' current or former officers or directors; *provided* that each Releasing Party shall only be entitled to assert the claims identified in subclause (b) above as a member of a class in a class action in which such Releasing Party is not a lead plaintiff and to respond to or oppose any objections or challenges to such Releasing Party's inclusion in such class action.

**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 validly 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 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 (in Dollars) of Claims Held as of the Voting Record Date	Vote to Accept or Reject the Plan
4	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 4 Prepetition Credit Agreement Claims set forth in Item 1 elects to:

<input type="checkbox"/> <b>OPT-IN</b> to the voluntary release in Section 11.9 of the Plan
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**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 4 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 4 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 4; and
- (d) no other Ballots with respect to the amount of the Claims in Class 4 identified in Item 1 have been cast or, if any other Ballots have been cast with respect to such Claims, then any such earlier cast 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 4 – 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 Appendix 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) if you vote against the Plan or abstain from voting, 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 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 D-2**

**Senior Subordinated Noteholder Claims Master Ballot**





**BENEFICIAL HOLDER BALLOT. YOU SHOULD INDICATE SUCH BENEFICIAL HOLDERS' VOTE IN ITEM 2 HEREIN.**

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Garrett Motion Inc. and its affiliated debtors and debtors-in-possession (collectively, the “Debtors”) are soliciting votes with respect to the proposed *Debtors’ Amended 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 Debtors’ Amended 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 5 on behalf of one or more beneficial holders of Senior Subordinated Notes (each, a “Beneficial Holder”) 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 a 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 5 Senior Subordinated Noteholder Claims entitled to vote are identified on Exhibit A attached hereto.**

**THE VOTES OF YOUR BENEFICIAL HOLDERS WILL BE APPLIED TO EACH DEBTOR WITH CLASS 5 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 transmitting the votes of your Beneficial Holders to accept or reject the Plan and certain elections and 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 your 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.

Your Beneficial Holders of Senior Subordinated Noteholder Claims for whom you are the Nominee should review the Disclosure Statement, the Plan, and the instructions contained in the Beneficial Holder Ballots before they cast their votes. Such Beneficial Holders may wish to seek legal advice concerning the Plan and the Plan’s classification and treatment of their 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, Reorganized Debtors and their Estates, including any successor and assign to the Debtors, the 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 their 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 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, preparation, dissemination, implementation, administration, confirmation and/or effectuation of the Restructuring Support Agreement (and each prior version thereof), the Plan Support Agreement (and each prior version thereof, including the Coordination Agreement), the Equity Commitment Letters, the Debt Commitment Letters, the Equity Backstop Commitment Agreement, the Plan, any plan supplement, any 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, 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 respective 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 Restructuring Support Agreement (and each prior version thereof), the Plan Support Agreement (and each prior version thereof, including the Coordination Agreement), the Equity Commitment Letters, the Debt Commitment Letters, the Equity Backstop Commitment Agreement, any disclosure statement, the Plan, any 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 or other actions taken in furtherance of confirmation or consummation of the Plan); (iv) the offer or issuance of any securities under or in connection with the Plan; or (v) the administration or 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, fraud or a criminal act.

**Section 11.9 of the Plan contains the following Voluntary Release by Holders of Claims and Interests**

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 reorganization contemplated by the Plan, the release of mortgages, liens and security interests on property of the Estates, and distributions made pursuant to the Plan, 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 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 their 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, preparation, dissemination, implementation, administration, confirmation and/or effectuation of the Restructuring Support Agreement (and each prior version thereof), the Plan Support Agreement (and each prior version thereof, including the Coordination Agreement), the Equity Commitment Letters, the Debt Commitment Letters, the Equity Backstop Commitment Agreement, the Plan, any plan supplement, any 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, fraud, or a criminal act.

Notwithstanding the foregoing, no Releasing Party shall be deemed to have released (a) any Section 510(b) Claim against the Debtors, or (b) any claim arising from rescission of a purchase or sale of Existing Common Stock or for damages arising from the purchase or sale of Existing Common Stock against one or more of the Debtors' current or former officers or directors; *provided* that each Releasing Party shall only be entitled to assert the claims identified in subclause (b) above as a member of a class in a class action in which such Releasing Party is not a lead plaintiff and to respond to or oppose any objections or challenges to such Releasing Party's inclusion in such class action.

**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 validly 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 5 Senior Subordinated Noteholder Claims listed in Item 2 below, and is the record holder of the applicable notes; 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 5 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 5 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. Claims Vote on Plan.**

The undersigned transmits the following votes of Beneficial Holders and certifies that the following Beneficial Holders, as identified by their respective customer account numbers set forth below, are the Beneficial Holders of the Claims voted 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.

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

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 Claims to accept or reject the Plan and may not split its 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 should 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 which Holder, if any, that is voting to reject the Plan or is 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	Principal Amount of Class 5 Senior Subordinated Noteholder Claims 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 Voluntary Release by Holders of Claims and Interests
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"/>
<b>TOTALS</b>	€				

**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 5 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 <u>Item 3</u> of the Beneficial Holder Ballot	Transcribe from <u>Item 3</u> of the Beneficial Holder Ballot			
	Customer Account Number at Other Nominee	Name of Other Registered Holder or Nominee	Principal Amount of Other Class 5 Senior Subordinated Noteholder Claims Voted	ISIN of Other Class 5 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 delivered the Solicitation Packages, including the Disclosure Statement and the Beneficial Holder Ballots, 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 Beneficial Holders of the Senior Subordinated Noteholder Claims listed in Item 2 above, or it has otherwise been authorized by each such Beneficial Holder to transmit its 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 cast 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; (iv) each such Beneficial Holder's certification as to other Claims voted in the same Class and the customer account or other identification number for each such Beneficial Holder and (v) where applicable, each such Beneficial Holder's election with respect to the releases contained in the Plan; 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 5 – 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 Appendix A to the Disclosure Statement. Capitalized terms used in this Master 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 Packages to all your 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 your Beneficial Holders in accordance with your customary practices. You are authorized to collect votes to accept or to reject the Plan from your 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 your Beneficial Holders through online voting, by phone, facsimile, or other electronic means. The votes cast by your Beneficial Holders 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 such votes by **the Voting Deadline of March 24, 2021 at 8:00 p.m. (Eastern Time)**, or otherwise validate their Beneficial Holder Ballots in a manner acceptable to the Solicitation Agent. You should advise your Beneficial Holders to return their individual Beneficial Holder Ballots (or otherwise transmit their vote) to you by a date calculated to allow you 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.
4. 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, 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.

5. If your Master Ballot is received after the Voting Deadline and if the Voting Deadline is not extended, the votes cast thereby 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 Holders of the applicable Claims;
  - any Master Ballot cast by an entity that is not a Nominee for a Beneficial Holder of Class 5 Senior Subordinated Noteholder Claims or otherwise has the right to cast ballots on behalf of such Beneficial Holder 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 transmitting the vote submitted by any party not entitled to cast a vote with respect to the Plan.
6. 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.
7. 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.
8. After the Voting Deadline, no Master Ballot may be withdrawn or modified without the prior consent of the Debtors.
9. If you are both the Nominee and the Beneficial Holder of any Senior Subordinated Noteholder 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. A Beneficial Holder Ballot that partially rejects and partially accepts the Plan will not be counted.

10. 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.
11. Please be sure to sign and date the Master Ballot. If you are signing this Master 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 specify such 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 the applicable Nominee. 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.
12. 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.
13. 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 Nominee in the Senior Subordinated Notes 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 Senior Subordinated Notes 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 Senior Subordinated Notes; 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 MASTER BALLOT PROMPTLY.**

**IF YOU HAVE ANY QUESTIONS REGARDING THIS MASTER 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  
MASTER BALLOT ON OR BEFORE MARCH 24, 2021 AT 8:00 P.M.  
(EASTERN TIME), YOUR BENEFICIAL HOLDERS' VOTES WILL NOT BE  
COUNTED.**

**Exhibit A**

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

**CLASS 5 – SENIOR SUBORDINATED NOTEHOLDER CLAIMS**

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

**EXHIBIT D-3**

**Senior Subordinated Noteholder Claims Beneficial Ballot**





Garrett Motion Inc. and its affiliated debtors and debtors-in-possession (collectively, the “Debtors”) are soliciting votes with respect to the proposed *Debtors’ Amended 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 Debtors’ Amended 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 (this “Beneficial Holder Ballot”) because you have been identified as a Beneficial Holder of a Senior Subordinated Noteholder Claim in Class 5 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 elect to opt-in to the release, exculpation and injunction provisions contained in Section 11.9 of the Plan.** ISIN for Class 5 Claims entitled to vote are identified on Exhibit A attached hereto.

You can cast your vote through this Beneficial Holder Ballot by returning 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”) reflecting your vote on 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.

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 elections and 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

### **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 5—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, Reorganized Debtors and their Estates, including any successor and assign to the Debtors, the 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 their 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 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, preparation, dissemination, implementation, administration, confirmation and/or effectuation of the Restructuring Support Agreement (and each prior version thereof), the Plan Support Agreement (and each prior version thereof, including the Coordination Agreement), the Equity Commitment Letters, the Debt Commitment Letters, the Equity Backstop Commitment Agreement, the Plan, any plan supplement, any 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, 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 respective 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 Restructuring Support Agreement (and each prior version thereof), the Plan Support Agreement (and each prior version thereof, including the Coordination Agreement), the Equity Commitment Letters, the Debt Commitment Letters, the Equity Backstop Commitment Agreement, any disclosure statement, the Plan, any 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 or other actions taken in furtherance of confirmation or consummation of the Plan); (iv) the offer or issuance of any securities

under or in connection with the Plan; or (v) the administration or 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, fraud or a criminal act.

**Section 11.9 of the Plan contains the following Voluntary Release by Holders of Claims and Interests**

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 reorganization contemplated by the Plan, the release of mortgages, liens and security interests on property of the Estates, and distributions made pursuant to the Plan, 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 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 their 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, preparation, dissemination, implementation, administration, confirmation and/or effectuation of the Restructuring Support Agreement (and each prior version thereof), the Plan Support Agreement (and each prior version thereof, including the Coordination Agreement), the Equity Commitment Letters, the Debt Commitment Letters, the Equity Backstop Commitment Agreement, the Plan, any plan supplement, any 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, fraud, or a criminal act.

Notwithstanding the foregoing, no Releasing Party shall be deemed to have released (a) any Section 510(b) Claim against the Debtors, or (b) any claim arising from

rescission of a purchase or sale of Existing Common Stock or for damages arising from the purchase or sale of Existing Common Stock against one or more of the Debtors' current or former officers or directors; *provided* that each Releasing Party shall only be entitled to assert the claims identified in subclause (b) above as a member of a class in a class action in which such Releasing Party is not a lead plaintiff and to respond to or oppose any objections or challenges to such Releasing Party's inclusion in such class action.

**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 validly 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 in order to have your vote counted.

Please note that you are voting all of your Class 5 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 for 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 Class 5 Claims votes to (*please check one and only one box*):

Voting Class	Description	Principal Amount of Claims Held as of the Voting Record Date	Vote to Accept or Reject the Plan
5	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 5 Senior Subordinated Noteholder Claims set forth in Item 1 elects to:

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

<p><b>THE PLAN WILL BIND ALL HOLDERS OF CLAIMS AGAINST AND INTERESTS IN THE DEBTORS TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW.</b></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 5 – 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 5 – Senior Subordinated Noteholder Claims for which it has submitted additional Beneficial Holder Ballots, each of which reflects 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**

<b>Your Name or Customer Account Number for Other Account for Which a Ballot Has been Submitted</b>	<b>Name of Registered Holder or Nominee (if applicable)</b>	<b>Principal Amount of Other Class 5 – Prepetition Notes Claims Voted</b>	<b>ISIN of Other Class 5 – Senior Subordinated Noteholder Claim Voted</b>
		€	
		€	
		€	

**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 5 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 5 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 Claims in Class 5 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 cast 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 5 – SENIOR SUBORDINATED NOTEHOLDER CLAIMS**

**INSTRUCTIONS FOR COMPLETING THIS BENEFICIAL HOLDER BALLOT**

1. The Debtors are soliciting the votes of Holders of certain Claims with respect to the Plan attached as Appendix A to the Disclosure Statement. Capitalized terms used in this Ballot or in these instructions but not otherwise defined therein or herein 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) if you vote against the Plan or abstain from voting, 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 5 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, your vote will not be counted unless the Debtors determine otherwise. In all cases, you 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 timely received valid Beneficial Holder Ballot 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, you should not surrender certificates or instruments representing or evidencing your 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 the applicable 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 in Class 5, the Debtors may, in their discretion, aggregate your Claims in Class 5 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 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 REFLECTING YOUR VOTE ON OR BEFORE MARCH 24, 2021 AT 8:00 P.M. (EASTERN TIME), YOUR VOTE WILL NOT BE COUNTED.**

**EXHIBIT A**

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

**CLASS 5 – SENIOR SUBORDINATED NOTES CLAIMS**

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

**EXHIBIT D-4**

**Honeywell Plan Claims Ballot**



Garrett Motion Inc. and its affiliated debtors and debtors-in-possession (collectively, the “Debtors”) are soliciting votes with respect to the proposed *Debtors’ Amended 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 Debtors’ Amended 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 elections and 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, Reorganized Debtors and their Estates, including any successor and assign to the Debtors, the 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 their 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 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, preparation, dissemination, implementation, administration, confirmation and/or effectuation of the Restructuring Support Agreement (and each prior version thereof), the Plan Support Agreement (and each prior version thereof, including the Coordination Agreement), the Equity Commitment Letters, the Debt Commitment Letters, the Equity Backstop Commitment Agreement, the Plan, any plan supplement, any 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, 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 respective 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 Restructuring Support Agreement (and each prior version thereof), the Plan Support Agreement (and each prior version thereof, including the Coordination Agreement), the Equity Commitment Letters, the Debt Commitment Letters, the Equity Backstop Commitment Agreement, any disclosure statement, the Plan, any 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 or other actions taken in furtherance of confirmation or consummation of the Plan); (iv) the offer or issuance of any securities under or in connection with the Plan; or (v) the administration or 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, fraud or a criminal act.

**Section 11.9 of the Plan contains the following Voluntary Release by Holders of Claims and Interests**

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 reorganization contemplated by the Plan, the release of mortgages, liens and security interests on property of the Estates, and distributions made pursuant to the Plan, 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 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 their 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, preparation, dissemination, implementation, administration, confirmation and/or effectuation of the Restructuring Support Agreement (and each prior version thereof), the Plan Support Agreement (and each prior version thereof, including the Coordination Agreement), the Equity Commitment Letters, the Debt Commitment Letters, the Equity Backstop Commitment Agreement, the Plan, any plan supplement, any 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, fraud, or a criminal act.

Notwithstanding the foregoing, no Releasing Party shall be deemed to have released (a) any Section 510(b) Claim against the Debtors, or (b) any claim arising from rescission of a purchase or sale of Existing Common Stock or for damages arising from the purchase or sale of Existing Common Stock against one or more of the Debtors' current or former officers or directors; *provided* that each Releasing Party shall only be entitled to assert the claims identified in subclause (b) above as a member of a class in a class action in which such Releasing Party is not a lead plaintiff and to respond to or oppose any objections or challenges to such Releasing Party's inclusion in such class action.

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

**INSTRUCTIONS FOR COMPLETING THIS BALLOT**

1. The Debtors are soliciting the votes of Holders of Claims with respect to the Plan attached as Appendix 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) if you vote against the Plan or abstain from voting, 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 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 D-5**

**Existing Common Stock Master Ballot**



**HOLDERS OF CLASS 11 EXISTING COMMON STOCK THAT VOTE IN FAVOR OF THE PLAN CAN EXERCISE THE CASH-OUT OPTION TO RECEIVE CASH IN LIEU OF (I) SHARES OF GMI COMMON STOCK IN NEW GMI AND (II) THE SUBSCRIPTION RIGHTS, IN WHICH CASE SUCH HOLDER SHALL RECEIVE CASH IN LIEU OF (I) SUCH SHARES OF GMI COMMON STOCK IN NEW GMI AND (II) SUCH SUBSCRIPTION RIGHTS.**

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Garrett Motion Inc. and its affiliated debtors and debtors-in-possession (collectively, the “Debtors”) are soliciting votes with respect to the proposed *Debtors’ Amended 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 Debtors’ Amended 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 11 on behalf of one or more beneficial holders of Existing Common Stock (each, a “Beneficial Holder”) 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.**

**THE VOTES OF YOUR BENEFICIAL HOLDERS SHALL BE APPLIED TO EACH DEBTOR WITH CLASS 11 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 transmitting the votes of your Beneficial Holders to accept or reject the Plan and certain elections and 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.

Your Beneficial Holders of Existing Common Stock for whom you are the Nominee should review the Disclosure Statement, the Plan, and the instructions contained in the Beneficial Holder Ballots before they cast their votes. Such Beneficial Holders may wish to seek legal advice concerning the Plan and the Plan’s classification and treatment of their 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 contained in Section 11.9 of the Plan.**

**Beneficial Holders who vote in favor of the Plan may exercise the Cash-Out Option to receive Cash in lieu of (i) shares of GMI Common Stock in New GMI and (ii) the Subscription Rights, in which case such Holders shall receive Cash in lieu of (i) such shares of GMI Common Stock in New GMI and (ii) such Subscription Rights.**

**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, Reorganized Debtors and their Estates, including any successor and assign to the Debtors, the 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 their 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 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, preparation, dissemination, implementation, administration, confirmation and/or effectuation of the Restructuring Support Agreement (and each prior version thereof), the Plan Support Agreement (and each prior version thereof, including the Coordination Agreement), the Equity Commitment Letters, the Debt Commitment Letters, the Equity Backstop Commitment Agreement, the Plan, any plan supplement, any 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, 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 respective 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 Restructuring Support Agreement (and each prior version thereof), the Plan Support Agreement (and each prior version thereof, including the Coordination Agreement), the Equity Commitment Letters, the Debt Commitment Letters, the Equity Backstop Commitment Agreement, any disclosure statement, the Plan, any 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 or other actions taken in furtherance of confirmation or consummation of the Plan); (iv) the offer or issuance of any securities under or in connection with the Plan; or (v) the administration or 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, fraud or a criminal act.

**Section 11.9 of the Plan contains the following Voluntary Release by Holders of Claims and Interests**

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 reorganization contemplated by the Plan, the release of mortgages, liens and security interests on property of the Estates, and distributions made pursuant to the Plan, 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 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 their 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, preparation, dissemination, implementation, administration, confirmation and/or effectuation of the Restructuring Support Agreement (and each prior version thereof), the Plan Support Agreement (and each prior version thereof, including the Coordination Agreement), the Equity Commitment Letters, the Debt Commitment Letters, the Equity Backstop Commitment Agreement, the Plan, any plan supplement, any 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, fraud, or a criminal act.

Notwithstanding the foregoing, no Releasing Party shall be deemed to have released (a) any Section 510(b) Claim against the Debtors, or (b) any claim arising from rescission of a purchase or sale of Existing Common Stock or for damages arising from the purchase or sale of Existing Common Stock against one or more of the Debtors' current or former officers or directors; *provided* that each Releasing Party shall only be entitled to assert the claims identified in subclause (b) above as a member of a class in a class action in which such Releasing Party is not a lead plaintiff and to respond to or oppose any objections or challenges to such Releasing Party's inclusion in such class action.

**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 validly 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 11 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 11 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 11 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, as identified by their respective customer account numbers set forth below, are the Beneficial Holders of the Interests voted 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.

The Plan, though proposed jointly, constitutes a separate Plan proposed by each Debtor. Accordingly, the vote cast by each Beneficial Holder will be applied in the same manner and in the same number of shares against each applicable Debtor.

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 its 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 should 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 which Holder, if any, that is voting to reject the Plan or is abstaining from voting on the Plan has opted in to the release contained in Section 11.9 of the Plan.**

Beneficial Holders that vote in favor of the Plan may exercise the Cash-Out Option to receive Cash in lieu of (i) shares of GMI Common Stock in New GMI and (ii) the Subscription Rights, in which case such Holders shall receive Cash in lieu of (i) such shares of GMI Common Stock in New GMI and (ii) such Subscription Rights. Such Beneficial Holders may exercise the Cash-Out Option for all or none of its Existing Common Stock and may not make a partial election to receive Cash in lieu of (i) shares of GMI Common Stock in New GMI and (ii) the Subscription Rights. If any Beneficial Holder exercises the Cash-Out Option only for a portion of its Existing Common Stock, such Beneficial Holder will be deemed to have not made the election.

The shares held by those Beneficial Holders exercising the Cash-Out Option are to be tendered into the account established by the Depository Trust Company (“DTC”) for such purpose. Input the corresponding VOI number received from DTC in the appropriate column in the table below if the Beneficial Holder has exercised the Cash-Out Option. 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	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	Item 2.C Check the box and input DTC 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 Voluntary Release by Holders of Claims and Interests	Cash-Out Option	VOI Number
1		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>TOTALS</b>							

**Item 3. Certifications.**

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

- (a) it has delivered the Solicitation Packages, including the Disclosure Statement and the Beneficial Holder Ballots, 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 Beneficial Holders of the Existing Common Stock listed in Item 2 above, or it has otherwise been authorized by each such Beneficial Holder to transmit each such Beneficial Holder's 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 Interests, then any such earlier cast 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; (iv) the customer account or other identification number for each such Beneficial Holder and (v) where applicable, each such Beneficial Holder's election with respect to the releases contained in the Plan; 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 11 – 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 Appendix A to the Disclosure Statement. Capitalized terms used in this Master 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 your 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 in accordance with your customary practices. You are authorized to collect votes to accept or to reject the Plan from your 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. The votes cast by your Beneficial Holders 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 their votes 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. You should advise your Beneficial Holders to return their individual Beneficial Holder Ballots (or otherwise transmit their vote) to you by a date calculated to allow you 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.
4. 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.
5. 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 Holders of the applicable Interests;
  - any Master Ballot cast by an entity that is not a Nominee for a Beneficial Holder of Class 11 Existing Common Stock or otherwise has the right to cast ballots on behalf of such Beneficial Holder 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 transmitting the vote submitted by any party not entitled to cast a vote with respect to the Plan.
6. 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.
7. If multiple Master Ballots are received from the same Nominee with respect to the same Interests prior to the Voting Deadline, the last Master Ballot timely received will supersede and revoke any earlier received Master Ballots.
8. After the Voting Deadline, no Master Ballot may be withdrawn or modified without the prior consent of the Debtors.
9. If you are both the Nominee and the Beneficial Holder of any Existing Common Stock, you may return a Beneficial Holder Ballot or Master Ballot for such Interests and you must vote all of your Interests in the same Class to either accept or reject the Plan and may not split your vote. A Beneficial Holder Ballot that partially rejects and partially accepts the Plan must not be counted.
10. Beneficial Holders that vote to accept the Plan may exercise all or none of the Cash-Out Option and may not make a partial election to receive cash in lieu of (i) shares of GMI Common Stock in New GMI and (ii) the Subscription Rights. If a Beneficial Holder of any of the Existing Common Stock partially exercises the Cash-Out Option 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 this Master Ballot that such Beneficial Holder did not exercise the Cash-Out Option.

