

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

In re	X	Chapter 11
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	:	
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 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 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

<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.



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. **March 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. **March 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. **March 19, 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 **March 19, 2021**;
- e. **April 16, 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. **April 16, 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 **April 16, 2021 at 8:00 p.m. (Eastern Time)** (the “Voting Deadline”);
- h. **April 21, 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 23, 2021 at 11:00 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 ([GarrettBallot@kccllc.com](mailto:GarrettBallot@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 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

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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).

- 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. 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. No later than March 12, 2021, 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. 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 may contact the Debtors' restructuring advisor, AlixPartners, LLP ("AlixPartners") (by writing to GarrettCurenice@alixpartners.com or calling (866) 812-2297 (U.S. toll-free), +800 3742 6170 (international toll-free) or (781) 575-4050 (U.S. local toll number)), to attempt to consensually resolve