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. 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 specify such 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 the applicable Nominee. 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 Interests, 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 Nominees in the Existing Common Stock 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 Existing Common Stock 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 Existing Common Stock; 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 Interest amount.

**PLEASE RETURN YOUR MASTER BALLOT PROMPTLY.**

**IF YOU HAVE ANY QUESTIONS REGARDING THIS MASTER 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 D-6**

**Existing Common Stock Beneficial Ballot**

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

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

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

**BENEFICIAL HOLDER BALLOT FOR  
HOLDERS OF CLASS 11 EXISTING COMMON STOCK**

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

**IN ORDER FOR YOUR VOTE AND ELECTIONS TO BE COUNTED, YOU  
MUST FOLLOW THE DIRECTIONS OF YOUR NOMINEE AND ALLOW  
SUFFICIENT TIME FOR YOUR NOMINEE TO RECEIVE YOUR VOTE AND  
TRANSMIT SUCH VOTE ON A MASTER BALLOT, WHICH MASTER BALLOT  
MUST BE RETURNED SO THAT IT IS ACTUALLY RECEIVED BY THE  
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.**

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<sup>1</sup> The last four digits of Garrett Motion Inc.'s tax identification number are 3189. Due to the large number of debtor entities in these Chapter 11 Cases, which are being jointly administered, a complete list of the 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.

**IF YOU VOTE IN FAVOR OF THE PLAN, YOU CAN EXERCISE THE CASH-OUT OPTION TO RECEIVE CASH IN LIEU OF (I) SHARES OF GMI COMMON STOCK IN NEW GMI AND (II) THE SUBSCRIPTION RIGHTS, IN WHICH CASE YOU SHALL RECEIVE CASH IN LIEU OF (I) SUCH SHARES OF GMI COMMON STOCK IN NEW GMI AND (II) SUCH SUBSCRIPTION RIGHTS.**

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Garrett Motion Inc. and its affiliated debtors and debtors-in-possession (collectively, the “Debtors”) are soliciting votes with respect to the proposed *Debtors’ Amended 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 Debtors’ Amended 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 Holders<sup>2</sup> (this “Beneficial Holder Ballot”) because you have been identified as a Beneficial Holder of Existing Common Stock in Class 11 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.

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<sup>2</sup> 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).

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

**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 11—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, Reorganized Debtors and their Estates, including any successor and assign to the Debtors, the 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 their 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 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, preparation, dissemination, implementation, administration, confirmation and/or effectuation of the Restructuring Support Agreement (and each prior version thereof), the Plan Support Agreement (and each prior version thereof, including the Coordination Agreement), the Equity Commitment Letters, the Debt Commitment Letters, the Equity Backstop Commitment Agreement, the Plan, any plan supplement, any 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, 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 respective 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 Restructuring Support Agreement (and each prior version thereof), the Plan Support Agreement (and each prior version thereof, including the Coordination Agreement), the Equity Commitment Letters, the Debt Commitment Letters, the Equity Backstop Commitment Agreement, any disclosure statement, the Plan, any 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 or other actions taken in furtherance of confirmation or consummation of the Plan); (iv) the offer or issuance of any securities under or in connection with the Plan; or (v) the administration or 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, fraud or a criminal act.

**Section 11.9 of the Plan contains the following Voluntary Release by Holders of Claims and Interests**

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 reorganization contemplated by the Plan, the release of mortgages, liens and security interests on property of the Estates, and distributions made pursuant to the Plan, 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 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 their 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, preparation, dissemination, implementation, administration, confirmation and/or effectuation of the Restructuring Support Agreement (and each prior version thereof), the Plan Support Agreement (and each prior version thereof, including the Coordination Agreement), the Equity Commitment Letters, the Debt Commitment Letters, the Equity Backstop Commitment Agreement, the Plan, any plan supplement, any 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, fraud, or a criminal act.

Notwithstanding the foregoing, no Releasing Party shall be deemed to have released (a) any Section 510(b) Claim against the Debtors, or (b) any claim arising from rescission of a purchase or sale of Existing Common Stock or for damages arising from the purchase or sale of Existing Common Stock against one or more of the Debtors' current or former officers or directors; *provided* that each Releasing Party shall only be entitled to assert the claims identified in subclause (b) above as a member of a class in a class action in which such Releasing Party is not a lead plaintiff and to respond to or oppose any objections or challenges to such Releasing Party's inclusion in such class action.

**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 validly 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 11 in order to have your vote counted.

Please note that you are voting all of your Interests 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 Interests 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 Class 11 Existing Common Stock 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
11	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 11 Existing Common Stock set forth in Item 1 elects to:

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

<p><b>THE PLAN WILL BIND ALL HOLDERS OF CLAIMS AGAINST AND INTERESTS IN THE DEBTORS TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW.</b></p>
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**Item 3. Cash-Out Option.**

Pursuant to the Plan, each Holder of Existing Common Stock that votes in favor of the Plan may, by its election, receive (or cause its affiliated designee to receive) Cash in an amount equal to the Cash-Out Consideration of \$6.25 for each share of Existing Common Stock properly delivered under the Cash-Out Option.

You may exercise the Cash-Out Option for all or none of your Existing Common Stock and may not make a partial election to receive Cash in lieu of (i) shares of GMI Common Stock in New GMI and (ii) the Subscription Rights. If you exercise the Cash-Out Option only for a portion of your Existing Common Stock, you will be deemed to have not made the election.

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

The Holder of the Class 11 Existing Common Stock identified in Item 1 above:

<input type="checkbox"/> <b><u>ELECTS</u></b> to receive Cash in lieu of the recovery you would otherwise receive under the Plan.
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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 11 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 11 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 11 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 cast 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 11 – 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 Appendix 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) if you vote against the Plan or abstain from voting, indicate your decision whether to opt-in to the release in the box provided in Item 2 of this Beneficial Holder Ballot; (d) if you vote to accept the Plan, indicate your decision whether to exercise the Cash-Out Option 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 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 11 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 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-Out Option in Item 3 of this Beneficial Holder Ballot and may not make a partial election to receive cash in lieu of (i) shares of GMI Common Stock in New GMI and (ii) the Subscription Rights. If you partially exercise the Cash-Out Option 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 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 D-7**

**Existing Common Stock Registered Holder Ballot**



**STOCK IN NEW GMI AND (II) THE SUBSCRIPTION RIGHTS, IN WHICH CASE YOU SHALL RECEIVE CASH IN LIEU OF (I) SUCH SHARES OF GMI COMMON STOCK IN NEW GMI AND (II) SUCH SUBSCRIPTION RIGHTS.**

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Garrett Motion Inc. and its affiliated debtors and debtors-in-possession (collectively, the “Debtors”) are soliciting votes with respect to the proposed *Debtors’ Amended 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 Debtors’ Amended 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 11 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
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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 11—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, Reorganized Debtors and their Estates, including any successor and assign to the Debtors, the 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 their 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 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, preparation, dissemination, implementation, administration, confirmation and/or effectuation of the Restructuring Support Agreement (and each prior version thereof), the Plan Support Agreement (and each prior version thereof, including the Coordination Agreement), the Equity Commitment Letters, the Debt Commitment Letters, the Equity Backstop Commitment Agreement, the Plan, any plan supplement, any 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, 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 respective 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 Restructuring Support

Agreement (and each prior version thereof), the Plan Support Agreement (and each prior version thereof, including the Coordination Agreement), the Equity Commitment Letters, the Debt Commitment Letters, the Equity Backstop Commitment Agreement, any disclosure statement, the Plan, any 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 or other actions taken in furtherance of confirmation or consummation of the Plan); (iv) the offer or issuance of any securities under or in connection with the Plan; or (v) the administration or 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, fraud or a criminal act.

**Section 11.9 of the Plan contains the following Voluntary Release by Holders of Claims and Interests**

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 reorganization contemplated by the Plan, the release of mortgages, liens and security interests on property of the Estates, and distributions made pursuant to the Plan, 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 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 their 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, preparation, dissemination, implementation, administration, confirmation and/or effectuation of the Restructuring Support Agreement (and each prior version thereof), the Plan Support Agreement (and each prior version thereof, including the Coordination Agreement), the Equity Commitment Letters, the Debt Commitment Letters, the Equity Backstop Commitment Agreement, the Plan, any plan supplement, any 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, fraud, or a criminal act.**

**Notwithstanding the foregoing, no Releasing Party shall be deemed to have released (a) any Section 510(b) Claim against the Debtors, or (b) any claim arising from rescission of a purchase or sale of Existing Common Stock or for damages arising from the purchase or sale of Existing Common Stock against one or more of the Debtors' current or former officers or directors; *provided* that each Releasing Party shall only be entitled to assert the claims identified in subclause (b) above as a member of a class in a class action in which such Releasing Party is not a lead plaintiff and to respond to or oppose any objections or challenges to such Releasing Party's inclusion in such class action.**

**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 validly 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 11 in order to have your vote counted.

Please note that you are voting all of your Interests 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 Interests 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 Class 11 Existing Common Stock 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
11	Existing Common Stock	_____	<input type="checkbox"/> ACCEPT (vote FOR) the Plan <input type="checkbox"/> REJECT (vote AGAINST) the Plan

**The preprinted number of shares 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 number of shares 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 11 Existing Common Stock set forth in Item 1 elects to:

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

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

**Item 3. Cash-Out Option.**

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-Out Consideration of \$6.25 for each share of Existing Common Stock properly delivered under the Cash-Out Option.

You may exercise all or none of the Cash-Out Option and may not make a partial election to receive Cash in lieu of (i) shares of GMI Common Stock in New GMI and (ii) the Subscription Rights. If you partially exercise the Cash-Out Option, you will be deemed to have not made the election.

<input type="checkbox"/> <b><u>ELECTS</u></b> 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 11 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 11 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 11; and
- (d) no other Ballots with respect to the amount of the Claims in Class 11 identified in Item 1 have been cast or, if any other Ballots have been cast with respect to such Claims, then any such earlier cast 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 11 – 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 Appendix 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) if you vote against the Plan or abstain from voting, indicate your decision whether to opt-in to the release in the box provided in Item 2 of the Ballot; (d) if you vote to accept the Plan, indicate your decision whether to exercise the Cash-Out Option 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-Out Option in Item 3 of this Ballot and may not make a partial election to receive cash in lieu of (i) shares of GMI Common Stock in New GMI and (ii) the Subscription Rights. If you partially exercise the Cash-Out Option 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 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 E**

**Notice of Unimpaired Status**





**HOLDERS OF CLAIMS IN CLASS 1 (OTHER SECURED CLAIMS), CLASS 2 (OTHER PRIORITY CLAIMS), CLASS 3 (SECURED TAX CLAIMS) AND CLASS 7 (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 Wilmington Savings Fund Society, FSB, 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 Honeywell International Inc., Kirkland & Ellis LLP, 601 Lexington Avenue, New York, NY 10022, Attn: Nicole L. Greenblatt, P.C., Mark McKane, P.C. and Joseph M. Graham; (k) counsel to Oaktree Capital Management, L.P. and Centerbridge Partners, L.P., as Plan Sponsors, Milbank LLP, 55 Hudson Yards, New York, NY 10003, Attn: Dennis F. Dunne, Andrew M. Leblanc and Andrew C. Harmeyer; (l) counsel to the Additional Investors, Jones Day, 250 Vesey Street, New York, NY 10281, Attn: Anna Kordas and Jones Day, 555 S. Flower St., 50<sup>th</sup> Floor, Los Angeles, CA 90071, Attn: Bruce Bennett, Joshua M. Mester and James O. Johnston; and (m) 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.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](http://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, the Plan Supplement, the Disclosure Statement or the 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**



**link and following the directions to submit your electronic Ballot. Holders are encouraged 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](mailto: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 Secured Claims), Class 2 (Other Priority Claims), Class 3 (Secured Tax Claims) and Class 7 (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 Voluntary Release by Holders of Claims and Interests**

**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 reorganization contemplated by the Plan, the release of mortgages, liens and security interests on property of the Estates, and distributions made pursuant to the Plan, 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 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 their 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, preparation, dissemination, implementation, administration, confirmation and/or effectuation of the Restructuring Support Agreement (and each prior version thereof), the Plan Support Agreement (and each prior version thereof, including the Coordination Agreement), the Equity Commitment Letters, the Debt Commitment Letters, the Equity Backstop Commitment Agreement, the Plan, any plan supplement, any 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, fraud, or a criminal act.**

**Notwithstanding the foregoing, no Releasing Party shall be deemed to have released (a) any Section 510(b) Claim against the Debtors, or (b) any claim arising from rescission of a purchase or sale of Existing Common Stock or for damages arising from the purchase or sale of Existing Common Stock against one or more of the Debtors' current or former officers or directors; *provided* that each Releasing Party shall only be entitled to assert the claims identified in subclause (b) above as a member of a class in a class action in which such Releasing Party is not a lead plaintiff and to respond to or oppose any objections or challenges to such Releasing Party's inclusion in such class action.**



**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, 3 or 7 or (ii) an authorized signatory for an entity that is the Holder of Claims in Class 1, 2, 3 or 7; and
- (b) the entity acknowledges that, by marking the box in Item 1 above, 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 F**

**Notice of Impaired Non-Voting Status**



**ALLOWED 510(B) CLAIM, SUCH TREATMENT THAT IS CONSISTENT WITH SECTION 1129 OF THE BANKRUPTCY CODE AND OTHERWISE ACCEPTABLE TO THE DEBTORS AND THE COMMITMENT PARTIES IN ACCORDANCE WITH THEIR CONSENT RIGHTS UNDER THE PLAN SUPPORT AGREEMENT.**

**HOLDERS OF CLAIMS IN CLASS 10 (SECTION 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 Wilmington Savings Fund Society, FSB, 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 Honeywell International Inc., Kirkland & Ellis LLP, 601 Lexington Avenue, New York, NY 10022, Attn: Nicole L. Greenblatt, P.C., Mark McKane, P.C. and Joseph M. Graham; (k) counsel to Oaktree Capital Management, L.P. and Centerbridge Partners, L.P., as Plan Sponsors, Milbank LLP, 55 Hudson Yards, New York, NY 10003, Attn: Dennis F. Dunne, Andrew M. Leblanc and Andrew C. Harmeyer; (l) counsel to the Additional Investors, Jones Day, 250 Vesey Street, New York, NY 10281, Attn: Anna Kordas and Jones Day, 555 S. Flower St., 50<sup>th</sup> Floor, Los Angeles, CA 90071, Attn: Bruce Bennett, Joshua M. Mester and James O. Johnston; and (m) 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.sdeny.uscourts.gov> (a PACER login and password are required and can be obtained through the PACER Service Center at [www.pacer.psc.uscourts.gov](http://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, the Plan Supplement, the Disclosure Statement or the 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> , <sup>1</sup>	:	Case No. 20-12212 (MEW)
	:	
Debtors.	:	Jointly Administered
	:	
_____	X	

**ELECTION FORM FOR HOLDERS OF NON-VOTING  
IMPAIRED CLAIMS AND INTEREST**

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

Garrett Motion Inc. and 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’ Amended 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 Debtors’ Amended 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 10 (SECTION 510(b) CLAIMS)** is 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”**

<sup>1</sup> The last four digits of Garrett Motion Inc.’s tax identification number are 3189. Due to the large number of debtor entities in these Chapter 11 Cases, which are being jointly administered, a complete list of the 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.

**link and following the directions to submit your electronic Ballot. Holders are encouraged 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](mailto: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 (Section 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 Voluntary Release by Holders of Claims and Interests**

**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 reorganization contemplated by the Plan, the release of mortgages, liens and security interests on property of the Estates, and distributions made pursuant to the Plan, 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 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 their 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, preparation, dissemination, implementation, administration, confirmation and/or effectuation of the Restructuring Support Agreement (and each prior version thereof), the Plan Support Agreement (and each prior version thereof, including the Coordination Agreement), the Equity Commitment Letters, the Debt Commitment Letters, the Equity Backstop Commitment Agreement, the Plan, any plan supplement, any 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, fraud, or a criminal act.**

**Notwithstanding the foregoing, no Releasing Party shall be deemed to have released (a) any Section 510(b) Claim against the Debtors, or (b) any claim arising from rescission of a purchase or sale of Existing Common Stock or for damages arising from the purchase or sale of Existing Common Stock against one or more of the Debtors' current or former officers or directors; *provided* that each Releasing Party shall only be entitled to assert the claims identified in subclause (b) above as a member of a class in a class action in which such Releasing Party is not a lead plaintiff and to respond to or oppose any objections or challenges to such Releasing Party's inclusion in such class action.**

**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, by marking the box in Item 1 above, 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 G**

**Plan Supplement 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> , <sup>1</sup>	:	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 Debtors’ Amended 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

<sup>1</sup> The last four digits of Garrett Motion Inc.’s tax identification number are 3189. Due to the large number of debtor entities in these Chapter 11 Cases, which are being jointly administered, a complete list of the 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' Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code (as may be amended, modified or supplemented, the "Plan").*<sup>2</sup>

**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, 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, 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 Wilmington Savings Fund Society, FSB, 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

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

Americas, New York, NY 10036, Attn: Matthew M. Roose and Mark I. Bane; (j) counsel to Honeywell International Inc., Kirkland & Ellis LLP, 601 Lexington Avenue, New York, NY 10022, Attn: Nicole L. Greenblatt, P.C., Mark McKane, P.C. and Joseph M. Graham; (k) counsel to Oaktree Capital Management, L.P. and Centerbridge Partners, L.P., as Plan Sponsors, Milbank LLP, 55 Hudson Yards, New York, NY 10003, Attn: Dennis F. Dunne, Andrew M. Leblanc and Andrew C. Harmeyer; (l) counsel to the Additional Investors, Jones Day, 250 Vesey Street, New York, NY 10281, Attn: Anna Kordas and Jones Day, 555 S. Flower St., 50<sup>th</sup> Floor, Los Angeles, CA 90071, Attn: Bruce Bennett, Joshua M. Mester and James O. Johnston; and (m) 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.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](http://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, the Plan Supplement, the Disclosure Statement or the 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 H**

**Rights Offering Procedures**



## RIGHTS OFFERING PROCEDURES<sup>1</sup>

To Eligible Holders and Nominees of Eligible Holders:

On January 22, 2021, the Debtors filed the *Debtors' Amended 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 22, 2021, the *Disclosure Statement for the Debtors' 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 as of the Record Date (as defined below) that does not exercise its Cash-Out Option (each such Holder, an "Eligible Holder") may acquire newly issued shares of Convertible Series A Preferred Stock (the "Offered Shares").

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 generally upon the registration exemption provided by section 1145 of the Bankruptcy Code. 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 Deadline (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:

- Unless otherwise agreed, 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 defined below). Each Eligible Holder exercising Subscription Rights must purchase Offered Shares for a minimum aggregate purchase price of \$1,000 (the "Minimum Investment Amount"). Eligible Holders may exercise their Subscription Rights by completing the applicable subscription form (each a "Subscription Form").

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<sup>1</sup> Capitalized terms used and not defined herein shall have the meaning ascribed to them in the Plan (as defined herein) or that certain Equity Backstop Commitment Agreement, dated as of January 22, 2021, by and among the Debtors (as defined therein) and the Equity Backstop Parties (as defined therein) (the "Equity Backstop Commitment Agreement").

- Pursuant to and in accordance with the Equity Backstop Commitment Agreement, the Equity Backstop Parties<sup>2</sup> **must** exercise (or cause any of their respective Related Purchasers to exercise) all of their (or such Related Purchasers') Subscription Rights, but need not transfer the Purchase Price (as defined below) until the Funding Date.
- Eligible Holders are *not* required to exercise any of their Subscription Rights (unless they are Equity Backstop Parties or the Related Purchasers thereof), but they may if they wish to do so, in which case they must follow the required procedures.
- Additional information regarding the Rights Offering is provided in this Disclosure Statement and in the Subscription Forms enclosed herewith. Eligible Holders should carefully review the Disclosure Statement and the Subscription Forms in their entirety.

**Each Offered Share is being distributed and issued by New GMI pursuant to the Rights Offering without registration under the Securities Act in reliance generally upon the exemption from registration provided by section 1145 of the Bankruptcy Code. 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 Deadline (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"), other than those held by Equity Backstop Parties in accordance with the Equity Backstop Commitment Agreement. Rather, such Subscription Rights will trade together with the underlying Eligible Shares and be evidenced by the underlying Eligible Shares, until the Subscription Expiration Deadline. Furthermore, the Subscription Rights may only be exercised by Eligible Holders, except as otherwise contemplated by the Equity Backstop Commitment Agreement. Accordingly, if an Eligible Holder (other than an Equity Backstop Party) 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>.**

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<sup>2</sup> Equity Backstop Parties are the parties to the Equity Backstop Commitment Agreement who have committed to purchase shares that are not purchased in the Rights Offering. Certain provisions of the Rights Offering Procedures are separately applicable to these parties.

**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.**

**Any Eligible Holder that subscribes for Offered Shares pursuant to the Rights Offering and is an “underwriter” under section 1145(b) of the Bankruptcy Code will be subject to restrictions under the Securities Act on its ability to resell those securities and will receive “restricted securities” (as defined under Rule 144 promulgated under the Securities Act). Resale restrictions are discussed in more detail in Article VIII of the Disclosure Statement, entitled “Securities Law Matters.”**

**The distribution or communication of these Rights Offering Procedures and the issuance of the Offered Shares in certain jurisdictions may be restricted by law. No action has been taken or will be taken to permit the distribution or communication of these Rights Offering Procedures in any jurisdiction where any action for that purpose may be required. Accordingly, these Rights Offering Procedures may not be distributed or communicated, and the Offered Shares may not be subscribed, purchased or issued, in any jurisdiction, except in circumstances where such distribution, communication, subscription, purchase or issuance would comply with all applicable laws and regulations without the need for the issuer to take any action or obtain any consent, approval or authorization therefor, except for any notice filings required under U.S. federal and applicable state securities laws.**

**Each Offered Share issued upon exercise of a Subscription Right to an Eligible Holder located outside the United States, and any certificate issued in exchange for or upon the transfer, sale or assignment of any such Offered Shares, shall be imprinted, stamped or otherwise associated with legends to facilitate compliance with applicable securities and business entity laws, procedures of depository institutions and organizational documents (e.g., legends with respect to local law, etc.).**

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

<b>Date</b>	<b>Calendar Date</b>	<b>Event</b>
Record Date	February 15, 2021	The date 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 (as defined below) 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.</p> <p>Eligible Holders who are not Equity Backstop Parties 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> <p>Eligible Holders who are Equity Backstop Parties shall not be required to pay their respective aggregate Purchase Price until the Funding Date in accordance with the terms of the Equity Backstop Commitment Agreement.</p>

***The Rights Offering***

Pursuant to the Plan, each Eligible Holder is eligible to participate in the Rights Offering.

*Per Share Price.* The purchase price per share of Offered Shares in the Rights Offering is \$1.00 per share (the “Per Share Price”).

### ***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 its *Pro Rata* share of 200,000,000 Offered Shares (the “Aggregate Offered Share Number”) at the Per Share Price, subject to a minimum number of Offered Shares equal to the Minimum Investment Amount *divided* by the Per Share Price, rounded down to the nearest whole share (the “Minimum Share Number”).

Eligible Holders (including Equity Backstop Parties) 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 Eligible Holder’s Subscription Form. If applicable, Eligible Holders are urged to consult with their Nominees to determine the necessary deadline to return their Subscription Forms to their Nominee. Eligible Holders (including Equity Backstop Parties) exercising Subscription Rights with respect to Existing Common Stock held directly on the books and records of GMI’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, the Subscription Agent or any of the Equity Backstop Parties will have any liability for any such failure.

No Eligible Holder (except an Equity Backstop Party) 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.

**Equity Backstop Parties are party to the Equity Backstop Commitment Agreement, have already been designated and are known to the Debtors.**

Special Note for Equity Backstop Parties. Equity Backstop Parties are subject to the Rights Offering Procedures, except that Equity Backstop Parties are not required to make payment of the Purchase Price by the Subscription Expiration Deadline, and each Equity Backstop Party must provide its payment by the Funding Date (as defined in the Equity Backstop Commitment Agreement) to the Funding Account (as defined in the Equity Backstop Commitment Agreement) in accordance with Section 2.4(b) of the Equity Backstop Commitment Agreement.

**The rights and obligations of the Equity Backstop Parties in the Rights Offering shall be governed by the Equity Backstop Commitment Agreement. To the extent the rights or**

**obligations set forth therein differ from the rights and obligations set forth in these Rights Offering Procedures or any Subscription Form, the Equity Backstop Commitment Agreement controls.**

Except as expressly set forth in the Equity Backstop Commitment Agreement with respect to the Equity Backstop Parties, no interest is payable on any advanced funding of the Purchase Price. If the Rights Offering is terminated for any reason, the aggregate Purchase Price previously received by the Subscription Agent will be returned to Eligible Holders as provided in Section 6 “Termination/Return of Payment.” No interest will be paid on any returned Purchase Price.

**To participate in the Rights Offering, an Eligible Holder must complete all of the steps outlined below by the Subscription Expiration Deadline, subject to the proviso in the following sentence. 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; *provided* that the Equity Backstop Parties (in their capacities as Eligible Holders) shall not be required to submit funds in respect of the exercise of their Subscription Rights until the Funding Date in accordance with the terms of the Equity Backstop Commitment Agreement.**

### **1. Rights Offering**

Eligible Holders have the right, but not the obligation, to participate in the Rights Offering; *provided, however*, that Eligible Holders that are Equity Backstop Parties must exercise their Subscription Rights pursuant to the Equity Backstop Commitment Agreement.

Subject to the terms and conditions set forth in the Plan, the Equity Backstop Commitment Agreement and these Rights Offering Procedures, each Eligible Holder is entitled to subscribe for a total number of Offered Shares (the “Pro Rata Offered Share Number”) equal to the product of (a) such Eligible Holder’s Pro Rata share *multiplied by* (b) the Aggregate Offered Share Number, rounded down to the nearest whole share *provided*, that the Pro Rata Offered Share Number with respect to any Eligible Holder exercising Subscription Rights shall be greater than or equal to the Minimum Share Number.

The purchase price to be paid by an Eligible Holder for Offered Shares (the “Purchase Price”) shall be the amount equal to the product of (x) the Per Share Price of \$1.00 per share multiplied by the total number of Offered Shares which such Eligible Holder elects to subscribe for pursuant to these Rights Offering Procedures.

There will be no over-subscription privilege in the Rights Offering. Any Offered Shares that are not purchased by Eligible Holders (the “Unsubscribed Shares”) will not be offered to other Eligible Holders (other than the Equity Backstop Parties) but will be purchased by the Equity Backstop Parties in accordance with the Equity Backstop Commitment Agreement.

The Offered Shares issued to the Eligible Holders participating in the Rights Offering will be exempt from registration under the Securities, and any other applicable federal and state securities laws pursuant to section 1145 of the Bankruptcy Code, and may be resold, without registration under the Securities Act or other applicable federal and state securities laws, unless

the holder is an “underwriter” with respect to such securities, as that term is defined in section 1145(b) of the Bankruptcy Code.

**SUBJECT TO THE TERMS AND CONDITIONS OF THESE RIGHTS OFFERING PROCEDURES (AND THE EQUITY BACKSTOP COMMITMENT AGREEMENT IN THE CASE OF ANY EQUITY BACKSTOP PARTY), 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, except in the case of the Equity Backstop Parties) of the Subscription Rights after the Subscription Expiration Deadline will not be allowed and any purported exercise (including payment, except in the case of the Equity Backstop Parties) 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 (including an accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) completed by such Eligible Holder must be received by the Subscription Agent and (ii) if it is not an Equity Backstop Party, 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.

Although Equity Backstop Parties are not required to pay the Purchase Price by the Subscription Expiration Deadline, a completed Subscription Form with respect to such Equity Backstop Party (which appropriately identifies such Eligible Holder as an Equity Backstop Party) must be delivered to the Subscription Agent, or provided to such Equity Backstop Party’s Nominee for delivery to the Subscription Agent, 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 applicable 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 applicable executed Subscription Form and the payment of the applicable aggregate Purchase Price for its Offered Shares.

Notwithstanding anything to the contrary in these Rights Offering Procedures, Eligible Holders that are Equity Backstop Parties will exercise their Subscription Rights pursuant to the Equity Backstop Commitment Agreement. Subject to the terms and conditions of the Equity Backstop Commitment Agreement, no later than the fifth Business Day following the Subscription Expiration Deadline, the Subscription Agent will deliver to each Equity Backstop Party a written notice (the “Funding Notice”) of (i) the amount of Offered Shares elected to be subscribed for by Eligible Holders and the aggregate Purchase Price therefor; (ii) the aggregate amount of Unsubscribed Shares to be subscribed for by all Equity Backstop Parties and the aggregate Purchase Price therefor; (iii) the amount of Unsubscribed Shares to be subscribed for by such Equity Backstop Party and the aggregate Purchase Price therefor; and (vi) the account to which such Equity Backstop Party must deliver and pay the aggregate Purchase Price for such Offered Shares. The Subscription Agent will promptly provide such written backup, information and documentation relating to the information contained in the Funding Notice as any Equity Backstop Party may reasonably request.

#### **4. Exercise of Subscription Rights**

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

- (i) duly complete and execute a Subscription Form (including 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
- as to the Purchase Price,
  - if the Eligible Holder is not an Equity Backstop Party, 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
  - if the holder is an Equity Backstop Party, make payment of the Purchase Price to the Funding Account by the Funding Date in accordance with the Equity Backstop Commitment Agreement.

**ALL EQUITY BACKSTOP PARTIES MUST MAKE PAYMENTS TO THE FUNDING ACCOUNT IN ACCORDANCE WITH THE EQUITY BACKSTOP COMMITMENT AGREEMENT, AND SHOULD NOT PAY THEIR NOMINEE(S).**

*Delivery of the Subscription Form.* The applicable 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 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 on the Subscription Form. Other than in the case of Equity Backstop Parties, 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 from any Eligible Holder (other than an Equity Backstop Party) do not correspond to the Purchase Price payable for the Offered Shares elected to be purchased by such Eligible Holder, the number of the Offered Shares deemed to be purchased by such Eligible Holder will be the lesser of (a) the number of the Offered Shares elected to be purchased by such Eligible Holder as evidenced by the relevant Subscription Form and (b) a number of the Offered Shares determined by dividing the amount of the funds received by the Per Share Price, in each case up to an amount equal such Eligible Holder's Pro Rata Offered Share Number, 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, other than, in accordance with the Equity Backstop Commitment Agreement, the Subscription Rights held by the Equity Backstop Parties. Rather, such 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 other than an Equity Backstop Party 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 Eligible Shares and except as otherwise contemplated by the Equity Backstop Commitment Agreement; and

- (c) Once an Eligible Holder has properly exercised its Subscription Rights, subject to the terms and conditions contained in these Rights Offering Procedures and the Equity Backstop Commitment Agreement (in the case of any Equity Backstop Party), 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 Equity Backstop Commitment Agreement in accordance with its terms and (ii) the revocation or withdrawal 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 New GMI'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 in consultation with the Requisite Consenting Parties (as defined in the Equity Backstop Commitment Agreement), and, if necessary, subject to a final and binding determination by the Bankruptcy Court. The Debtors, with the consent of the Requisite Consenting Parties, 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 consultation with the Requisite Consenting Parties. 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**

With the consent of the Requisite Consenting Parties, 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, and subject to the consent of the Requisite Consenting Parties, 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 applicable Subscription Form (including the Rights Offering Instructions for Eligible Holders contained therein) 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](mailto: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, the Subscription Agent, or the Equity Backstop Parties.

#### **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 IRS Form W-9 or appropriate IRS Form W-8, as applicable), and, in the case of a non-Equity Backstop Party, 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 I**

**Rights Offering Materials**

**GARRETT MOTION INC., ET AL.**

**MASTER SUBSCRIPTION FORM  
FOR RIGHTS OFFERING**

**IN CONNECTION WITH THE DEBTORS'  
DISCLOSURE STATEMENT DATED  
JANUARY 22, 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 (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) (“Eligible Holder Subscription Forms”) must be received by KCC LLC (the “Subscription Agent”), along with a wire transfer of the applicable Purchase Price (but only in respect of Eligible Holders which are not Equity Backstop Parties) to the Subscription Agent, at or prior to the Subscription Expiration Deadline. Otherwise, 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 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](mailto: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 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	Pro Rata share	Pro Rata Offered Share Number	Number of Offered Shares Subscribed For	Purchase Price for Offered Shares
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
<b>TOTALS</b>					

**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@kccllc.com](mailto:GarrettInfo@kccllc.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 (SOLELY WITH RESPECT TO ELIGIBLE HOLDERS THAT ARE NOT EQUITY BACKSTOP PARTIES) 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 is 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 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 such 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 GMI'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 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 (but only if you are not an Equity Backstop Party) to the Subscription Agent, at or prior to the Subscription Expiration Deadline. Otherwise, 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 who are not Equity Backstop Parties should arrange for payment of the Purchase Price for their subscription to be received by the Subscription Agent by the Subscription Expiration Deadline.**

**Eligible Holders who are Equity Backstop Parties must provide the Subscription Form (which shall contain the appropriate Equity Backstop Party Representation in Item 3) to the Subscription Agent so that the Subscription Agent will receive confirmation that payment does not have to be made prior to the Subscription Expiration Deadline. Eligible Holders that are Equity Backstop Parties must deliver the appropriate funding to the Funding Account (as defined in the Equity Backstop Commitment Agreement) by Funding Date (as defined in the Equity Backstop Commitment Agreement) in accordance with the Equity Backstop Commitment Agreement.**

**The Offered Shares are being distributed and issued by New GMI pursuant to the Rights Offering without registration under the U.S. Securities Act of 1933 (the “Securities Act”) in reliance generally upon the exemption from registration provided by section 1145 of the Bankruptcy Code. 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 the Rights Offering Procedures have been or will be registered under the Securities Act at the Subscription Expiration Deadline (as defined below), nor under any national, state or local law requiring registration for offer and sale of a security.**

**Any Eligible Holder that subscribes for Offered Shares pursuant to the Rights Offering and is an “underwriter” under section 1145(b) of the Bankruptcy Code will be subject to restrictions under the Securities Act on its ability to resell those securities and will receive “restricted securities” (as defined under Rule 144 promulgated under the Securities Act).**

**Please consult the Plan, the Disclosure Statement and the Rights Offering Procedures 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](mailto: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 (AND THE EQUITY BACKSTOP COMMITMENT AGREEMENT IN THE CASE OF ANY EQUITY BACKSTOP PARTY), 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 or the Rights Offering Procedures.**

### **Rights Offering Instructions for Eligible Holders**

**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 share 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 Offered Share Number, which is the number of Offered Shares which you are entitled to subscribe for pursuant to the Rights Offering. Such amount must be rounded down to the nearest whole share.
4. **Insert** in Item 2b of your Subscription Form the number of Offered Shares which you wish to subscribe for pursuant to the Rights Offering, which must be a whole number greater than or equal to the Minimum Share Number and less than or equal to the Pro Rata Offered Share Number.
5. **Complete** the calculation in Item 2c of your Subscription Form of the Purchase Price for the Offered Shares you are electing to subscribe for.
6. **Confirm** whether you are an Equity Backstop Party pursuant to the representation in Item 3 of your Subscription Form.
7. **Read** Item 4 of your Subscription Form.
8. **Read, complete and sign** the certification in Item 5 of your Subscription Form. Such execution shall indicate your acceptance and approval of the terms and conditions set forth in these Rights Offering Procedures.
9. **Complete** Item 6 of your Subscription Form.
10. **Provide registration information** in Item 7 to indicate the beneficial holder's name and address as you would like it to be reflected in New GMI's books and records for registration of the Offered Shares.
11. **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](http://www.irs.gov).

12. **Return** your signed Subscription Form (with 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](mailto:GarrettInfo@kccllc.com)

15. **Arrange for full payment** of the aggregate Purchase Price by wire transfer of immediately available funds, calculated in accordance with Item 2c of your Subscription Form.

Unless you are an Equity Backstop Party, the Purchase Price should be wired in accordance with the wire instructions provided in the Subscription Form.

If you are an Equity Backstop Party, you must make payment of the Purchase Price to the Funding Account by the Funding Date in accordance with the Equity Backstop Commitment Agreement.

**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.

**Eligible Holders that are Equity Backstop Parties must deliver the appropriate funding to the Funding Account by the Funding Date in accordance with the Equity Backstop Commitment Agreement.**

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 owner 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 share is calculated as follows:**

<u>(Insert total number of shares of Existing Common Stock held by the Eligible Holder from 1a above)</u>	/	75,813,634	=	<u>(Pro Rata share) (Round up or down to nearest one-hundredth decimal place (with 0.005 being rounded up))</u>
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**Item 2. Subscription Rights.**

**2a. Calculation of Pro Rata Offered Share Number.** The Pro Rata Offered Share Number, which is the maximum number of Offered Shares for which you are entitled to subscribe is calculated as follows:



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 (SOLELY WITH RESPECT TO ELIGIBLE HOLDERS THAT ARE NOT EQUITY BACKSTOP PARTIES) TO THE SUBSCRIPTION AGENT ON OR PRIOR TO THE SUBSCRIPTION EXPIRATION DEADLINE.**

**Item 5. Certification.**

The undersigned hereby certifies that (i) the undersigned is the beneficial owner of the Eligible Shares above, or the authorized signatory (the “Authorized Signatory”) of such beneficial owner acting on behalf of the beneficial owner, (ii) the undersigned, or such beneficial owner, agrees to be bound by all the terms and conditions as set forth in this Subscription Form (including the Rights Offering Instructions for Eligible Holders included herein), (iii) the undersigned, or such beneficial owner, has received a copy of the Plan, the Disclosure Statement and the Rights Offering Procedures and (iv) the undersigned, or such beneficial owner, understands that the exercise of the rights under the Rights Offering is subject to all the terms and conditions set forth in the Plan, the Rights Offering Procedures and, if applicable, the Equity Backstop Commitment Agreement.

The undersigned recognizes and understands that the Offered Shares issued to the Eligible Holders participating in the Rights Offering will be exempt from registration under the Securities Act, and any other applicable federal and state securities laws pursuant to section 1145 of the Bankruptcy Code, and may be resold, without registration under the Securities Act or other applicable federal and state securities laws, unless the holder is an “underwriter” with respect to such securities, as that term is defined in section 1145(b) of the Bankruptcy Code.

**The beneficial owner (or the Authorized Signatory on behalf of such beneficial owner) 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 2c 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 6. 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 7. 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 New GMI'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](mailto:GarrettInfo@kccllc.com)

**Your completed Subscription Form should only be submitted via ONE approved method of return.**

**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 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 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 (but only if you are not an Equity Backstop Party) to the Subscription Agent, at or prior to the Subscription Expiration Deadline. Otherwise, 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 who are not Equity Backstop Parties should coordinate payment of the Purchase Price through their Nominees so that payment of the Purchase Price is received by the Subscription Agent by the Subscription Expiration Deadline.**

**Eligible Holders who are Equity Backstop Parties must return the Subscription Form (which shall contain the appropriate Equity Backstop Party Representation in Item 3) to their Nominee for delivery to the Subscription Agent so that the Subscription Agent will receive confirmation that payment does not have to be made prior to the Subscription Expiration Deadline. Eligible Holders that are Equity Backstop Parties must coordinate with the Nominees to deliver the appropriate funding to the Funding Account (as defined in the Equity Backstop Commitment Agreement) by the Funding Date (as defined in the Equity Backstop Commitment Agreement) in accordance with the Equity Backstop Commitment Agreement.**

**The Offered Shares are being distributed and issued by New GMI pursuant to the Rights Offering without registration under the U.S. Securities Act of 1933 (the "Securities Act") in reliance upon the exemption provided by section 1145 of the Bankruptcy Code. 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 the Rights Offering Procedures have been or will be registered under the Securities Act at the Subscription Expiration Deadline (as defined below), nor under any national, state or local law requiring registration for offer and sale of a security.**

**Any Eligible Holder that subscribes for Offered Shares pursuant to the Rights Offering and is an “underwriter” under section 1145(b) of the Bankruptcy Code will be subject to restrictions under the Securities Act on its ability to resell those securities and will receive “restricted securities” (as defined under Rule 144 promulgated under the Securities Act).**

**Please consult the Plan, the Disclosure Statement and the Rights Offering Procedures 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](mailto: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 (AND THE EQUITY BACKSTOP COMMITMENT AGREEMENT IN THE CASE OF ANY EQUITY BACKSTOP PARTY), 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 or the Rights Offering Procedures.**

### **Rights Offering Instructions for Eligible Holders**

**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 share 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 Offered Share Number, which is the number of Offered Shares which you are entitled to subscribe for pursuant to the Rights Offering. Such amount must be rounded down to the nearest whole share.
4. **Insert** in Item 2b of your Subscription Form the number of Offered Shares which you wish to subscribe for pursuant to the Rights Offering, which must be a whole number greater than or equal to the Minimum Share Number and less than or equal to the Pro Rata Offered Share Number.
5. **Complete** the calculation in Item 2c of your Subscription Form of the Purchase Price for the Offered Shares you are electing to subscribe for.
6. **Confirm** whether you are an Equity Backstop Party pursuant to the representation in Item 3 of your Subscription Form.
7. **Read** Item 4 of your Subscription Form.
8. **Read, complete and sign** the certification in Item 5 of your Subscription Form. Such execution shall indicate your acceptance and approval of the terms and conditions set forth in these Rights Offering Procedures.
9. **Complete** Item 6 of your Subscription Form.
10. **Provide registration information** in Item 7 to indicate the beneficial holder's name and address as you would like it to be reflected in New GMI's books and records for registration of the Offered Shares.

11. **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](http://www.irs.gov).
12. **Return** your signed Subscription Form (with accompanying 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 by wire transfer of immediately available funds, calculated in accordance with Item 2c of your Subscription Form.

Unless you are an Equity Backstop Party, the Purchase Price should be wired in accordance with the wire instructions provided in the Subscription Form.

If you are an Equity Backstop Party, you must coordinate with your Nominee to make payment of the Purchase Price to the Funding Account by the Funding Date in accordance with the Equity Backstop Commitment Agreement.

SUBSCRIPTION FORM IN CONNECTION WITH THE RESTRUCTURING OF GARRETT  
MOTION INC. AND ITS AFFILIATED DEBTORS

**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, you must leave sufficient time for your Subscription Form to reach your Nominee and be processed and delivered to 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.**

**Eligible Holders that are Equity Backstop Parties must deliver the appropriate funding to the Funding Account by the Funding Date in accordance with the Equity Backstop Commitment Agreement.**

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 owner 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 share is calculated as follows:**

<hr/> (Insert total number of shares of Existing Common Stock held by the Eligible Holder from 1a above)	/	75,813,634	=	<hr/> (Pro Rata share) (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 Offered Share Number.** The Pro Rata Offered Share Number, which is the maximum number of Offered Shares for which you are entitled to subscribe is calculated as follows:

	X	200,000,000	=	
(Pro Rata share from Item 1b above)				(Pro Rata Offered Share Number) (Round down to the nearest whole share)

**2b. Number of Offered Shares Subscribed For.** The undersigned hereby elects to purchase a number of Offered Shares equal to \_\_\_\_\_ (such number to be a whole number not to exceed the Pro Rata Offered Share Number from Item 2a above).

**2c. Purchase Price for Offered Shares.** The Purchase Price for the Offered Shares subscribed for by the undersigned is calculated as follows:

	X	\$1.00	=	
(Number of Offered Shares from Item 2b above)				Purchase Price

**Item 3. Equity Backstop Party Representation.**

*(This section is only for Equity Backstop Parties, each of whom is aware of its status as an Equity Backstop Party. Please note that checking the box below if you are not an Equity Backstop Party may result in forfeiture of your rights to participate in the Rights Offering.)*

I am an Equity Backstop Party identified in the Equity Backstop Commitment Agreement.

**Item 4. Payment Instructions and Share Delivery Information.**

For Eligible Holders that did not check the box in Item 3 above, such Eligible Holders shall coordinate with their Nominees to pay to the Subscription Agreement, by wire transfer ONLY of immediately available funds, the Purchase Price calculated pursuant to Item 2c above, so that payment of the Purchase Price is received by the Subscription Agent no later than the Subscription Expiration Deadline.

For Eligible Holders that are Equity Backstop Parties and did check the box in Item 3, such Eligible Holders shall coordinate with their Nominees to pay the Purchase Price, by wire transfer ONLY of immediately available funds, to the Funding Account pursuant to the Equity Backstop

Commitment Agreement, in accordance with information set forth in the Funding Notice. The Funding Notice shall be in accordance with the Equity Backstop Commitment Agreement.

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 (SOLELY WITH RESPECT TO ELIGIBLE HOLDERS THAT ARE NOT EQUITY BACKSTOP PARTIES) TO THE SUBSCRIPTION AGENT ON OR PRIOR TO THE SUBSCRIPTION EXPIRATION DEADLINE.**

**Item 5. Certification.**

The undersigned hereby certifies that (i) the undersigned is the beneficial owner of the Eligible Shares above, or the authorized signatory (the “Authorized Signatory”) of such beneficial holder acting on behalf of the beneficial holder, (ii) the undersigned, or such beneficial owner, agrees to be bound by all the terms and conditions as set forth in this Subscription Form (including the Rights Offering Instructions for Eligible Holders included herein), (iii) the undersigned, or such beneficial owner, has received a copy of the Plan, the Disclosure Statement and the Rights Offering Procedures and (iv) the undersigned, or such beneficial owner, understands that the exercise of the rights under the Rights Offering is subject to all the terms and conditions set forth in the Plan, the Rights Offering Procedures and, if applicable, the Equity Backstop Commitment Agreement.

The undersigned recognizes and understands that the Offered Shares issued to the Eligible Holders participating in the Rights Offering will be exempt from registration under the Securities Act, and any other applicable federal and state securities laws pursuant to section 1145 of the Bankruptcy Code, and may be resold, without registration under the Securities Act or other applicable federal and state securities laws, unless the holder is an “underwriter” with respect to such securities, as that term is defined in section 1145(b) of the Bankruptcy Code.

**The beneficial owner (or the Authorized Signatory on behalf of such beneficial owner) 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 2c 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 6. 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 7. 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 New GMI'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*):  
\_\_\_\_\_

Name (continued) (*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 B**

**Blackline**

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

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

**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**

Upon the motion (the “Motion”)<sup>2</sup> of Garrett Motion Inc. and ~~certain of~~ its affiliated debtors and debtors-in-possession (collectively, the “Debtors”), for entry of an order (this “Order”), pursuant to section 1125 of the Bankruptcy Code and Bankruptcy Rules 2002, 3017, 3018 and 3020, (i) approving the *Disclosure Statement for ~~the~~ Debtors’ Amended 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’ Amended Joint ~~Chapter 11~~ Plan of Reorganization Under Chapter 11 of ~~Garrett Motion Inc. and its Debtor Affiliates~~ the Bankruptcy Code* (as may be amended, modified or supplemented, the “Plan”); (iii) approving solicitation packages and

<sup>1</sup> The last four digits of Garrett Motion Inc.’s tax identification number are 3189. Due to the large number of debtor entities in these Chapter 11 Cases, which are being jointly administered, a complete list of the 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.

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

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 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 [in Class 4, Class 5, Class 6 and Class 11, which are](#) 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; ~~and~~ the Cure Notice substantially in the form attached ~~to the Motion~~ [hereto](#) as Exhibit D, ~~and the Rejection Notice substantially in the form attached to the Motion as Exhibit EC~~ 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 or the applicable Cure Cost.

5. Solicitation Procedures and Non-Voting Notices. The Solicitation Procedures ~~set forth in the Motion~~, including the service of the Solicitation ~~Package~~Packages 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~~hereto as Exhibit GE (the “Notice of Unimpaired Status”) to Holders of Claims in ~~the~~Class 1 (Other Secured Claims), Class 2 (Other Priority Claims), Class 3 (Secured Tax Claims) and Class 7 (General Unsecured Claims) (collectively, the “Unimpaired Classes”) and the delivery, by electronic mail where possible, of the notice substantially in the form attached ~~to the Motion~~hereto as Exhibit HF (the “Notice of Impaired Non-Voting Status”) to Holders of Claims in Class 10 (~~GMI Common Stock~~Section 510(b) Claims) provide Holders with adequate information to make informed decisions with respect to voting on, where applicable, or objecting to, 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~~hereto as Exhibit BA (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~~ [hereto](#) as Exhibits F1-F7D-1 to D-7 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 [or Section 510\(b\) Claims](#).

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 [on the merits](#).



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 record date and time for ~~the determination purposes~~ of determining the Holders of Existing Common Stock eligible to participate in the Rights Offering;
- c. ~~The~~ February 25, 2021 shall be the deadline by which the Debtors shall distribute the Solicitation Packages, the Notice of Unimpaired Creditor Status, Notice of Impaired Non-Voting Status 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 (as defined below) (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 and Notice of Impaired Non-Voting 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~~ hereto as Exhibit CB (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 or Master 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 proof of 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~~ in 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~~ was returned as undeliverable, ~~except~~ and after commercially reasonable efforts 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~~[locate such party prove unsuccessful](#).

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~~[Section 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 ~~78~~ (Intercompany Claims) or Class ~~89~~ (Intercompany Interests).

11. Subject to the applicable terms of the Restructuring Support Agreement and ~~the Subscription~~[Plan Support](#) 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 form of Ballots, ~~including the Class 9 Election, and Master Ballots~~ 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 45 and Class 911 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 shall be used for ~~determining~~the determination of Claim amounts for voting purposes:

- i. Each Holder of a Claim in a Voting Class 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 may be determined by the Debtors<sup>3</sup> or otherwise provided in subsection (iii) or (iv) below;
- ii. Each Holder of a Claim in a Voting Class 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~~its 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~~shall be counted 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~~any Claim ~~is~~ not included in the ~~Acquired Debtor Subsidiaries'~~Debtors' Schedules and ~~the~~whose Holder has not filed a Proof of Claim by the Voting Record Date, will count (i) solely 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

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<sup>3</sup> With respect the Ballot for Class 6 Honeywell Plan Claims where Honeywell International Inc. is the sole Holder of such claims, the Debtors shall, solely for purposes of voting on the Plan, include the maximum amount of potential undiscounted payments from the Reorganized Debtors on account of such claims (approximately \$1.250 billion).

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 applicable 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~~ Voting Class 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. submitted other than through the ballot platform on the Solicitation Agent's website, any Ballot, other than the Master Ballot for Class 45 and Class 911, 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~~ applicable 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. Notification of Defective Ballots. The Debtors shall notify any Holder submitting a Ballot not in proper form of any such defects and their intent to reject such Ballot if the alleged defects are not remedied within seven days after receipt of notice of such alleged defect; provided that any Holder to which the Debtors provide notice of their intent to reject such Ballot may submit an objection within seven days of receipt of such notice. Any dispute regarding the form of any Ballot shall be determined by the Court.
- ~~f.g.~~ Waiver Regarding 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.h.~~ 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.i.~~ 1126(e) Designation. In the event a designation of the vote by a Holder is requested by a party-in-interest under section 1126(e) of the Bankruptcy Code, the Court will determine whether ~~any~~such

~~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~~ attached hereto as Exhibit DC, 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.~~

~~19.18.~~ 18. 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.~~

~~20.19.~~ 19. Any counterparty to an Executory Contract or Unexpired Lease that disputes (i) the proposed Cure ~~Costs~~ Cost, (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; or (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~~ which 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 (as defined below) such that it is received by the Contract Objection Deadline.

~~21.20.~~ 21.20. 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.

~~22.21.~~ 22.21. 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, but subject to the applicable terms of the Plan Support Agreement.

~~23.22.~~ The Debtors are authorized to assume the Executory Contracts and Unexpired Leases and reject the Honeywell [Terminated](#) 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.

~~24.23.~~ The Confirmation Hearing Notice is hereby approved.

~~25.24.~~ 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; [Attn: Benjamin Higgins, Esq.](#); (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.~~, [Wilmington Savings Fund Society, FSB](#), 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~~ [Honeywell International Inc.](#), [Kirkland & Ellis](#) LLP, ~~450~~[601](#) Lexington Avenue, New York, NY ~~10017~~[10022](#), Attn: ~~Brian M. Resnick~~ [Nicole L. Greenblatt, P.C.](#), [Mark McKane, P.C.](#) and [Joseph M. Graham](#); (j) counsel to [Oaktree Capital Management, L.P.](#) and

[Centerbridge Partners, L.P., as Plan Sponsors, Milbank LLP, 55 Hudson Yards, New York, NY 10003, Attn: Dennis F. Dunne, Andrew M. Leblanc and Andrew C. Harmeyer; \(k\) counsel to the Additional Investors, Jones Day, 250 Vesey Street, New York, NY 10281, Attn: Anna Kordas and Jones Day, 555 S. Flower St., 50<sup>th</sup> Floor, Los Angeles, CA 90071, Attn: Bruce Bennett, Joshua ~~Y. Sturm~~; ~~\(j\)~~\[M. Mester and James O. Johnston\]\(#\); ~~\(l\)~~ 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; ~~\(k\)~~\[\\(m\\)\]\(#\) 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; ~~\(h\)~~\[\\(n\\)\]\(#\) 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 \(Attn: Benjamin Higgins, Esq.\)~~; ~~\(n\)~~\[\\(o\\)\]\(#\) 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 ~~\(e\)~~\[\\(p\\)\]\(#\) to the extent not listed herein, those parties requesting notice pursuant to Bankruptcy Rule 2002 \(\[parties listed in \\(a\\), \\(b\\) and \\(f\\) through \\(q\\)\]\(#\)\), 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.](#)

~~26.25.~~ [26.25.](#) 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.

~~27.26.~~ 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~~ hereto as Exhibit IG 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

~~28.27.~~ The Rights Offering Procedures, substantially in the form ~~annexed to the Motion~~ attached hereto as Exhibit JH, are approved.

~~29.28.~~ The Rights Offering Materials, substantially in the form ~~annexed to the Motion~~ attached hereto as Exhibit KI, are approved.

~~30.29.~~ The Subject to the applicable terms of the Plan Support Agreement, 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.I.~~ Other.

~~32.~~30. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

~~33.~~31. 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.~~32. 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.~~33. 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 or 1123 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.~~34. The requirements set forth in Local Rule 9013-1(b) are satisfied.

~~37.~~35. 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

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United States Bankruptcy Judge

**EXHIBIT BA**

**Confirmation Hearing Notice**

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

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

**NOTICE OF HEARING TO CONSIDER CONFIRMATION OF DEBTORS’ JOINT  
PLAN OF REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

**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’ Amended 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’ Amended Joint Plan of Reorganization ~~under~~ Under Chapter 11 of the Bankruptcy Code* (as may be amended, modified or supplemented, the “Plan”).<sup>2</sup> As detailed below, the hearing to consider confirmation of the Plan is scheduled for **April 6, 2021 at 10:00 a.m. Eastern Time** and objections to confirmation of the Plan must be filed and served no later than **March 24, 2021 at 4:00 p.m. (Eastern Time)**.

**Plan Summary**

The following is an overview of the treatment to be afforded to each Class of Claims or Interests ~~as provided~~ under the Plan. It is provided for convenience only and is specifically qualified by the Plan itself.

<sup>1</sup> The last four digits of Garrett Motion Inc.’s tax identification number are 3189. Due to the large number of debtor entities in these Chapter 11 Cases, which are being jointly administered, a complete list of the 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.

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



Class	Designation	Status	Voting Rights
<u>1</u>	<u>Other Secured Claims</u>	<u>Unimpaired</u>	<u>Not Entitled to Vote (Presumed to Accept)</u>
<del>12</del>	Other Priority Claims	Unimpaired	Not Entitled to Vote ( <del>Deemed</del> <u>Presumed</u> to Accept)
<del>23</del>	<del>Other</del> Secured <u>Tax</u> Claims	Unimpaired	Not Entitled to Vote ( <del>Deemed</del> <u>Presumed</u> to Accept)
<del>34</del>	Prepetition Credit Agreement Claims	Impaired <u>or Unimpaired</u>	Entitled to Vote
<del>45</del>	Senior Subordinated Noteholder Claims	Impaired or Unimpaired	Entitled to Vote
<u>6</u>	<u>Honeywell Plan Claims</u>	<u>Impaired</u>	<u>Entitled to Vote</u>
<del>57</del>	General Unsecured Claims	Unimpaired	Not Entitled to Vote ( <del>Deemed</del> <u>Presumed</u> to Accept)
<del>6</del>	<del>Honeywell Plan Claims</del>	<del>Impaired or Unimpaired</del>	<del>Entitled to Vote</del>
<del>78</del>	Intercompany Claims	Impaired or Unimpaired	Not Entitled to Vote ( <u>Presumed to Accept</u> <u>or Deemed to Accept</u> <del>or Reject</del> )
<del>89</del>	Intercompany Interests	Impaired or Unimpaired	Not Entitled to Vote ( <u>Presumed to Accept</u> <u>or Deemed to Accept</u> <del>or Reject</del> )
<del>910</del>	<del>Existing Common Stock</del> <u>Section 510(b) Claims</u>	Impaired <del>or Unimpaired</del>	<u>Not Entitled to Vote (Deemed to Reject)</u>
<del>1011</del>	<del>GMI</del> <u>Existing Common Stock-510(b) Claims</u>	Impaired <del>or Unimpaired</del>	<del>Not</del> 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 Terminated 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~~Confirmation 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 record date for purposes of determining the Holders of Claims and Interests entitled to vote on the Plan is **February 15, 2021**. The deadline for Holders of Claims and Interests entitled to vote on the Plan to vote on the Plan is **March 24, 2021 at 8:00 p.m. Eastern Time**.

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 or Plan Support~~ 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.~~, Wilmington Savings Fund Society,

[FSB](#), 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~~[Honeywell International Inc., Kirkland & Ellis LLP, 450601 Lexington Avenue, New York, NY 1001710022](#), Attn: ~~Brian M. Resnick~~[Nicole L. Greenblatt, P.C., Mark McKane, P.C. and Joseph M. Graham](#); (k) counsel to [Oaktree Capital Management, L.P. and Centerbridge Partners, L.P., as Plan Sponsors, Milbank LLP, 55 Hudson Yards, New York, NY 10003, Attn: Dennis F. Dunne, Andrew M. Leblanc and Andrew C. Harmeyer](#); (l) counsel to the Additional Investors, [Jones Day, 250 Vesey Street, New York, NY 10281, Attn: Anna Kordas and Jones Day, 555 S. Flower St., 50<sup>th</sup> Floor, Los Angeles, CA 90071, Attn: Bruce Bennett, Joshua Y. Sturm, M. Mester and ~~James O. Johnston~~](#); and (m) 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.sdnycourts.gov> (a PACER login and password are required and can be obtained through the PACER Service Center at [www.pacer.psc.uscourts.gov](http://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, [the Plan Supplement](#), [the Disclosure Statement](#) or [the 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~~ ~~THEIR BALLOTS~~ OR ELECTION ~~FORM~~ ~~FORMS~~, 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.<sup>3</sup>

### 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~~ ~~their~~ Estates, including any successor and assign to the Debtors, ~~the~~ Reorganized Debtors or any ~~Estate~~ ~~estate~~ representative, from all claims, obligations, rights, suits, damages, ~~Causes~~ ~~causes~~ of ~~Action~~ ~~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~~ ~~their~~ Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the ~~Holder~~ ~~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~~ ~~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~~, dissemination,

<sup>3</sup> ~~Voting stakeholders~~ Holders of Claims who vote to accept the Plan will be deemed to consent to the Third-Party Release whether ~~such voting stakeholders~~ or not they check the box on their respective Ballot to "opt-in" to the Third-Party Release ~~or not~~.

implementation, administration, confirmation and/or effectuation of the Restructuring Support Agreement (and each prior version thereof), the Plan Support Agreement (and each prior version thereof, including the Coordination Agreement), the Equity Commitment Letters, the Debt Commitment Letters, the Equity Backstop Commitment Agreement, the Plan Supplement, the Disclosure Statement, any plan supplement, any 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~~ 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 respective 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~~ Petition Date to any ~~entity~~ 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 Restructuring Support Agreement (and each prior version thereof), the Plan Support Agreement (and each prior version thereof, including the Coordination Agreement), the Equity Commitment Letters, the Debt Commitment Letters, the Equity Backstop Commitment Agreement, any~~ disclosure statement, the Plan, ~~the~~ any 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/or~~ other actions taken in furtherance of confirmation ~~and/or~~ consummation of the Plan); (iv) ~~the offer and/or~~ issuance of any securities under or in connection with the Plan; or (v) the administration ~~and/or~~ 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~~ Voluntary Release by Holders of Claims and Interests**

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~~ reorganization contemplated by the Plan, ~~and~~ the release of mortgages, liens, and security interests on property of the Estates, ~~the distribution of proceeds~~ and distributions made pursuant to the Plan, 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, ~~or~~ 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~~ their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the ~~Holder~~ 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,~~ preparation, dissemination, implementation, administration, confirmation and/or effectuation of the Restructuring Support Agreement (and each prior version thereof), the Plan Support Agreement (and each prior version thereof, including the Coordination Agreement), the Equity Commitment Letters, the Debt Commitment Letters, the Equity Backstop Commitment Agreement, the Plan, any plan supplement, any 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~~ 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.

Notwithstanding the foregoing, no Releasing Party shall be deemed to have released (a) any Section 510(b) Claim against the Debtors, or (b) any claim arising from rescission of a purchase or sale of Existing Common Stock or for damages arising from the purchase or sale of Existing Common Stock against one or more of the Debtors' current or former officers or directors; provided that each Releasing Party shall only be entitled to

assert the claims identified in subclause (b) above as a member of a class in a class action in which such Releasing Party is not a lead plaintiff and to respond to or oppose any objections or challenges to such Releasing Party's inclusion in such class action.

**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 validly 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*

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*Counsel to the Debtors*



**Exhibit EB**

**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’ Amended 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’ Amended Joint Plan of Reorganization ~~under~~ 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. [Therefore, you should read this letter carefully and discuss it with your attorney. If you do not have an attorney, you may wish to consult one.](#)

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 envelope<sup>1</sup>.

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<sup>1</sup> Service of the Solicitation Package by electronic mail to Holders for which email addresses are available, as well as to beneficial holders of Class 45 Senior Subordinated Noteholder Claims and Class 911 Existing Common Stock, will not contain a pre-addressed, postage pre-paid return envelope.

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 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](mailto: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 DC**

**Cure Notice**



[Reorganization Under Chapter 11 of the Bankruptcy Code](#) [D.I. \_\_\_] (including all schedules, annexes and exhibits thereto and as may be amended, modified or supplemented from time to time, the “Plan”)<sup>2</sup> 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.**<sup>3</sup>

**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.~~, [Wilmington Savings Fund Society, FSB](#), as administrative agent under the Debtors’ prepetition credit facility, Stroock & Stroock & Lavan LLP, 180 Maiden Lane, New York, NY

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

<sup>3</sup> 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.

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~~ [Honeywell International Inc., Kirkland & Ellis](#) LLP, ~~450601~~ [Lexington Avenue, New York, NY 1001710022](#), Attn: ~~Brian M. Resnick~~ [Nicole L. Greenblatt, P.C., Mark McKane, P.C. and Joseph M. Graham](#); (k) counsel to [Oaktree Capital Management, L.P. and Centerbridge Partners, L.P., as Plan Sponsors, Milbank LLP, 55 Hudson Yards, New York, NY 10003, Attn: Dennis F. Dunne, Andrew M. Leblanc and Andrew C. Harmeyer](#); (l) counsel to the [Additional Investors, Jones Day, 250 Vesey Street, New York, NY 10281, Attn: Anna Kordas and Jones Day, 555 S. Flower St., 50<sup>th</sup> Floor, Los Angeles, CA 90071, Attn: Bruce Bennett, Joshua Y. Sturm; M. Mester and James O. Johnston](#); and (m) 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.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](http://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, [the Plan Supplement](#), [the](#) Disclosure Statement or [the](#) 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*

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

*Counsel to the Debtors*

**Schedule 1**

<b>Debtor</b>	<b>Counterparty</b>	<b>Description of Contract</b>	<b>Cure Cost (If Any)</b>

**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*

D-1

Prepetition Credit Agreement Claims Ballot



~~**REJECT.<sup>3</sup> 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 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.

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<sup>3</sup> 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.

~~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 30<sup>th</sup> 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.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](http://www.pacer.psc.uscourts.gov)), or (ii) free of charge by accessing the website of the Debtors' Solicitation Agent, <http://www.kecllc.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.kecllc.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@sullerom.com~~

~~gluecksteinb@sullerom.com~~

~~kranzleya@sullerom.com~~

~~bellerb@sullerom.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**

_____	*	_____
In re	÷	<del>Chapter 11</del>
	÷	
GARRETT MOTION INC., et al., <sup>†</sup>	÷	<del>Case No. 20-12212 (MEW)</del>
	÷	
_____ Debtors.	÷	<del>Jointly Administered</del>
	÷	
_____	*	

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

**CLASS 34  
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~~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.**

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<sup>†</sup>~~The last four digits of Garrett Motion Inc.'s tax identification number are 3189. Due to the large number of debtor entities in these Chapter 11 Cases, which are being jointly administered, a complete list of the 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.keelle.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’ Amended 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’ Amended 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 34 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 ~~34~~—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~~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~~their Estates, including any successor and assign to the Debtors, ~~the~~ Reorganized Debtors or any ~~Estate~~estate representative, from all claims, obligations, rights, suits, damages, ~~Causes~~causes of ~~Action~~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~~their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the ~~Holder~~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~~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,~~ preparation, dissemination, implementation, administration, confirmation and/or effectuation of the Restructuring Support Agreement (and each prior version thereof), the Plan Support Agreement (and each prior version thereof, including the Coordination Agreement), the Equity Commitment Letters, the Debt Commitment Letters, the Equity Backstop Commitment Agreement, the Plan, any plan supplement, any 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~~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 respective 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~~Petition Date to any ~~entity~~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~~ Restructuring Support Agreement (and each prior version thereof), the Plan Support Agreement (and each prior version thereof, including the Coordination Agreement), the

Equity Commitment Letters, the Debt Commitment Letters, the Equity Backstop Commitment Agreement, any disclosure statement, the Plan, ~~the~~any 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~~or other actions taken in furtherance of confirmation ~~and~~or consummation of the Plan); (iv) the offer and or issuance of any securities under or in connection with the Plan; or (v) the administration ~~and~~or 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~~ Voluntary Release by Holders of Claims and Interests

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~~reorganization contemplated by the Plan, ~~and~~ the release of mortgages, liens, and security interests on property of the Estates, ~~the distribution of proceeds~~and distributions made pursuant to the Plan, 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, ~~or~~ 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~~their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the ~~Holder~~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,~~ preparation, dissemination, implementation, administration, confirmation and/or effectuation of the Restructuring Support Agreement (and each prior version thereof), the Plan Support Agreement (and each prior version thereof, including the Coordination Agreement), the Equity Commitment Letters, the Debt Commitment Letters, the Equity Backstop Commitment Agreement, the Plan, any plan supplement, any 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~~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.

Notwithstanding the foregoing, no Releasing Party shall be deemed to have released (a) any Section 510(b) Claim against the Debtors, or (b) any claim arising from rescission of a purchase or sale of Existing Common Stock or for damages arising from the purchase or sale of Existing Common Stock against one or more of the Debtors' current or former officers or directors; provided that each Releasing Party shall only be entitled to assert the claims identified in subclause (b) above as a member of a class in a class action in which such Releasing Party is not a lead plaintiff and to respond to or oppose any objections or challenges to such Releasing Party's inclusion in such class action.

**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 validly 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 34 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
<u>34</u>	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 34 Prepetition Credit Agreement Claims set forth in Item 1 elects to:

<input type="checkbox"/> <b>OPT-IN</b> 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 34 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 34 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 34; and
- (d) no other Ballots with respect to the amount of the Claims in Class 34 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~~cast 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 34 – 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~~[Appendix 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) [if you vote against the Plan or abstain from voting](#), 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 D-2**

**Senior Subordinated Noteholder Claims Master Ballot**



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

_____	X	_____
<u>In re</u>	·	<u>Chapter 11</u>
	·	
<u>GARRETT MOTION INC., et al.,<sup>1</sup></u>	·	<u>Case No. 20-12212 (MEW)</u>
	·	
_____ Debtors.	·	<u>Jointly Administered</u>
	·	
_____	X	

**MASTER BALLOT FOR VOTING TO ACCEPT OR**  
**REJECT THE PROPOSED DEBTORS' ~~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.**~~

<sup>1</sup> [The last four digits of Garrett Motion Inc.'s tax identification number are 3189. Due to the large number of debtor entities in these Chapter 11 Cases, which are being jointly administered, a complete list of the 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.](http://www.kccllc.net/garrettmotion)

**EXHIBIT F-2**

**Senior Subordinated Noteholder Claims Master Ballot**

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

=====	⌘	=====
In re	÷	<del>Chapter 11</del>
	÷	
GARRETT MOTION INC., et al., <sup>†</sup>	÷	<del>Case No. 20-12212 (MEW)</del>
=====	÷	
Debtors.	÷	<del>Jointly Administered</del>
=====	÷	
=====	⌘	

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

~~REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE~~

MASTER BALLOT FOR HOLDERS OF CLASS **45** SENIOR SUBORDINATED  
NOTEHOLDER CLAIMS

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

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

HOLDERS OF CLASS **45** 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 **5** 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

<sup>†</sup> ~~The last four digits of Garrett Motion Inc.'s tax identification number are 3189. Due to the large number of  
debtor entities in these Chapter 11 Cases, which are being jointly administered, a complete list of the 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.keelle.net/garrettmotion>. The Debtors' corporate headquarters is located at La Pièce 16, Rolle,  
Switzerland.~~

**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.**

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~~Garrett Motion Inc. **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.**~~

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~~Garrett Motion Inc. and certain of~~and its affiliated debtors and debtors-in-possession (collectively, the “Debtors”) are soliciting votes with respect to the proposed *Debtors’ Amended 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 Debtors’ Amended 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 5 on behalf of one or more beneficial holders of Senior Subordinated Notes (each, a “Beneficial Holder”) 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 a 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 5 Senior Subordinated Noteholder Claims entitled to vote are identified on Exhibit A attached hereto.

**THE VOTES OF YOUR BENEFICIAL HOLDERS WILL BE APPLIED TO EACH DEBTOR WITH CLASS 5 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 transmitting the votes of your Beneficial Holders to accept or reject the Plan and certain elections and 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 your 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.

Your Beneficial Holders of Senior Subordinated Noteholder Claims for whom you are the Nominee should review the Disclosure Statement, the Plan, and the instructions contained in the Beneficial Holder Ballots before they cast their votes. Such Beneficial Holders may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of their 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, Reorganized Debtors and their Estates, including any successor and assign to the Debtors, the 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 their 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 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, preparation, dissemination, implementation, administration, confirmation and/or effectuation of the Restructuring Support Agreement (and each prior version thereof), the Plan Support Agreement (and each prior version thereof, including the Coordination Agreement), the Equity Commitment Letters, the Debt Commitment Letters, the Equity Backstop Commitment Agreement, the Plan, any plan supplement, any 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, 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 respective 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 Restructuring Support Agreement (and each prior version thereof), the Plan Support Agreement (and each prior version thereof, including the Coordination Agreement), the Equity Commitment Letters, the Debt Commitment Letters, the Equity Backstop Commitment Agreement, any disclosure statement, the Plan, any 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 or other actions taken in furtherance of confirmation or consummation of the Plan); (iv) the offer or issuance of any securities under or in connection with the Plan; or (v) the administration or 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, fraud or a criminal act.

Section 11.9 of the Plan contains the following Voluntary Release by Holders of Claims and Interests

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 reorganization contemplated by the Plan, the release of mortgages, liens and security interests on property of the Estates, and distributions made pursuant to the Plan, 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 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 their 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, preparation, dissemination, implementation, administration, confirmation and/or effectuation of the Restructuring Support Agreement (and each prior version thereof), the Plan Support Agreement (and each prior version thereof, including the Coordination Agreement), the Equity Commitment Letters, the Debt Commitment Letters, the Equity Backstop Commitment Agreement, the Plan, any plan supplement, any 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, fraud, or a criminal act.

Notwithstanding the foregoing, no Releasing Party shall be deemed to have released (a) any Section 510(b) Claim against the Debtors, or (b) any claim arising from rescission of a purchase or sale of Existing Common Stock or for damages arising from the purchase or sale of Existing Common Stock against one or more of the Debtors' current or former officers or directors; *provided* that each Releasing Party shall only be entitled to assert the claims identified in subclause (b) above as a member of a class in a class action in which such Releasing Party is not a lead plaintiff and to respond to or oppose any objections or challenges to such Releasing Party's inclusion in such class action.

#### 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 validly 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 5 Senior Subordinated Noteholder Claims listed in Item 2 below, and is the record holder of the applicable notes; 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 5 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 5 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. Claims Vote on Plan.**

The undersigned transmits the following votes of Beneficial Holders and certifies that the following Beneficial Holders, as identified by their respective customer account numbers set forth below, are the Beneficial Holders of the Claims voted 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.

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

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 Claims to accept or reject the Plan and may not split its 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 should 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 which Holder, if any, that is voting to reject the Plan or is abstaining from voting on the Plan has opted in to the release contained in Section 11.9 of the Plan.**

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

**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 5 Senior Subordinated Noteholder Claims for which such Beneficial Holders have submitted other Beneficial Holder Ballots other than to the undersigned:

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

**Item 4. Certifications.**

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

- (a) it has delivered the Solicitation Packages, including the Disclosure Statement and the Beneficial Holder Ballots, 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 Beneficial Holders of the Senior Subordinated Noteholder Claims listed in Item 2 above, or it has otherwise been authorized by each such Beneficial Holder to transmit its 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 cast 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; (iv) each such Beneficial Holder's certification as to other Claims voted in the same Class and the customer account or other identification number for each such Beneficial Holder and (v) where applicable, each such Beneficial Holder's election with respect to the releases contained in the Plan; 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]

<u>Name of Nominee:</u>	_____
	<u>(Print or Type)</u>
<u>Participant Number:</u>	_____
<u>Name of Proxy Holder or Agent for Nominee (if applicable):</u>	_____
	<u>(Print or Type)</u>
<u>Signature:</u>	_____
<u>Name of Signatory:</u>	_____
<u>Title:</u>	_____
<u>Address</u>	_____
	_____
	_____
<u>Date Completed:</u>	_____
<u>Email Address:</u>	_____

**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 5 – 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 [Appendix A to the Disclosure Statement](#). Capitalized terms used in this [Master 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 Packages to all your 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 your Beneficial Holders in accordance with your customary practices. You are authorized to collect votes to accept or to reject the Plan from your 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 your Beneficial Holders through online voting, by phone, facsimile, or other electronic means. The votes cast by your Beneficial Holders 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 such votes by **the Voting Deadline of March 24, 2021 at 8:00 p.m. (Eastern Time)**, or otherwise validate their Beneficial Holder Ballots in a manner acceptable to the Solicitation Agent. You should advise your Beneficial Holders to return their individual Beneficial Holder Ballots (or otherwise transmit their vote) to you by a date calculated to allow you 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.
4. 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, 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.

5. If your Master Ballot is received after the Voting Deadline and if the Voting Deadline is not extended, the votes cast thereby 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 Holders of the applicable Claims;
- any Master Ballot cast by an entity that is not a Nominee for a Beneficial Holder of Class 5 Senior Subordinated Noteholder Claims or otherwise has the right to cast ballots on behalf of such Beneficial Holder 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 transmitting the vote submitted by any party not entitled to cast a vote with respect to the Plan.

6. 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.

7. 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.

8. After the Voting Deadline, no Master Ballot may be withdrawn or modified without the prior consent of the Debtors.

9. If you are both the Nominee and the Beneficial Holder of any Senior Subordinated Noteholder 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. A Beneficial Holder Ballot that partially rejects and partially accepts the Plan will not be counted.

10. 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.
11. Please be sure to sign and date the Master Ballot. If you are signing this Master 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 specify such 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 the applicable Nominee. 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.
12. 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.
13. 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 Nominee in the Senior Subordinated Notes 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 Senior Subordinated Notes 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 Senior Subordinated Notes; 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 MASTER BALLOT PROMPTLY.**

**IF YOU HAVE ANY QUESTIONS REGARDING THIS MASTER 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**  
**MASTER BALLOT ON OR BEFORE MARCH 24, 2021 AT 8:00 P.M.**  
**(EASTERN TIME), YOUR BENEFICIAL HOLDERS' VOTES WILL NOT BE**  
**COUNTED.**

**Exhibit A**

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

**CLASS 5 – SENIOR SUBORDINATED NOTEHOLDER CLAIMS**

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

**EXHIBIT D-3**

**Senior Subordinated Noteholder Claims Beneficial Ballot**



Garrett Motion Inc. and its affiliated debtors and debtors-in-possession (collectively, the “Debtors”) are soliciting votes with respect to the proposed Debtors’ Amended 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’ Amended 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 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.~~

4 on behalf of a You are receiving this Ballot (this “Beneficial Holder<sup>2</sup> Ballot”) because you have been identified as a Beneficial Holder of a Senior Subordinated Noteholder Claim in Class 5 as of February 15, 2021 (the “Voting Record Date”).

~~This Master Ballot is to be used by Accordingly, you **ashave** 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** right to vote to accept or reject the Plan. Those 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. ISIN for Class ~~4 Senior Subordinated Noteholder~~5 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;~~

<sup>2</sup> ~~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).~~

~~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.~~

You can cast your vote through this Beneficial Holder Ballot by returning 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”) reflecting your vote on 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.

This Beneficial Holder~~This Master~~ Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain elections and 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  
e/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@kccelle.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 If you believe you transmit votes. You or the Beneficial Holders of Senior Subordinated Noteholder Claims for whom have received this Beneficial Holder Ballot in error, or if you are the Nominee may wish to seek legal advice concerning the Plan and the Plan’s classification and treatment of such Claims. believe that you have received the wrong Ballot, please contact the Debtors’ Solicitation Agent immediately at:~~

~~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**~~

[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](mailto: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 5—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~~their Estates, including any successor and assign to the Debtors, the Reorganized Debtors or any ~~Estate~~estate representative, from all claims, obligations, rights, suits, damages, ~~Causes~~causes of ~~Action~~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~~their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the ~~Holder~~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~~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~~, dissemination, implementation, administration, confirmation and/or effectuation of the Restructuring Support Agreement (and each prior version thereof), the Plan Support Agreement (and each prior version thereof, including the Coordination Agreement), the Equity Commitment Letters, the Debt Commitment Letters, the Equity Backstop Commitment Agreement, the Plan Supplement, the Disclosure Statement, any plan supplement, any 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~~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

~~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 respective 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~~ Petition Date to any ~~entity~~ 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~~ Restructuring Support Agreement (and each prior version thereof), the Plan Support Agreement (and each prior version thereof, including the Coordination Agreement), the Equity Commitment Letters, the Debt Commitment Letters, the Equity Backstop Commitment Agreement, any disclosure statement, the Plan, ~~the~~ any 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/or~~ other actions taken in furtherance of confirmation ~~and/or~~ consummation of the Plan); (iv) ~~the offer~~ and/or issuance of any securities under or in connection with the Plan; or (v) the administration ~~and/or~~ 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~~ Voluntary Release by Holders of Claims and Interests

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~~ reorganization contemplated by the Plan, ~~and~~ the release of mortgages, liens, and security interests on property of the Estates, ~~the distribution of proceeds and~~ distributions made pursuant to the Plan, 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, or 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~~their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the ~~Holder~~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, dissemination, implementation, administration, confirmation and/or effectuation of the Restructuring Support Agreement (and each prior version thereof), the Plan Support Agreement (and each prior version thereof, including the Coordination Agreement), the Equity Commitment Letters, the Debt Commitment Letters, the Equity Backstop Commitment Agreement, the Plan Supplement, the Disclosure Statement, any plan supplement, any 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.~~

### Person

#### ~~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"/>
<b>TOTALS</b>					

~~**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]~~

<del>Name of Nominee:</del>	_____
	(Print or Type)
<del>Participant Number:</del>	_____
<del>Name of Proxy Holder or Agent for Nominee (if applicable):</del>	_____
	(Print or Type)
<del>Signature:</del>	_____
<del>Name of Signatory:</del>	_____
<del>Title:</del>	_____
<del>Address:</del>	_____
	_____
	_____
<del>Date Completed:</del>	_____
<del>Email Address:</del>	_____

~~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.~~
- ~~2.1. 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.~~



~~5.1. 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.~~

~~6.1. 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.~~

~~7.1. 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.~~

~~8.1. 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.~~

~~9.1. 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.~~

~~11.1. 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.~~

~~12.1. 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.~~

~~13.1. 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.~~

~~14.1. 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~~

~~(c) 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~~

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

**EXHIBIT F-3**

**~~Senior Subordinated Noteholder Claims Beneficial Ballot~~**

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

<del>_____</del>	<del>*</del>	<del>_____</del>
<del>In re</del>	<del>÷</del>	<del>Chapter 11</del>
	<del>÷</del>	
<del>GARRETT MOTION INC., et al.,<sup>†</sup></del>	<del>÷</del>	<del>Case No. 20-12212 (MEW)</del>
	<del>÷</del>	
<del>_____</del>	<del>÷</del>	<del>Jointly Administered</del>
<del>_____ Debtors.</del>	<del>÷</del>	
	<del>÷</del>	
<del>_____</del>	<del>*</del>	

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

~~**BENEFICIAL HOLDER BALLOT FOR  
HOLDERS OF CLASS 4 SENIOR SUBORDINATED NOTEHOLDER CLAIMS**~~

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

~~IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR  
NOMINEE, IN ORDER FOR YOUR VOTE TO BE COUNTED, YOU MUST FOLLOW  
THE DIRECTIONS OF YOUR NOMINEE AND ALLOW SUFFICIENT TIME FOR  
YOUR NOMINEE TO RECEIVE YOUR VOTE AND TRANSMIT SUCH VOTE ON A  
MASTER BALLOT, WHICH MASTER BALLOT MUST BE RETURNED SO THAT IT  
IS ACTUALLY RECEIVED BY THE 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.~~

<sup>†</sup>—The last four digits of Garrett Motion Inc.'s tax identification number are 3189. Due to the large number of debtor entities in these Chapter 11 Cases, which are being jointly administered, a complete list of the 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.keelle.net/garrettmotion>. The Debtors' corporate headquarters is located at La Pièce 16, Rolle, Switzerland.

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~~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 Holders<sup>2</sup> (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:**~~

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<sup>2</sup> ~~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  
e/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@kcelle.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 the foregoing, no Releasing Party shall 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 released (a) 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 Section 510(b) Claim against the Debtors, or (b) any claim 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 a purchase or sale of Existing Common Stock or for damages arising from 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 Existing Common Stock against one or more of the Debtors' current or former officers or directors; provided that each ease, 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, Releasing Party shall only be entitled to assert the claims identified in subclause (b) above as a 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 of a class in a class action in which 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 Releasing Party is not a lead plaintiff and to respond to or oppose any objections or challenges to such Releasing Party's inclusion in such class action.~~

Section 11.10 of the Plan contains the following Injunction

~~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 validly 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 Class 5 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~~for 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~~Class 5 Claims votes to (*please check one and only one box*):

Voting Class	Description	<u>Principal</u> Amount of Claims Held as of the Voting Record Date	Vote to Accept or Reject the Plan
45	Senior Subordinated Noteholder Claims	<div style="border-bottom: 1px solid black; width: 100%;"></div> <div style="border-bottom: 1px solid black; width: 100%;"></div> <div style="border-bottom: 1px solid black; width: 100%;"></div>	<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 45 Senior Subordinated Noteholder Claims set forth in Item 1 elects to:

**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. 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 45 – 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 45 – Senior Subordinated Noteholder Claims for which it has submitted additional Beneficial Holder Ballots, each of which ~~indicates~~reflects 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 45 – Prepetition Notes Claims Voted	ISIN of Other Class 45 – Senior <del>Subordinated</del> <u>Subordin</u> ated 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 45 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 45 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 45 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~~cast 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 45 – SENIOR SUBORDINATED NOTEHOLDER CLAIMS**

**INSTRUCTIONS FOR COMPLETING THIS BENEFICIAL HOLDER BALLOT**

1. The Debtors are soliciting the votes of Holders of certain Claims with respect to the Plan attached as ~~Exhibit~~Appendix 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) if you vote against the Plan or abstain from voting, 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 45 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, your vote will not be counted unless the Debtors determine otherwise. In all cases, you 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 timely received valid Beneficial Holder Ballot will supersede and revoke any earlier received Beneficial Holder Ballots.

- ~~• 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.~~

~~5.1. 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.~~

~~6.1. 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~~you should not surrender certificates or instruments representing or evidencing ~~their~~your 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~~the applicable 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~~in Class 5, the Debtors may, in their discretion, aggregate ~~the your~~ Claims ~~of any particular holder with multiple Claims within the same~~in Class 5 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)**

**IF THE DEBTORS' SOLICITATION AGENT DOES NOT ACTUALLY RECEIVE THE MASTER BALLOT REFLECTING YOUR VOTE 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 A**

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

**CLASS ~~4~~5 – SENIOR SUBORDINATED NOTES CLAIMS**

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

**EXHIBIT FD-4**

**Honeywell Plan Claims 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.**

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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’ Amended 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’ Amended 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 [elections and](#) 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~~[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~~their Estates, including any successor and assign to the Debtors, the Reorganized Debtors or any ~~Estate~~estate representative, from all claims, obligations, rights, suits, damages, ~~Causes~~causes of ~~Action~~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~~their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the ~~Holder~~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~~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~~, dissemination, implementation, administration, confirmation and/or effectuation of the Restructuring Support Agreement (and each prior version thereof), the Plan Support Agreement (and each prior version thereof, including the Coordination Agreement), the Equity Commitment Letters, the Debt Commitment Letters, the Equity Backstop Commitment Agreement, the Plan Supplement, the Disclosure Statement, any plan supplement, any 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~~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



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 respective 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~~ Petition Date to any ~~entity~~ 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,~~ Restructuring Support Agreement (and each prior version thereof), the Plan, the Support Agreement (and each prior version thereof, including the Coordination Agreement), the Equity Commitment Letters, the Debt Commitment Letters, the Equity Backstop Commitment Agreement, any disclosure statement, the Plan, any 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/or other actions taken in furtherance of confirmation and/or consummation of the Plan); (iv) ~~the offer and/or issuance of any securities under or in connection with the Plan;~~ or (v) the administration ~~and/or~~ 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~~ Voluntary Release by Holders of Claims and Interests

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~~ reorganization contemplated by the Plan, ~~and~~ the release of mortgages, liens, and security interests on property of the Estates, ~~the distribution of proceeds~~ and distributions made pursuant to the Plan, 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, ~~or~~ 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~~ their Estates would

have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the ~~Holder~~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 ~~of,~~ preparation ~~of the Plan, the Plan Supplement, the Disclosure Statement,~~ dissemination, implementation, administration, confirmation and/or effectuation of the Restructuring Support Agreement (and each prior version thereof), the Plan Support Agreement (and each prior version thereof, including the Coordination Agreement), the Equity Commitment Letters, the Debt Commitment Letters, the Equity Backstop Commitment Agreement, the Plan, any plan supplement, any 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 personPerson, 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.

Notwithstanding the foregoing, no Releasing Party shall be deemed to have released (a) any Section 510(b) Claim against the Debtors, or (b) any claim arising from rescission of a purchase or sale of Existing Common Stock or for damages arising from the purchase or sale of Existing Common Stock against one or more of the Debtors' current or former officers or directors; provided that each Releasing Party shall only be entitled to assert the claims identified in subclause (b) above as a member of a class in a class action in which such Releasing Party is not a lead plaintiff and to respond to or oppose any objections or challenges to such Releasing Party's inclusion in such class action.

Section 11.10 of the Plan contains the following Injunction

~~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 validly 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"/> <b>OPT-IN</b> to the voluntary release in Section 11.9 of the Plan
---

<p><b>THE PLAN WILL BIND ALL HOLDERS OF CLAIMS AGAINST AND INTERESTS IN THE DEBTORS TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW.</b></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~~cast 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~~ PLAN 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~~ Appendix 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) if you vote against the Plan or abstain from voting, indicate your decision whether to opt-in to the release in the box provided in Item 2 of ~~the~~ 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.**

~~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 D-5**

**Existing Common Stock Master Ballot**

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

_____	X	_____
<u>In re</u>	•	<u>Chapter 11</u>
	•	
<u>GARRETT MOTION INC., et al.,<sup>1</sup></u>	•	<u>Case No. 20-12212 (MEW)</u>
	•	
_____ Debtors.	•	<u>Jointly Administered</u>
	•	
_____	X	

**MASTER BALLOT FOR VOTING TO ACCEPT OR**  
**REJECT THE PROPOSED DEBTORS' ~~F-5~~**

~~Existing Common Stock Master Ballot~~

<sup>1</sup> [The last four digits of Garrett Motion Inc.'s tax identification number are 3189. Due to the large number of debtor entities in these Chapter 11 Cases, which are being jointly administered, a complete list of the 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.](#)

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

=====	⌘	=====
In re	÷	<del>Chapter 11</del>
	÷	
GARRETT MOTION INC., et al., <sup>†</sup>	÷	<del>Case No. 20-12212 (MEW)</del>
	÷	
=====	÷	<del>Jointly Administered</del>
===== Debtors.	÷	
	÷	
=====	⌘	

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

~~MASTER BALLOT FOR HOLDERS OF CLASS REORGANIZATION UNDER  
CHAPTER 11 OF THE BANKRUPTCY CODE~~

~~MASTER BALLOT FOR HOLDERS OF CLASS 911 EXISTING COMMON STOCK~~

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

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

HOLDERS OF CLASS 911 EXISTING COMMON STOCK 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 11 EXISTING COMMON STOCK 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

<sup>†</sup> ~~The last four digits of Garrett Motion Inc.'s tax identification number are 3189. Due to the large number of  
debtor entities in these Chapter 11 Cases, which are being jointly administered, a complete list of the 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.keelle.net/garrettmotion>. The Debtors' corporate headquarters is located at La Pièce 16, Rolle,  
Switzerland.~~

CHECKING THE “OPT-IN” BOX UNDER ITEM 2 IN THE BENEFICIAL HOLDER BALLOT. YOU SHOULD INDICATE SUCH BENEFICIAL HOLDERS’ VOTE IN ITEM 2 HEREIN.

~~HOLDERS OF CLASS 9 EXISTING COMMON STOCK 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.~~

HOLDERS OF CLASS 911 EXISTING COMMON STOCK THAT VOTE ~~TO ACCEPT~~IN FAVOR OF THE PLAN CAN EXERCISE THE CASH ~~ELECTION-OUT OPTION~~ TO RECEIVE CASH IN LIEU OF ~~SUCH NEW PARENT COMMON STOCK, (I) SHARES OF GMI COMMON STOCK IN NEW GMI AND (II) THE SUBSCRIPTION RIGHTS, IN WHICH CASE SUCH HOLDER SHALL RECEIVE CASH IN LIEU OF ~~SUCH NEW PARENT COMMON STOCK. IF THE SUM OF: (I) THE LESSER (I) SUCH SHARES 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 GMI COMMON STOCK IN THE RIGHTS OFFERING; IS LESS THAN ONE HUNDRED FIFTY MILLION DOLLARS, THEN THE PLAN SPONSOR, IN ITS SOLE DISCRETIONNEW GMI 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(II) SUCH SUBSCRIPTION RIGHTS.~~~~

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Garrett

Motion

Inc.

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~~Garrett Motion Inc. and certain of~~and its affiliated debtors and debtors-in-possession (collectively, the “Debtors”) are soliciting votes with respect to the proposed Debtors’ Amended 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’ Amended 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 911 on behalf of one or more beneficial holders of Existing Common Stock (each, a “Beneficial Holder”<sup>2</sup>) 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.**

~~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.~~

**THE VOTES ~~ON THIS BALLOT FOR CLASS 9 EXISTING COMMON STOCK~~ OF YOUR BENEFICIAL HOLDERS SHALL BE APPLIED TO EACH DEBTOR WITH CLASS 911 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.

~~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~~transmitting the votes of your Beneficial Holders to accept or reject the Plan and ~~making~~

<sup>2</sup> ~~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).~~



certain elections and 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.

~~**-If you believe you have received this Master Ballot in error, please contact the Debtors' Solicitation Agent immediately at:**~~

~~Garrett Motion Ballot Processing Center~~  
~~e/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@kcelle.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~~ Your Beneficial Holders of Existing Common Stock for whom you are the Nominee should review the Disclosure Statement, the Plan, and the instructions contained ~~herein~~ in the Beneficial Holder Ballots before ~~you transmit~~ they cast their votes. ~~You or the~~ Such

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~~their 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~~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~~vote in favor of the Plan may exercise the Cash ~~Election-Out Option~~ to receive Cash in lieu of ~~such New Parent~~(i) shares of GMI Common Stock in New GMI and (ii) the Subscription Rights, in which case such ~~Holder~~Holders shall receive Cash in lieu of (i) such New Parentshares of GMI Common Stock in New GMI and (ii) such Subscription Rights.

**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**

~~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~~their Estates, including any successor and assign to the Debtors, the Reorganized Debtors or any ~~Estate~~estate representative, from all claims, obligations, rights, suits, damages, ~~Causes~~causes of ~~Action~~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~~their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the ~~Holder~~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~~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,~~ dissemination, implementation, administration, confirmation and/or effectuation of the Restructuring Support Agreement (and each prior version thereof), the Plan Support Agreement (and each prior version thereof, including the Coordination Agreement), the Equity Commitment Letters, the Debt Commitment Letters, the Equity Backstop Commitment Agreement, the Plan, any plan supplement, any 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~~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

~~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 respective 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~~ Petition Date to any ~~entity~~ 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~~ Restructuring Support Agreement (and each prior version thereof), the Plan Support Agreement (and each prior version thereof, including the Coordination Agreement), the Equity Commitment Letters, the Debt Commitment Letters, the Equity Backstop Commitment Agreement, any disclosure statement, the Plan, any 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/or other actions taken in furtherance of confirmation and/or consummation of the Plan); (iv) ~~the offer and/or issuance of any securities under or in connection with the Plan;~~ or (v) the administration and/or 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~~ Voluntary Release by Holders of Claims and Interests

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~~ reorganization contemplated by the Plan, ~~and~~ the release of mortgages, liens, and security interests on property of the Estates, ~~the distribution of proceeds~~ and distributions made pursuant to the Plan, 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, or 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~~their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the ~~Holder~~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,~~ preparation, dissemination, implementation, administration, confirmation and/or effectuation of the Restructuring Support Agreement (and each prior version thereof), the Plan Support Agreement (and each prior version thereof, including the Coordination Agreement), the Equity Commitment Letters, the Debt Commitment Letters, the Equity Backstop Commitment Agreement, the Plan, any plan supplement, any 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~~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.

Notwithstanding the foregoing, no Releasing Party shall be deemed to have released (a) any Section 510(b) Claim against the Debtors, or (b) any claim arising from rescission of a purchase or sale of Existing Common Stock or for damages arising from the purchase or sale of Existing Common Stock against one or more of the Debtors' current or former officers or directors; provided that each Releasing Party shall only be entitled to assert the claims identified in subclause (b) above as a member of a class in a class action in which such Releasing Party is not a lead plaintiff and to respond to or oppose any objections or challenges to such Releasing Party's inclusion in such class action.

**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 validly 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 911 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 911 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 911 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~~the Interests voted 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.

The Plan, though proposed jointly, constitutes a separate Plan proposed by each Debtor. Accordingly, the vote cast by each Beneficial Holder will be applied in the same manner and in the same number of shares against each applicable Debtor.

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~~its 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~~should 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~~which Holder, if any, that is voting to reject the Plan or is 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~~ that vote in favor of the Plan may exercise the Cash ~~Election-Out Option~~ to receive Cash in lieu of ~~such New Parent~~ (i) shares of GMI Common Stock in New GMI and (ii) the Subscription Rights, in which case such ~~Holder~~ Holders shall receive Cash in lieu of ~~(i) such New Parent~~ (i) such New Parent shares of GMI Common Stock ~~in New GMI and (ii) such Subscription Rights~~. Such Beneficial Holders may exercise the Cash-Out Option for all or none of ~~the Cash Election~~ its Existing Common Stock and may not make a partial election to receive ~~cash~~ Cash in lieu of ~~(i) shares of GMI Common Stock in New Parent Common Stock, GMI and (ii) the Subscription Rights~~. If any Beneficial Holder ~~partially~~ exercises the Cash ~~Election-Out Option~~ only for a portion of its Existing Common Stock, such Beneficial Holder will be deemed to have not made the election.

The shares held by those Beneficial Holders exercising the Cash ~~Election-Out Option~~ are to be tendered into the account established by the Depository Trust Company (“DTC”) for such ~~purposes~~ purpose. 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-Out Option~~. 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	Item 2.A			Item 2.B	Item 2.C	
		Indicate the vote cast on the Beneficial Holder Ballot by checking the appropriate box below.			Check the box below if the Beneficial Holder checked the box in Item 2 of their Ballot	Check the box and input <u>DTC</u> 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 <del>Third Party</del> <u>Voluntary Release by Holders of Claims and Interests</u>	Cash <del>Election-Out</del> <u>Option</u>	VOI Number
1		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>TOTALS</b>							



**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,~~ delivered the Solicitation Packages, including the Disclosure Statement and 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 Beneficial Holders of the Existing Common Stock listed in Item 2 above ~~being voted,~~ or it has otherwise been authorized by each such Beneficial Holder ~~of the Existing Common Stock listed in Item 2 above to transmit each such Beneficial Holder's~~ 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~~ Interests, then any such earlier ~~received~~ cast 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 (v) where applicable, each such Beneficial Holder's election with respect to the releases contained in the Plan; 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~~MARCH 24, 2021 AT 8:00 P.M. (EASTERN  
TIME).**

**CLASS 911 – 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~~Appendix A to the Disclosure Statement. Capitalized terms used in this Master 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 your 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 your 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~~The votes cast by your Beneficial ~~Holder Ballot returned to you by a Beneficial Holder~~Holders 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~~their votes 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~~

~~3. (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 You should advise your Beneficial Holders to return their individual Beneficial Holder Ballots (or otherwise transmit their vote) to you by a date calculated to allow you 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.~~

~~5.4.~~ 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.

~~6.5.~~ 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~~holders of the ~~Claim~~applicable Interests;
- any Master Ballot cast by an entity that ~~does~~is not ~~hold~~a Nominee for a Beneficial Holder of Class 911 Existing Common Stock or otherwise has the right to cast ballots on behalf of such Beneficial Holder 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 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 [transmitting the vote](#) submitted by any party not entitled to cast a vote with respect to the Plan.
6. 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.
- ~~submitted by any party not entitled to cast a vote with respect to the Plan.~~
- 7.1. ~~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.~~
7. If multiple Master Ballots are received from the same Nominee with respect to the same [Interests](#) prior to the Voting Deadline, the last Master Ballot timely received will supersede and revoke any earlier received Master Ballots.
8. After the Voting Deadline, no Master Ballot may be withdrawn or modified without the prior consent of the Debtors.

~~8.1. Claims prior to the Voting Deadline, the last Master Ballot timely received will supersede and revoke any earlier received Master Ballots.~~

~~9.1. After the Voting Deadline, no Master Ballot may be withdrawn or modified without the prior consent of the Debtors.~~

~~10.9.~~ 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~~ Interests and you must vote all of your ~~Claims~~ Interests in the same Class to either accept or reject the Plan and may not split your vote. ~~Accordingly, a~~ 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~~ must not be counted.

~~11.10.~~ Beneficial Holders that vote to accept the Plan may exercise all or none of the Cash ~~Election-Out Option~~ and may not make a partial election to receive cash in lieu of ~~New Parent~~ (i) shares of GMI Common Stock, in New GMI and (ii) the Subscription Rights. If a Beneficial Holder of any of the Existing Common Stock partially exercises the Cash ~~Election-Out Option~~ 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~~ this Master Ballot that such Beneficial Holder did not exercise the Cash ~~Election-Out Option~~.

~~12.1. 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.~~

~~11. Please be sure to sign and date the Master Ballot. 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 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 specify such 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 the applicable Nominee. 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.~~

~~13.1. 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. 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 Interests, 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:

~~14.1. Claims, and neither the Debtors nor the Debtors' Solicitation Agent will accept delivery of any such certificates or instruments surrendered together with a Ballot.~~

~~15.1. 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~~Nominees in the ~~Claims~~Existing Common Stock 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~~Existing Common Stock 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~~Existing Common Stock; 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~~Interest amount.

**PLEASE RETURN YOUR MASTER BALLOT PROMPTLY.**

**IF YOU HAVE ANY QUESTIONS REGARDING THIS MASTER 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.**



~~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 D-6**

**Existing Common Stock Beneficial Ballot**

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

_____	X	_____
<u>In re</u>	·	<u>Chapter 11</u>
	·	
<u>GARRETT MOTION INC., et al.,<sup>1</sup></u>	·	<u>Case No. 20-12212 (MEW)</u>
	·	
_____	·	<u>Jointly Administered</u>
_____ Debtors.	·	
	·	
_____	X	

**BENEFICIAL HOLDER BALLOT FOR VOTING TO ACCEPT OR**  
**REJECT THE PROPOSED DEBTORS' ~~F-6~~**

~~Existing Common Stock Beneficial Ballot~~

<sup>1</sup> [The last four digits of Garrett Motion Inc.'s tax identification number are 3189. Due to the large number of debtor entities in these Chapter 11 Cases, which are being jointly administered, a complete list of the 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.](#)

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

<del>_____</del>	⌘	<del>_____</del>
<del>In re</del>	÷	<del>Chapter 11</del>
	÷	
<del>GARRETT MOTION INC., et al.,<sup>†</sup></del>	÷	<del>Case No. 20-12212 (MEW)</del>
	÷	
<del>_____ Debtors.</del>	÷	<del>Jointly Administered</del>
	÷	
<del>_____</del>	⌘	

~~BENEFICIAL HOLDER BALLOT FOR VOTING TO ACCEPT OR  
REJECT THE PROPOSED DEBTORS' AMENDED JOINT PLAN OF  
REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE~~

~~REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE~~

**BENEFICIAL HOLDER BALLOT FOR  
HOLDERS OF CLASS 11 EXISTING COMMON STOCK**

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

~~9-EXISTING COMMON STOCK~~

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

~~IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR  
NOMINEE,~~ IN ORDER FOR YOUR VOTE AND ELECTIONS TO BE COUNTED, YOU  
MUST FOLLOW THE DIRECTIONS OF YOUR NOMINEE AND ALLOW  
SUFFICIENT TIME FOR YOUR NOMINEE TO RECEIVE YOUR VOTE AND  
TRANSMIT SUCH VOTE ON A MASTER BALLOT, WHICH MASTER BALLOT  
MUST BE RETURNED SO THAT IT IS ACTUALLY RECEIVED BY THE  
SOLICITATION AGENT ON OR BEFORE ~~MARCH~~MARCH 24, 2021 AT 8:00 P.M.  
(EASTERN TIME) (THE "VOTING DEADLINE").

<sup>†</sup> ~~The last four digits of Garrett Motion Inc.'s tax identification number are 3189. Due to the large number of  
debtor entities in these Chapter 11 Cases, which are being jointly administered, a complete list of the 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.keelle.net/garrettmotion>. The Debtors' corporate headquarters is located at La Pièce 16, Rolle,  
Switzerland.~~

~~IF, HOWEVER, YOU RECEIVED A “PRE-VALIDATED” BALLOT FROM YOUR NOMINEE WITH INSTRUCTIONS TO SUBMIT SUCH BALLOT DIRECTLY TO THE SOLICITATION AGENT, IN ORDER FOR YOUR VOTE TO BE COUNTED, YOU MUST COMPLETE, EXECUTE, AND RETURN THE “PRE-VALIDATED” BALLOT, SO AS TO BE ACTUALLY RECEIVED BY THE SOLICITATION AGENT BY 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.~~

~~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.~~

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~~Garrett Motion Inc. and certain of~~ 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 IN FAVOR OF THE PLAN, YOU CAN EXERCISE THE CASH-OUT OPTION TO RECEIVE CASH IN LIEU OF (I) SHARES OF GMI COMMON STOCK IN NEW GMI AND (II) THE SUBSCRIPTION RIGHTS, IN WHICH CASE YOU SHALL RECEIVE CASH IN LIEU OF (I) SUCH SHARES OF GMI COMMON STOCK IN NEW GMI AND (II) SUCH SUBSCRIPTION RIGHTS.**

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Garrett Motion Inc. and its affiliated debtors and debtors-in-possession (collectively, the “Debtors”) are soliciting votes with respect to the proposed *Debtors’ Amended 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’ Amended 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 Holders<sup>2</sup> (this “Beneficial Holder Ballot”) because you have been identified as a Beneficial Holder of Existing Common Stock in Class 911 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

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<sup>2</sup> 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).

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

**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 [911](#)—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**

~~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~~their Estates, including any successor and assign to the Debtors, the Reorganized Debtors or any ~~Estate~~estate representative, from all claims, obligations, rights, suits, damages, ~~Causes~~causes of ~~Action~~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~~their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the ~~Holder~~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~~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~~, dissemination, implementation, administration, confirmation and/or effectuation of the Restructuring Support Agreement (and each prior version thereof), the Plan Support Agreement (and each prior version thereof, including the Coordination Agreement), the Equity Commitment Letters, the Debt Commitment Letters, the Equity Backstop Commitment Agreement, the Plan, the Plan Supplement, the Disclosure Statementany plan supplement, any 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~~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

~~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 respective 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~~ Petition Date to any ~~entity~~ 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 Restructuring Support Agreement (and each prior version thereof), the Plan Support Agreement (and each prior version thereof, including the Coordination Agreement), the Equity Commitment Letters, the Debt Commitment Letters, the Equity Backstop Commitment Agreement, any~~ disclosure statement, the Plan, ~~the~~ any 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/or~~ other actions taken in furtherance of confirmation ~~and/or~~ consummation of the Plan); (iv) ~~the~~ offer ~~and/or~~ issuance of any securities under or in connection with the Plan; or (v) the administration ~~and/or~~ 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~~ Voluntary Release by Holders of Claims and Interests

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~~ reorganization contemplated by the Plan, ~~and~~ the release of mortgages, liens, and security interests on property of the Estates, ~~the distribution of proceeds~~ and distributions made pursuant to the Plan, 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, ~~or~~ 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~~their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the ~~Holder~~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 ~~of,~~ preparation ~~of the Plan,~~ dissemination, implementation, administration, confirmation and/or effectuation of the Restructuring Support Agreement (and each prior version thereof), the Plan Supplement, the Disclosure Statement Support Agreement (and each prior version thereof, including the Coordination Agreement), the Equity Commitment Letters, the Debt Commitment Letters, the Equity Backstop Commitment Agreement, the Plan, any plan supplement, any 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~~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.

Notwithstanding the foregoing, no Releasing Party shall be deemed to have released (a) any Section 510(b) Claim against the Debtors, or (b) any claim arising from rescission of a purchase or sale of Existing Common Stock or for damages arising from the purchase or sale of Existing Common Stock against one or more of the Debtors' current or former officers or directors; provided that each Releasing Party shall only be entitled to assert the claims identified in subclause (b) above as a member of a class in a class action in which such Releasing Party is not a lead plaintiff and to respond to or oppose any objections or challenges to such Releasing Party's inclusion in such class action.

Section 11.10 of the Plan contains the following Injunction

~~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 validly 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 911 in order to have your vote counted.

Please note that you are voting all of your ~~Claims~~Interests 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~~Interests 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~~Class 11 Existing Common Stock 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
<u>911</u>	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"/> <del>OPT-IN to the voluntary release in Section 11.9 of the Plan</del>
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<p><del><b>THE PLAN WILL BIND ALL HOLDERS OF CLAIMS AGAINST AND INTERESTS IN THE DEBTORS TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW.</b></del></p>
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~~Item 3.~~ 11 Existing Common Stock set forth in Item 1 elects to:

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. Cash-Election-Out Option.**

Pursuant to the Plan, each Holder of Existing Common Stock that votes ~~to accept~~ in favor of the Plan may, by its election, receive (or cause its affiliated designee to receive) Cash in an amount equal to the ~~cash equivalent~~ Cash-Out Consideration of ~~its Allocable Share~~ \$6.25 for each share of ~~New Parent~~ Existing Common Stock properly delivered under the Cash-Out Option.

You may exercise the Cash-Out Option for all or none of ~~the Cash Election~~ your Existing Common Stock and may not make a partial election to receive ~~cash~~ Cash in lieu of (i) shares of GMI Common Stock in New Parent Common Stock, GMI and (ii) the Subscription Rights. If you ~~partially~~ exercise the ~~Cash-Election-Out Option only for a portion of your Existing Common Stock~~, 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-Out Option~~ 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-Out Option~~ account after your Nominee has tendered them at DTC. Once Existing Common Stock has been tendered to the Cash ~~Election-Out Option~~ account, no further trading will be permitted in your Existing Common Stock held in the Cash ~~Election-Out Option~~ account. If the Plan is not confirmed, DTC will, in accordance with its customary practices and procedures, return ~~all your~~ Existing Common Stock held in the Cash ~~Election-Out Option~~ account to the applicable Nominee for credit to ~~the your~~ account of ~~the applicable Beneficial Holder~~.

**The Holder of the Class 11 Existing Common Stock identified in Item 1 above:**

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

**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 911 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 911 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 911 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~~cast 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 911 – 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 [Appendix 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.

**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.**

**~~INSTRUCTIONS FOR COMPLETING THIS BENEFICIAL HOLDER BALLOT~~**

- ~~16.1. 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.~~
- ~~17.1. 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) [if you vote against the Plan or abstain from voting](#), indicate your decision whether to opt-in to the release in the box provided in [Item 2](#) of this Beneficial Holder Ballot; (d) [if you vote to accept the Plan](#), indicate your decision whether to exercise the Cash ~~Election~~ [Out Option](#) 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;

~~18.1. 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.~~

~~19.1. 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 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 911 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 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.

- ~~• 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.~~

~~20. 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.~~

~~21. 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.~~

22.7. 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.

23.8. If you vote to accept the Plan, you ~~my~~may exercise all or none of the Cash ~~Election-Out Option~~ in Item 3 of this Beneficial Holder Ballot and may not make a partial election to receive cash in lieu of ~~New Parent~~(i) shares of GMI Common Stock; in New GMI and (ii) the Subscription Rights. If you partially exercise the Cash ~~Election-Out Option~~ in Item 3 of this Beneficial Holder Ballot, you will be deemed to have not made the election.

24.9. 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.

~~25.10.~~ 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.

~~26.11.~~ 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.

~~27.12.~~ 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.

~~28.13.~~ 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.**

~~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:~~

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(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 FD-7**

**Existing Common Stock Registered Holder 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 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 IF YOU VOTE IN FAVOR 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 OUT OPTION TO RECEIVE CASH IN LIEU OF ~~SUCH NEW PARENT COMMON STOCK~~ (I) SHARES OF GMI COMMON STOCK IN NEW GMI AND (II) THE SUBSCRIPTION RIGHTS, IN WHICH CASE YOU SHALL RECEIVE CASH IN LIEU OF ~~SUCH NEW PARENT COMMON STOCK. IF THE SUM OF: (I) THE LESSER (I) SUCH SHARES 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~~ GMI COMMON STOCK IN THE RIGHTS OFFERING; IS LESS THAN ONE HUNDRED FIFTY MILLION DOLLARS, THEN THE PLAN SPONSOR, IN ITS SOLE DISCRETION NEW GMI 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 (II) SUCH SUBSCRIPTION RIGHTS.~~

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Garrett

Motion

Inc.

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~~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’ Amended 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’ Amended 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 911 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 911—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~~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**

**~~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~~ their Estates, including any successor and assign to the Debtors, the Reorganized Debtors or any ~~Estate~~ estate representative, from all claims, obligations, rights, suits, damages, ~~Causes~~ causes of ~~Action~~ 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~~ their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the ~~Holder~~ 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~~ 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~~, dissemination, implementation, administration, confirmation and/or effectuation of the Restructuring Support Agreement (and each prior version thereof), the Plan Support Agreement (and each prior version thereof, including the Coordination Agreement), the Equity Commitment Letters, the Debt Commitment Letters, the Equity Backstop Commitment Agreement, the Plan, the Plan Supplement, the Disclosure Statement any plan supplement, any 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~~ 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

~~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 respective 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~~ Petition Date to any ~~entity~~ 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~~ Restructuring Support Agreement (and each prior version thereof), the Plan Support Agreement (and each prior version thereof, including the Coordination Agreement), the Equity Commitment Letters, the Debt Commitment Letters, the Equity Backstop Commitment Agreement, any disclosure statement, the Plan, the ~~any~~ 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/or~~ other actions taken in furtherance of confirmation ~~and/or~~ consummation of the Plan); (iv) ~~the offer~~ and/or issuance of any securities under or in connection with the Plan; or (v) the administration ~~and/or~~ 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~~ Voluntary Release by Holders of Claims and Interests

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~~ reorganization contemplated by the Plan, ~~and~~ the release of mortgages, liens, and security interests on property of the Estates, ~~the distribution of proceeds~~ and distributions made pursuant to the Plan, 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, ~~or~~ 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~~ their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the ~~Holder~~ 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 ~~of~~,

preparation of the Plan, dissemination, implementation, administration, confirmation and/or effectuation of the Restructuring Support Agreement (and each prior version thereof), the Plan Supplement, the Disclosure Statement Support Agreement (and each prior version thereof, including the Coordination Agreement), the Equity Commitment Letters, the Debt Commitment Letters, the Equity Backstop Commitment Agreement, the Plan, any plan supplement, any 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~~ 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.

Notwithstanding the foregoing, no Releasing Party shall be deemed to have released (a) any Section 510(b) Claim against the Debtors, or (b) any claim arising from rescission of a purchase or sale of Existing Common Stock or for damages arising from the purchase or sale of Existing Common Stock against one or more of the Debtors' current or former officers or directors; provided that each Releasing Party shall only be entitled to assert the claims identified in subclause (b) above as a member of a class in a class action in which such Releasing Party is not a lead plaintiff and to respond to or oppose any objections or challenges to such Releasing Party's inclusion in such class action.

Section 11.10 of the Plan contains the following Injunction

~~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 validly 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. ~~Such injunction shall extend to any successors or assignees of the Debtors or the Reorganized Debtors and their respective properties and interests in properties.~~**



of the ~~amount and classification of your Claim~~ number of shares 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 11 Existing Common Stock set forth in Item 1 elects to:

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. 9 Existing Common Stock set forth in Item 1 elects to:~~

~~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. Cash Election-Out Option.**

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~~ Cash-Out Consideration of ~~its Allocable Share~~ \$6.25 for each share of ~~New Parent~~ Existing Common Stock properly delivered under the Cash-Out Option.

You may exercise all or none of the ~~Cash Election-Out Option~~ and may not make a partial election to receive ~~cash~~ Cash in lieu of ~~New Parent~~ (i) shares of GMI Common Stock, in New GMI and (ii) the Subscription Rights. If you partially exercise the ~~Cash Election-Out Option~~, 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 [911](#) 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 [911](#) 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 [911](#); and
- (d) no other Ballots with respect to the amount of the Claims in Class [911](#) 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~~[cast](#) 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 911 – 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~~[Appendix 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) [if you vote against the Plan or abstain from voting](#), indicate your decision whether to opt-in to the release in the box provided in [Item 2](#) of the Ballot; (d) [if you vote to accept the Plan](#), indicate your decision whether to exercise the Cash-~~Election-Out Option~~ 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~~ Out Option in Item 3 of this Ballot and may not make a partial election to receive cash in lieu of ~~New Parent(i) shares of GMI~~ Common Stock in New GMI and (ii) the Subscription Rights. If you partially exercise the Cash ~~Election~~ Out Option 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.**

~~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 E**

**Notice of Unimpaired Status**





**HOLDERS OF CLAIMS IN CLASS 1 (OTHER SECURED CLAIMS), CLASS 2 (OTHER PRIORITY CLAIMS), CLASS 3 (SECURED TAX CLAIMS) AND CLASS 7 (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. Dieterich, 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 Wilmington Savings Fund Society, FSB, 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 Honeywell International Inc., Kirkland & Ellis LLP, 601 Lexington Avenue, New York, NY 10022, Attn: Nicole L. Greenblatt, P.C., Mark McKane, P.C. and Joseph M. Graham; (k) counsel to Oaktree Capital Management, L.P. and Centerbridge Partners, L.P., as Plan Sponsors, Milbank LLP, 55 Hudson Yards, New York, NY 10003, Attn: Dennis F. Dunne, Andrew M. Leblanc and Andrew C. Harmeyer; (l) counsel to the Additional Investors, Jones Day, 250 Vesey Street, New York, NY 10281, Attn: Anna Kordas and Jones Day, 555 S. Flower St., 50<sup>th</sup> Floor, Los Angeles, CA 90071, Attn: Bruce Bennett, Joshua M. Mester and James O. Johnston; and (m) 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.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](http://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, the Plan Supplement, the Disclosure Statement or the 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](mailto:dietdericha@sullcrom.com)  
[gluecksteinb@sullcrom.com](mailto:gluecksteinb@sullcrom.com)  
[kranzleya@sullcrom.com](mailto:kranzleya@sullcrom.com)  
[bellerb@sullcrom.com](mailto:bellerb@sullcrom.com)

Counsel to the Debtors

ANNEX A

Election Form

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

_____	X	_____
<u>In re</u>	:	<u>Chapter 11</u>
	:	
<u>GARRETT MOTION INC., et al.,<sup>1</sup></u>	:	<u>Case No. 20-12212 (MEW)</u>
	:	
_____ Debtors.	:	<u>Jointly Administered</u>
	:	
_____	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 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’ Amended 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 Debtors’ Amended 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 the Holders of Claims in CLASS 1 (OTHER SECURED CLAIMS), CLASS 2 (OTHER PRIORITY CLAIMS), CLASS 3 (SECURED TAX CLAIMS) AND CLASS 7 (GENERAL UNSECURED CLAIMS), despite their non-voting status, 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”**

<sup>1</sup> The last four digits of Garrett Motion Inc.’s tax identification number are 3189. Due to the large number of debtor entities in these Chapter 11 Cases, which are being jointly administered, a complete list of the 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.

**link and following the directions to submit your electronic Ballot. Holders are encouraged 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](mailto: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 Secured Claims), Class 2 (Other Priority Claims), Class 3 (Secured Tax Claims) and Class 7 (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 Voluntary Release by Holders of Claims and  
Interests**

**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 reorganization contemplated by the Plan, the release of mortgages, liens and security interests on property of the Estates, and distributions made pursuant to the Plan, 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 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 their 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, preparation, dissemination, implementation, administration, confirmation and/or effectuation of the Restructuring Support Agreement (and each prior version thereof), the Plan Support Agreement (and each prior version thereof, including the Coordination Agreement), the Equity Commitment Letters, the Debt Commitment Letters, the Equity Backstop Commitment Agreement, the Plan, any plan supplement, any 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, fraud, or a criminal act.**

Notwithstanding the foregoing, no Releasing Party shall be deemed to have released (a) any Section 510(b) Claim against the Debtors, or (b) any claim arising from rescission of a purchase or sale of Existing Common Stock or for damages arising from the purchase or sale of Existing Common Stock against one or more of the Debtors' current or former officers or directors; *provided* that each Releasing Party shall only be entitled to assert the claims identified in subclause (b) above as a member of a class in a class action in which such Releasing Party is not a lead plaintiff and to respond to or oppose any objections or challenges to such Releasing Party's inclusion in such class action.



**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, 3 or 7 or (ii) an authorized signatory for an entity that is the Holder of Claims in Class 1, 2, 3 or 7; and
- (b) the entity acknowledges that, by marking the box in Item 1 above, 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 F**

**Notice of Impaired Non-Voting Status**

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

In re	X	Chapter 11
	⋮	
	⋮	
GARRETT MOTION INC., et al., <sup>1</sup>	⋮	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”). **G**

~~**Notice of Unimpaired Status**~~

<sup>1</sup> The last four digits of Garrett Motion Inc.’s tax identification number are 3189. Due to the large number of debtor entities in these Chapter 11 Cases, which are being jointly administered, a complete list of the 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.

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

<del>_____</del>	⌘	<del>_____</del>
<del>In re</del>	÷	<del>Chapter 11</del>
	÷	
<del>GARRETT MOTION INC., et al.,<sup>†</sup></del>	÷	<del>Case No. 20-12212 (MEW)</del>
	÷	
<del>_____ Debtors.</del>	÷	<del>Jointly Administered</del>
	÷	
<del>_____</del>	⌘	

~~**NOTICE OF NON-VOTING STATUS TO HOLDERS OF UNIMPAIRED  
CLAIMS CONCLUSIVELY PRESUMED TO ACCEPT THE PLAN**~~

~~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; 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’~~ Among other things, the Solicitation Procedures Order approved the Disclosure Statement for Debtors’ Amended 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’ Amended Joint Plan of Reorganization ~~under~~ Under Chapter 11 of the Bankruptcy Code (as may be amended, modified or supplemented, the “Plan”).<sup>2</sup>

~~**UNDER THE TERMS OF THE PLAN, CLAIMS IN CLASS 1 (OTHER PRIORITY CLAIMS), CLASS 2 (OTHER SECURED CLAIMS) AND CLASS 5 (GENERAL UNSECURED CLAIMS) WILL BE SATISFIED IN FULL. THEREFORE, IF THE PLAN IS CONFIRMED BY THE BANKRUPTCY COURT, YOUR CLAIMS IN THESE CLASSES ARE CONSIDERED UNIMPAIRED AND WILL BE UNAFFECTED BY THE DEBTORS’ CHAPTER 11 CASES. EXCEPT TO THE EXTENT THAT A HOLDER OF AN ALLOWED SECTION 510(B) CLAIM AGREES TO A LESS FAVORABLE TREATMENT, AND IN FULL AND FINAL SATISFACTION,**~~

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

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



SETTLEMENT, RELEASE, AND DISCHARGE OF AND IN EXCHANGE FOR ITS ALLOWED SECTION 510(B) CLAIM, EACH HOLDER OF AN ALLOWED SECTION 510(B) CLAIM, IF ANY, SHALL BE ENTITLED TO RECEIVE, (X) ITS *PRO RATA* SHARE OF THE AGGREGATE CASH PAYMENTS RECEIVED OR RECOVERABLE FROM ANY INSURANCE POLICIES ON ACCOUNT OF ANY ALLOWED SECTION 510(B) CLAIMS AND (Y) SOLELY TO THE EXTENT THAT SUCH PAYMENTS ARE LESS THAN THE AMOUNT OF ITS ALLOWED 510(B) CLAIM, SUCH TREATMENT THAT IS CONSISTENT WITH SECTION 1129 OF THE BANKRUPTCY CODE AND OTHERWISE ACCEPTABLE TO THE DEBTORS AND THE COMMITMENT PARTIES IN ACCORDANCE WITH THEIR CONSENT RIGHTS UNDER THE PLAN SUPPORT AGREEMENT.

HOLDERS OF CLAIMS IN CLASS 10 (SECTION 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 Wilmington Savings Fund Society, FSB, 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 Honeywell International Inc., Kirkland & Ellis LLP, 601 Lexington Avenue, New York, NY 10022, Attn: Nicole L. Greenblatt, P.C., Mark McKane, P.C. and Joseph M. Graham; (k) counsel to Oaktree Capital Management, L.P. and Centerbridge Partners, L.P., as

[Plan Sponsors, Milbank LLP, 55 Hudson Yards, New York, NY 10003, Attn: Dennis F. Dunne, Andrew M. Leblanc and Andrew C. Harmeyer; \(l\) counsel to the Additional Investors, Jones Day, 250 Vesey Street, New York, NY 10281, Attn: Anna Kordas and Jones Day, 555 S. Flower St., 50<sup>th</sup> Floor, Los Angeles, CA 90071, Attn: Bruce Bennett, Joshua M. Mester and James O. Johnston; and \(m\)](#)~~IN ACCORDANCE WITH SECTION 1126(f) OF THE BANKRUPTCY CODE, YOU ARE CONCLUSIVELY PRESUMED TO HAVE ACCEPTED THE PLAN AND ARE NOT ENTITLED TO VOTE ON THE PLAN.~~

~~**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](http://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, [the Plan Supplement](#), [the](#) Disclosure Statement or [the](#) 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  
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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> , <sup>1</sup>	:	Case No. 20-12212 (MEW)
	:	
Debtors.	:	Jointly Administered
	:	
	X	

**ELECTION FORM FOR HOLDERS OF NON-VOTING UNIMPAIRED  
IMPAIRED CLAIMS AND INTEREST**

**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’ Amended Joint Plan of Reorganization ~~under~~ 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’ Amended 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~~ is 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,**

<sup>1</sup> The last four digits of Garrett Motion Inc.’s tax identification number are 3189. Due to the large number of debtor entities in these Chapter 11 Cases, which are being jointly administered, a complete list of the 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.

**<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 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)~~ 10 (Section 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:**

~~**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~~ Voluntary Release by Holders of  
Claims and Interests**

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~~ reorganization contemplated by the Plan, ~~and~~ the release of mortgages, liens, and security interests on property of the Estates, ~~the distribution of proceeds and distributions made pursuant to the Plan~~, 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, ~~or~~ 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~~ their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the ~~Holder~~ 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, dissemination, implementation, administration, confirmation and/or effectuation of the ~~Plan~~ Restructuring Support Agreement (and each prior version thereof), the Plan Support Agreement (and each prior version thereof, including the Coordination Agreement), the Equity Commitment Letters, the Debt Commitment Letters, the Equity Backstop Commitment Agreement, the Plan Supplement, the Disclosure Statement, any plan supplement, any 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~~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.

Notwithstanding the foregoing, no Releasing Party shall be deemed to have released (a) any Section 510(b) Claim against the Debtors, or (b) any claim arising from rescission of a purchase or sale of Existing Common Stock or for damages arising from the purchase or sale of Existing Common Stock against one or more of the Debtors' current or former officers or directors; provided that each Releasing Party shall only be entitled to assert the claims identified in subclause (b) above as a member of a class in a class action in which such Releasing Party is not a lead plaintiff and to respond to or oppose any objections or challenges to such Releasing Party's inclusion in such class action.



**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

**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, [by marking the box in Item 1 above](#), 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~~ EXHIBIT G

Plan Supplement Notice

~~Notice of Impaired Non-Voting Status~~

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

<del>_____</del>	✖	<del>_____</del>
<del>In re</del>	÷	<del>Chapter 11</del>
	÷	
<del>GARRETT MOTION INC., et al.,<sup>†</sup></del>	÷	<del>Case No. 20-12212 (MEW)</del>
	÷	
<del>_____ Debtors.</del>	÷	<del>Jointly Administered</del>
	÷	
<del>_____</del>	✖	

~~**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~~”).<sup>2</sup>

~~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.~~

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

<sup>2</sup>—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. Schroek, 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.ef.sdny.uscourts.gov> (a PACER login and password are required and can be obtained through the PACER Service Center at [www.pacer.psc.uscourts.gov](http://www.pacer.psc.uscourts.gov)), or (ii) free of charge by accessing the website of the Debtors' Solicitation Agent, <http://www.keelle.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.keelle.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@sullerom.com  
gluecksteinb@sullerom.com  
kranzleya@sullerom.com  
bellerb@sullerom.com~~

~~*Counsel to the Debtors*~~

**ANNEX A**

**Election Form**

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

_____	✖ _____
In re	÷ _____ Chapter 11
	÷
GARRETT MOTION INC., <i>et al.</i> , <sup>†</sup>	÷ _____ Case No. 20-12212 (MEW)
_____	÷
_____ Debtors.	÷ _____ Jointly Administered
	÷
_____	✖

**ELECTION FORM FOR HOLDERS OF NON-VOTING  
IMPAIRED CLAIMS AND INTEREST**

**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 10 (GMI COMMON STOCK 510(b) CLAIMS) is 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.keelle.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~~

<sup>†</sup>—~~The last four digits of Garrett Motion Inc.’s tax identification number are 3189. Due to the large number of debtor entities in these Chapter 11 Cases, which are being jointly administered, a complete list of the 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.keelle.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  
e/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@kccelle.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.keelle.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~~**

~~7.1. 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.~~

~~8.1. 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)**.~~

~~9.1. 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.~~

~~10.1. 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.~~

~~11.1. 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.~~

~~12.1. 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**

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

<sup>1</sup> The last four digits of Garrett Motion Inc.’s tax identification number are 3189. Due to the large number of debtor entities in these Chapter 11 Cases, which are being jointly administered, a complete list of the 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' Amended Joint Plan of Reorganization ~~under~~Under Chapter 11 of the Bankruptcy Code (as may be amended, modified or supplemented, the "Plan");<sup>2</sup>

**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.~~, Wilmington Savings Fund Society, FSB, 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

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

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) Bane~~; ~~(j) counsel to Honeywell International Inc., Kirkland & Ellis LLP, 601 Lexington Avenue, New York, NY 10022, Attn: Nicole L. Greenblatt, P.C., Mark McKane, P.C. and Joseph M. Graham~~; ~~(k) counsel to Oaktree Capital Management, L.P. and Centerbridge Partners, L.P., as Plan Sponsors, Milbank LLP, 55 Hudson Yards, New York, NY 10003, Attn: Dennis F. Dunne, Andrew M. Leblanc and Andrew C. Harmeyer~~; ~~(l) counsel to the Additional Investors, Jones Day, 250 Vesey Street, New York, NY 10281, Attn: Anna Kordas and Jones Day, 555 S. Flower St., 50<sup>th</sup> Floor, Los Angeles, CA 90071, Attn: Bruce Bennett, Joshua M. Mester and James O. Johnston~~; and ~~(m)~~ 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.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](http://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, [the Plan Supplement](#), [the](#) Disclosure Statement or [the](#) 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

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*Counsel to the Debtors*



**EXHIBIT JH**

**Rights Offering Procedures**

## RIGHTS OFFERING PROCEDURES<sup>1</sup>

To Eligible Holders and Nominees of Eligible Holders:

On January 8~~22~~, 2021, the Debtors filed the Debtors' Amended 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~~22~~, 2021, the Disclosure Statement for the Debtors' 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 as of the Record Date (as defined below) that does not exercise its Cash-Out Option~~ (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 Convertible Series A Preferred 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 generally upon the registration exemption provided ~~in Section 4(a)(2) by section 1145 of the Securities Act or the exemption provided in Regulation D under the Securities Act~~ Bankruptcy Code. 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~~ Deadline (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:

- Unless otherwise agreed, 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~~ defined below~~—).~~ Each Eligible ~~Holder~~ Holder exercising Subscription Rights must purchase Offered Shares for a minimum

<sup>1</sup> Capitalized terms used and not defined herein shall have the meaning ascribed to them in the Plan ~~(as defined herein) or that certain Equity Backstop Commitment Agreement, dated as of January 22, 2021, by and among the Debtors (as defined therein) and the Equity Backstop Parties (as defined therein) (the "Equity Backstop Commitment Agreement").~~

aggregate purchase price of ~~\$\$1,000~~ (the “Minimum Investment Amount”). Eligible Holders may exercise their Subscription Rights by completing the applicable subscription form (each a “Subscription Form”).

- Pursuant to and in accordance with the Equity Backstop Commitment Agreement, the Equity Backstop Parties<sup>2</sup> must exercise (or cause any of their respective Related Purchasers to exercise) all of their (or such Related Purchasers’) Subscription Rights, but need not transfer the Purchase Price (as defined below) until the Funding Date.
- Eligible Holders are *not* required to exercise any of their Subscription Rights, ~~but~~ (unless they are Equity Backstop Parties or the Related Purchasers thereof), but they may if they wish to do so ~~and, in which case~~ they must follow the required procedures.
- ~~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. Eligible Holders should carefully review the Disclosure Statement and the Subscription Forms in their entirety.

~~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 generally upon the exemption from registration provided in Section 4(a)(2) by section 1145 of the ~~Securities Act~~ Bankruptcy Code. 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~~ Deadline (as defined below),

<sup>2</sup> Equity Backstop Parties are the parties to the Equity Backstop Commitment Agreement who have committed to purchase shares that are not purchased in the Rights Offering. Certain provisions of the Rights Offering Procedures are separately applicable to these parties.

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~~, other than those held by Equity Backstop Parties in accordance with the Equity Backstop Commitment Agreement. Rather, such Subscription Rights will trade together with the underlying Eligible Shares and be evidenced by the underlying Eligible Shares, until the Subscription Expiration ~~Time~~Deadline. Furthermore, the Subscription Rights may only be exercised by Eligible Holders, except as otherwise contemplated by the Equity Backstop Commitment Agreement. Accordingly, if an Eligible Holder (other than an Equity Backstop Party) 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~~ Any Eligible Holder who~~that~~ subscribes for Offered Shares pursuant to the Rights Offering and is an “underwriter” under section 1145(b) of the Bankruptcy Code will be subject to restrictions under the Securities Act on its ability to resell ~~such~~those securities and will receive “restricted securities” (as defined under Rule 144 promulgated under the Securities Act). Resale restrictions are discussed in more detail in Article VIII of the Disclosure Statement, entitled “Securities Law Matters.”

The distribution or communication of these Rights Offering Procedures and the issuance of the Offered Shares in certain jurisdictions may be restricted by law. No action has been taken or will be taken to permit the distribution or communication of these Rights Offering Procedures in any jurisdiction where any action for that purpose may be required. Accordingly, these Rights Offering Procedures may not be distributed or communicated, and the Offered Shares. ~~Each of the Offered Shares~~ may not be subscribed, purchased in

connection or issued, in any jurisdiction, except in circumstances where such distribution, communication, subscription, purchase or issuance would comply with ~~the~~ all applicable laws and regulations without the need for the issuer to take any action or obtain any consent, approval or authorization therefor, except for any notice filings required under U.S. federal and applicable state securities laws.

Each Offered Share issued upon exercise of a Subscription Right, ~~and each book-entry position or~~ to an Eligible Holder located outside the United States, and any certificate issued in exchange for or upon the transfer, sale or assignment of any such Offered Shares, shall be ~~deemed to contain or be~~ imprinted, stamped or otherwise ~~imprinted~~ associated with, ~~as legends to facilitate compliance with applicable, a legend in substantially the following form:~~ security and business entity laws, procedures of depository institutions and organizational documents (e.g., legends with respect to local law, etc.).

~~“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 <del>and time</del> 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 <del>subscription form</del> <a href="#">Subscription Form</a> (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) (the “Subscription Form”) must be received by the Subscription Agent (<a href="#">as defined below</a>) 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. <del>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.</del></p> <p>Eligible Holders <a href="#">who are not Equity Backstop Parties</a> 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> <p><a href="#">Eligible Holders who are Equity Backstop Parties shall not be required to pay their respective aggregate Purchase Price until the Funding Date</a></p>

Date	Calendar Date	Event
		<a href="#">in accordance with the terms of the Equity Backstop Commitment Agreement.</a>

### *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 is \$1.00 per share (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 its Pro Rata share of 200,000,000 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 Offered Share Number”)~~ at the Per Share Price, subject to a minimum number of Offered Shares equal 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~~ Per Share Price, rounded up or down to the nearest one-hundredth decimal place (with 0.005 being rounded up). ~~whole share (the “Minimum Share Number”).~~

Eligible Holders (including Equity Backstop Parties) 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 Eligible Holder’s Subscription Form. If applicable, Eligible Holders are urged to consult with their Nominees to determine the necessary deadline to return their Subscription Forms to their Nominee. Eligible Holders (including Equity Backstop Parties) exercising Subscription Rights with respect to Existing Common Stock held directly on the books and records of ~~the Company’s~~ GMI’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 or any of the Equity Backstop Parties will have any liability for any such failure.

No Eligible Holder (except an Equity Backstop Party) 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.

**Equity Backstop Parties are party to the Equity Backstop Commitment Agreement, have already been designated and are known to the Debtors.**

Special Note for Equity Backstop Parties. Equity Backstop Parties are subject to the Rights Offering Procedures, except that Equity Backstop Parties are not required to make payment of the Purchase Price by the Subscription Expiration Deadline, and each Equity Backstop Party must provide its payment by the Funding Date (as defined in the Equity Backstop Commitment Agreement) to the Funding Account (as defined in the Equity Backstop Commitment Agreement) in accordance with Section 2.4(b) of the Equity Backstop Commitment Agreement.

**The rights and obligations of the Equity Backstop Parties in the Rights Offering shall be governed by the Equity Backstop Commitment Agreement. To the extent the rights or obligations set forth therein differ from the rights and obligations set forth in these Rights Offering Procedures or any Subscription Form, the Equity Backstop Commitment Agreement controls.**

Except as expressly set forth in the Equity Backstop Commitment Agreement with respect to the Equity Backstop Parties, no interest is payable on any advanced funding of the Purchase Price. If the Rights Offering is terminated for any reason, the aggregate Purchase Price previously received by the Subscription Agent will be returned to Eligible Holders as provided in Section 6 "Termination/Return of Payment." No interest will be paid on any returned Purchase Price.

**To participate in the Rights Offering, an Eligible Holder must complete all of the steps outlined below by the Subscription Expiration Deadline; subject to the proviso in the following sentence. 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; provided that the Equity Backstop Parties (in their capacities as Eligible Holders) shall not be required to submit funds in respect of the exercise of their Subscription Rights until the Funding Date in accordance with the terms of the Equity Backstop Commitment Agreement.**

## **1. Rights Offering**

Eligible Holders have the right, but not the obligation, to participate in the Rights Offering; provided, however, that Eligible Holders that are Equity Backstop Parties must exercise their Subscription Rights pursuant to the Equity Backstop Commitment Agreement.

Subject to the terms and conditions set forth in the Plan, the Equity Backstop Commitment Agreement and these Rights Offering Procedures, each Eligible Holder is entitled to subscribe for a total number of Offered Shares ~~with a total purchase price (the "Purchase Price") up to an~~



~~amount (the “Pro Rata Offered Share Number”) equal to the product of (a) such Eligible Holder’s Pro Rata Percentage share multiplied by (b) the Aggregate Offering Amount Offered Share Number, rounded up or down to the nearest whole dollar (with \$0.50 being rounded up) (the “Pro Rata Share”); share provided, that the Purchase Price Pro Rata Offered Share Number 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. Share Number. There will be no over-subscription privilege in the Rights Offering.~~

The purchase price to be paid by an Eligible Holder for Offered Shares (the “Purchase Price”) shall be the amount equal to the product of (x) the Per Share Price of \$1.00 per share multiplied by the total number of Offered Shares which such Eligible Holder elects to subscribe for pursuant to these Rights Offering Procedures.

~~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.~~

Any Offered Shares that are not purchased by Eligible Holders (the “Unsubscribed Shares”) will not be offered to other Eligible Holders (other than the Equity Backstop Parties) but will be purchased by the Equity Backstop Parties in accordance with the Equity Backstop Commitment Agreement.

The Offered Shares issued to the Eligible Holders participating in the Rights Offering will be exempt from registration under the Securities, and any other applicable federal and state

securities laws pursuant to section 1145 of the Bankruptcy Code, and may be resold, without registration under the Securities Act or other applicable federal and state securities laws, unless the holder is an “underwriter” with respect to such securities, as that term is defined in section 1145(b) of the Bankruptcy Code.

**SUBJECT TO THE TERMS AND CONDITIONS OF THESE RIGHTS OFFERING PROCEDURES, (AND THE EQUITY BACKSTOP COMMITMENT AGREEMENT IN THE CASE OF ANY EQUITY BACKSTOP PARTY), 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, except in the case of the Equity Backstop Parties) of the Subscription Rights after the Subscription Expiration Deadline will not be allowed and any purported exercise (including payment, except in the case of the Equity Backstop Parties) 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~~ (including an accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) completed by such Eligible Holder must be received by the Subscription Agent and (ii) if it is not an Equity Backstop Party, 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.

Although Equity Backstop Parties are not required to pay the Purchase Price by the Subscription Expiration Deadline, a completed Subscription Form with respect to such Equity Backstop Party (which appropriately identifies such Eligible Holder as an Equity Backstop Party) must be delivered to the Subscription Agent, or provided to such Equity Backstop Party’s Nominee for delivery to the Subscription Agreement, 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 applicable 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

applicable executed Subscription Form and the payment of the applicable aggregate Purchase Price for its Offered Shares.

Notwithstanding anything to the contrary in these Rights Offering Procedures, Eligible Holders that are Equity Backstop Parties will exercise their Subscription Rights pursuant to the Equity Backstop Commitment Agreement. Subject to the terms and conditions of the Equity Backstop Commitment Agreement, no later than the fifth Business Day following the Subscription Expiration Deadline, the Subscription Agent will deliver to each Equity Backstop Party a written notice (the “Funding Notice”) of (i) the amount of Offered Shares elected to be subscribed for by Eligible Holders and the aggregate Purchase Price therefor; (ii) the aggregate amount of Unsubscribed Shares to be subscribed for by all Equity Backstop Parties and the aggregate Purchase Price therefor; (iii) the amount of Unsubscribed Shares to be subscribed for by such Equity Backstop Party and the aggregate Purchase Price therefor; and (vi) the account to which such Equity Backstop Party must deliver and pay the aggregate Purchase Price for such Offered Shares. The Subscription Agent will promptly provide such written backup, information and documentation relating to the information contained in the Funding Notice as any Equity Backstop Party may reasonably request.

#### **4. Exercise of Subscription Rights**

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

- (i) duly complete and execute ~~an~~ a 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
- as to the Purchase Price,
  - if the Eligible Holder is not an Equity Backstop Party, 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
  - if the holder is an Equity Backstop Party, make payment of the Purchase Price to the Funding Account by the Funding Date in accordance with the Equity Backstop Commitment Agreement.

**ALL EQUITY BACKSTOP PARTIES MUST MAKE PAYMENTS TO THE FUNDING ACCOUNT IN ACCORDANCE WITH THE EQUITY BACKSTOP COMMITMENT AGREEMENT, AND SHOULD NOT PAY THEIR NOMINEE(S).**

*Delivery of the Subscription Form.* The applicable 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~~ Other than in the case of Equity Backstop Parties, 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~~ from any Eligible Holder (other than an Equity Backstop Party) do not correspond to the Purchase Price ~~indicated on~~ payable for the Offered Shares elected to be purchased by such Eligible ~~Holder’s~~ Subscription Form ~~Holder~~, 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~~ number of the Offered Shares elected to be purchased by such Eligible ~~Holder’s~~ Holder as evidenced by the relevant Subscription Form ~~divided by the Per Share Price~~ and (b) a number of the Offered Shares determined by dividing the amount of the funds received ~~divided~~ by the Per Share Price, in each case up to an amount equal such Eligible Holder’s Pro Rata Offered Share Number, 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~~ other than, in accordance with the Equity Backstop Commitment Agreement, the Subscription Rights held by the Equity Backstop Parties. Rather, such 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 other than an Equity Backstop Party 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~~ Eligible Shares and except as otherwise contemplated by the Equity Backstop Commitment Agreement; and
- (c) Once an Eligible Holder has properly exercised its Subscription Rights, subject to the terms and conditions contained in these Rights Offering Procedures, and the Equity Backstop Commitment Agreement (in the case of any Equity Backstop Party), 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~~ Equity Backstop Commitment Agreement in accordance with its terms; and (ii) the ~~exercise by the Plan Sponsor of the Cash Out and (iii) the~~ revocation or ~~withdraw~~ withdrawal 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~~ New GMI'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; in consultation with the Requisite Consenting Parties (as defined in the Equity Backstop Commitment Agreement), and, if necessary, subject to a final and binding determination by the Bankruptcy Court. The Debtors, with the consent of the Requisite Consenting Parties, 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 consultation with the Requisite Consenting Parties. 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~~ With the consent of the Requisite Consenting Parties, 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, and subject to the consent of the Requisite Consenting Parties, 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~~ and Transmittal of Documents; Subscription Agent**

~~The~~ The applicable Subscription Form (including the Rights Offering Instructions for Eligible Holders contained therein) 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](mailto: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, or the Equity Backstop Parties.

#### **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, in the case of a non-Equity Backstop Party,

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 K1**

**Rights Offering Materials**



**GARRETT MOTION INC., ET AL.**

**MASTER SUBSCRIPTION FORM  
FOR RIGHTS OFFERING**

**IN CONNECTION WITH THE DEBTORS'  
DISCLOSURE STATEMENT DATED  
~~10~~, JANUARY 22, 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) (“Eligible Holder Subscription Forms”) must be received by KCC LLC (the “Subscription Agent”), along with a wire transfer of the applicable Purchase Price (but only in respect of Eligible Holders which are not Equity Backstop Parties) to the Subscription Agent, at or prior to the Subscription Expiration Deadline ~~or~~. Otherwise, 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](mailto: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 <del>(from Item 1a. of Eligible Holder Subscription Form)</del>	<del>Pro-Rata Percentage (from Item 1b. of Eligible Holder Subscription Form)</del> <u>Pro Rata share</u>	<del>Pro Rata Offered Share (from Item 2a. of Eligible Holder Subscription Form)</del> <u>Pro Rata Offered Share Number</u>	<u>Number of Offered Shares Subscribed For</u>	<del>Purchase Price for Offered Shares (from Item 2b. of Eligible Holder Subscription Form)</del>
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@kccllc.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 (SOLELY WITH RESPECT TO ELIGIBLE HOLDERS THAT ARE NOT EQUITY BACKSTOP PARTIES) 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~~<sup>is</sup> 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 such 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~~ **GMI'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 (but only if you are not an Equity Backstop Party) to the Subscription Agent, at or prior to the Subscription Expiration Deadline ~~or~~. Otherwise, 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 who are not Equity Backstop Parties should arrange for payment of the Purchase Price for their subscription to be received by the 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.~~

Eligible Holders who are Equity Backstop Parties must provide the Subscription Form (which shall contain the appropriate Equity Backstop Party Representation in Item 3) to the Subscription Agent so that the Subscription Agent will receive confirmation that payment does not have to be made prior to the Subscription Expiration Deadline. Eligible Holders

that are Equity Backstop Parties must deliver the appropriate funding to the Funding Account (as defined in the Equity Backstop Commitment Agreement) by Funding Date (as defined in the Equity Backstop Commitment Agreement) in accordance with the Equity Backstop Commitment Agreement.

The Offered Shares are being distributed and issued by ~~the Company~~ New GMI pursuant to the Rights Offering without registration under the U.S. Securities Act of 1933 (the "Securities Act") in reliance generally upon the exemption from registration provided ~~in Section 4(a)(2) by section 1145 of the Securities Act or the exemption provided in Regulation D under the Securities Act.~~ Bankruptcy Code. None of the Subscription Rights to subscribe for the Offered Shares in the Rights Offering or 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~~ the Rights Offering Procedures have been or will be registered under the Securities Act at the Subscription Expiration ~~Time~~ Deadline (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 Any Eligible Holder who that subscribes for Offered Shares pursuant to the Rights Offering and is an "underwriter" under section 1145(b) of the Bankruptcy Code 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 those securities and 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.~~ receive "restricted securities" (as defined under Rule 144 promulgated under the Securities Act).

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](mailto: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, (AND THE EQUITY BACKSTOP COMMITMENT AGREEMENT IN THE CASE OF ANY EQUITY BACKSTOP PARTY), 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 or the Rights Offering Procedures.

|

### Rights Offering Instructions for Eligible Holders

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~~ share 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~~ the Pro Rata Offered Share Number, which is ~~maximum purchase price for~~ the number of Offered Shares which you are entitled to subscribe for pursuant to the Rights Offering. Such amount must be rounded ~~up or~~ down to ~~the~~ nearest whole ~~dollar (with \$0.50 being rounded up)~~ share.
4. **Insert** in Item 2b of your Subscription Form the ~~Purchase Price you are electing to pay for~~ the number of Offered Shares ~~which you wish to subscribe for pursuant to the Rights Offering~~, which must be a whole number greater than or equal to the Minimum Investment Amount Share Number and less than ~~or~~ equal to ~~your~~ the Pro Rata Offered Share Number.
5. ~~Read Item~~ **Complete** the calculation in Item 2c of your Subscription Form of the Purchase Price for the Offered Shares you are electing to subscribe for.
- ~~5.6.~~ **Confirm** whether you are an Equity Backstop Party pursuant to the representation in Item 3 of your Subscription Form.
7. **Read** Item 4 of your Subscription Form.



~~6.8.~~ **Read, complete and sign** the certification in Item ~~45~~ of your Subscription Form. Such execution shall indicate your acceptance and approval of the terms and conditions set forth in these Rights Offering Procedures.

~~7.9.~~ **Complete** Item ~~56~~ of your Subscription Form.

~~8.10.~~ **Provide registration information** in Item ~~67~~ to indicate the beneficial holder's name and address as you would like it to be reflected in ~~the Company's~~ New GMI'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.~~

~~10.1.~~ ~~**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](http://www.irs.gov).~~

11. **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](http://www.irs.gov).

~~11.12.~~ **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](mailto:GarrettInfo@kccllc.com)

~~11.15.~~ **Arrange for full payment** of the aggregate Purchase Price ~~indicated in Item 2b of your Subscription Form~~ by wire transfer of immediately available funds, calculated in accordance with Item 2c of your Subscription Form.

~~The~~ Unless you are an Equity Backstop Party, the Purchase Price should be wired in accordance with the wire instructions provided in the Subscription Form.

|

If you are an Equity Backstop Party, you must make payment of the Purchase Price to the Funding Account by the Funding Date in accordance with the Equity Backstop Commitment Agreement.

**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.**

Eligible Holders that are Equity Backstop Parties must deliver the appropriate funding to the Funding Account by the Funding Date in accordance with the Equity Backstop Commitment Agreement.

To subscribe, fill out Items 1 and 2 and read and complete Items 3, 4, 5 and 6 below.



**2c. Purchase Price for Offered Shares.** The Purchase Price for the ~~terms and subject to~~ Offered Shares subscribed for by the ~~conditions set forth~~ undersigned is calculated as follows:

<u>(Number of Offered Shares from Item 2b above)</u>	X	<u>\$1.00</u>	=	<u>Purchase Price</u>
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**Item 3. Equity Backstop Party Representation.**

*(This section is only for Equity Backstop Parties, each of whom is aware of its status as an Equity Backstop Party. Please note that checking the box below if you are not an Equity Backstop Party may result in forfeiture of your rights to participate in the Rights Offering ~~Procedures.~~)*

I am an Equity Backstop Party identified in the Equity Backstop Commitment Agreement.

**Item 3.4. 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 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 (SOLELY WITH RESPECT TO ELIGIBLE HOLDERS THAT ARE NOT EQUITY BACKSTOP PARTIES) TO THE SUBSCRIPTION AGENT ON OR PRIOR TO THE SUBSCRIPTION EXPIRATION DEADLINE.**

**Item ~~4~~5. Certification.**

The undersigned hereby certifies that (i) the undersigned is the ~~Holder~~beneficial owner of the Eligible Shares above, or the authorized signatory (the “Authorized Signatory”) of such ~~Holder~~beneficial owner acting on behalf of the ~~Holder~~beneficial owner, (ii) the ~~Holder~~undersigned, or such beneficial owner, agrees to be bound by all the terms and conditions as set forth in this Subscription Form (including the Rights Offering Instructions for Eligible Holders included herein), (iii) the undersigned, or such beneficial owner, 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 and (iv) the undersigned, or such beneficial owner, 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) and, if applicable, the holder is an “accredited investor” within Equity Backstop Commitment Agreement.

The undersigned recognizes and understands that the meaning of Rule 501 Offered Shares issued to the Eligible Holders participating in the Rights Offering will be exempt from registration 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, and any Offered Shares other than applicable federal and state securities laws pursuant to an effective section 1145 of the Bankruptcy Code, and may be resold, without registration statement under the Securities Act or an available exemption from registration thereunder other applicable federal and state securities laws, unless the holder is an “underwriter” with respect to such securities, as that term is defined in section 1145(b) of the Bankruptcy Code.

**The ~~Holder~~beneficial owner (or the Authorized Signatory on behalf of such ~~Holder~~beneficial owner) 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~~2c 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 56. 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 67. 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~~ New GMI'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](mailto:_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 equivalent<sup>3</sup>, at the time of his or her purchase exceeds \$1,000,000 USD<sup>4</sup>;~~

~~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 investments<sup>5</sup> 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 status<sup>6</sup>;~~

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<sup>3</sup> ~~The term "spousal equivalent" shall mean a cohabitant occupying a relationship generally equivalent to that of a spouse.~~

<sup>4</sup> ~~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.~~

<sup>5</sup> ~~As defined in in rule 2a51-1(b) under the Investment Company Act.~~

<sup>6</sup> ~~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 basis<sup>7</sup> 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;~~

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<sup>7</sup> ~~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 transaction<sup>8</sup> on behalf of a qualified institutional buyer;~~

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<sup>8</sup> ~~— 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 (but only if you are not an Equity Backstop Party) to the Subscription Agent, at or prior to the Subscription Expiration Deadline ~~or~~ Otherwise, 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 who are not Equity Backstop Parties should coordinate payment of the Purchase Price through their Nominees so that payment of the Purchase Price is received by the 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.~~

Eligible Holders who are Equity Backstop Parties must return the Subscription Form (which shall contain the appropriate Equity Backstop Party Representation in Item 3) to their Nominee for delivery to the Subscription Agent so that the Subscription Agent will receive confirmation that payment does not have to be made prior to the Subscription Expiration Deadline. Eligible Holders that are Equity Backstop Parties must coordinate with the Nominees to deliver the appropriate funding to the Funding Account (as defined in the



Equity Backstop Commitment Agreement) by the Funding Date (as defined in the Equity Backstop Commitment Agreement) in accordance with the Equity Backstop Commitment Agreement.

The Offered Shares are being distributed and issued by ~~the Company~~ New GMI pursuant to the Rights Offering without registration under the U.S. Securities Act of 1933 (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.~~ by section 1145 of the Bankruptcy Code. None of the Subscription Rights to subscribe for the Offered Shares in the Rights Offering or the ~~Offering~~ Offered Shares purchased in connection with the exercise of such Subscription Rights distributed pursuant to ~~these~~ the Rights Offering Procedures have been or will be registered under the Securities Act at the Subscription Expiration ~~Time~~ Deadline (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 Any Eligible Holder who that subscribes for Offered Shares pursuant to the Rights Offering and is an “underwriter” under section 1145(b) of the Bankruptcy Code 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 those securities and will receive “restricted securities” (as defined under Rule 144 promulgated 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](mailto: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, (AND THE EQUITY BACKSTOP COMMITMENT AGREEMENT IN THE CASE OF ANY EQUITY BACKSTOP PARTY), 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 or the Rights Offering Procedures.

### Rights Offering Instructions for Eligible Holders

To elect to participate in the Rights Offering, you must follow the instructions set out below:

Insert in Item 1a of your Subscription Form the number of shares of Existing Common Stock ~~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.~~
- ~~1. Complete the calculation in Item 1b of your Subscription Form, which calculates the Pro Rata 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 share 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 Offered Share Number, which is ~~maximum purchase price for the number of~~ Offered Shares which you are entitled to subscribe for pursuant to the Rights Offering. Such amount must be rounded ~~up or~~ down to the nearest whole ~~dollar (with \$0.50 being rounded up)~~ share.

4. ~~Insert~~ in Item 2b of your Subscription Form the ~~Purchase Price~~ number of Offered Shares which you ~~are electing~~ wish to ~~pay~~ subscribe for pursuant to the ~~Offered Shares~~ Rights Offering, which must be a whole number greater than or equal to the Minimum ~~Investment Amount~~ Share Number and less than ~~or equal to your~~ the Pro Rata Offered Share ~~Number~~.
  5. ~~Read Item~~ Complete the calculation in Item 2c of your Subscription Form of the Purchase Price for the Offered Shares you are electing to subscribe for.
  - ~~5.6.~~ Confirm whether you are an Equity Backstop Party pursuant to the representation in Item 3 of your Subscription Form.
  7. Read Item 4 of your Subscription Form.
  - ~~6.8.~~ Read, complete and sign the certification in Item 45 of your Subscription Form. Such execution shall indicate your acceptance and approval of the terms and conditions set forth in these Rights Offering Procedures.
  9. Complete Item 6 of your Subscription Form.
  - ~~7.10.~~ Provide registration information in Item 57 to indicate the beneficial holder's name and address as you would like it to be reflected in ~~the Company's~~ New GMI's books and records for registration of the Offered Shares.
  11. 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](http://www.irs.gov).
  - ~~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](http://www.irs.gov).
  - ~~10.12.~~ 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 ~~,~~ calculated in accordance with Item 2c of your Subscription Form.
- ~~The~~ Unless you are an Equity Backstop Party, the Purchase Price should be wired in accordance with the wire instructions provided in the Subscription Form.

If you are an Equity Backstop Party, you must coordinate with your Nominee to make payment of the Purchase Price to the Funding Account by the Funding Date in accordance with the Equity Backstop Commitment Agreement.

SUBSCRIPTION FORM IN CONNECTION WITH THE RESTRUCTURING OF GARRETT  
MOTION INC. AND ITS AFFILIATED DEBTORS

**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, you must leave sufficient time for your Subscription Form to reach your Nominee and be processed and delivered to 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.

Eligible Holders that are Equity Backstop Parties must deliver the appropriate funding to the Funding Account by the Funding Date in accordance with the Equity Backstop Commitment Agreement.

To subscribe, fill out Items 1 and 2 and read and complete Items 3, 4, 5 and 56 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~~owner 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~~share is calculated as follows:**

<u>(Insert total number of shares of Existing Common Stock held by the Eligible Holder from 1a above)</u>	/	<u>75,813,634</u>	=	<u>(Pro Rata share) (Round up or down to nearest one-hundredth decimal place (with 0.005 being rounded up))</u>
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**Item 2. Subscription Rights.**

**2a. Calculation of Pro Rata**

<u>(Insert total number of shares of Existing Common Stock held by the Eligible Holder from 1a above)</u>	/	<u>[*]<sup>9</sup></u>	=	<u>(Pro Rata Percentage) (Round up or down to nearest one hundredth decimal place (with 0.005 being rounded up))</u>
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<sup>9</sup> ~~Note to Draft: Insert total number of shares of Existing Common Stock outstanding as of the Record Date.~~



For Eligible Holders that did not check the box in Item 3 above, such 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~~calculated pursuant to Item ~~2b~~2c 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.~~

For Eligible Holders that are Equity Backstop Parties and did check the box in Item 3, such Eligible Holders shall coordinate with their Nominees to pay the Purchase Price, by wire transfer ONLY of immediately available funds, to the Funding Account pursuant to the Equity Backstop Commitment Agreement, in accordance with information set forth in the Funding Notice. The Funding Notice shall be in accordance with the Equity Backstop Commitment Agreement.

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 (SOLELY WITH RESPECT TO ELIGIBLE HOLDERS THAT ARE NOT EQUITY BACKSTOP PARTIES) TO THE SUBSCRIPTION AGENT ON OR PRIOR TO THE SUBSCRIPTION EXPIRATION DEADLINE.**

**Item 5. ~~Item 4.~~ Certification.**

The undersigned hereby certifies that (i) the undersigned is the ~~holder~~beneficial owner of the Eligible Shares above, or the authorized signatory (the “Authorized Signatory”) of such beneficial holder acting on behalf of the ~~Holder~~beneficial holder, (ii) the ~~holder~~undersigned, or such beneficial owner, agrees to be bound by all the terms and conditions as set forth in this Subscription Form (including the Rights Offering Instructions for Eligible Holders included herein), (iii) the undersigned, or such beneficial owner, 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~~and (iv) the undersigned, or such beneficial owner, 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 and, if applicable, the Equity Backstop Commitment Agreement.

The undersigned recognizes and understands that the Offered Shares issued to the Eligible Holders participating in 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~~ be exempt from registration statement under the Securities Act, and any other applicable federal and state securities laws pursuant to section 1145 of the Bankruptcy Code, and may be resold, without registration under the Securities Act or an available exemption from registration thereunder other applicable federal and state securities laws, unless the holder is an "underwriter" with respect to such securities, as that term is defined in section 1145(b) of the Bankruptcy Code.

**The ~~Holder~~ beneficial owner (or the Authorized Signatory on behalf of such ~~Holder~~ beneficial owner) 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~~ 2c 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~~ 6. Wire information in the event a refund is necessary.**

<u>Account Name :</u>	
<u>Bank Account No.:</u>	
<u>ABA/Routing No.:</u>	
<u>SWIFT Instructions (as applicable)</u>	
<u>Bank Name:</u>	
<u>Bank Address:</u>	



<u>Reference:</u>	
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**Item 7. 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~~ New GMI'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*):

\_\_\_\_\_

Name (continued) (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 equivalent<sup>10</sup>, at the time of his or her purchase exceeds \$1,000,000 USD<sup>11</sup>;~~

~~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 investments<sup>12</sup> 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 status<sup>13</sup>;~~

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<sup>10</sup> ~~The term "spousal equivalent" shall mean a cohabitant occupying a relationship generally equivalent to that of a spouse.~~

<sup>11</sup> ~~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.~~

<sup>12</sup> ~~As defined in in rule 2a51-1(b) under the Investment Company Act.~~

<sup>13</sup> ~~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 basis<sup>14</sup> 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;~~

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<sup>14</sup> ~~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 transaction<sup>45</sup> on behalf of a qualified institutional buyer;~~

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<sup>45</sup> ~~— 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 \_\_\_\_\_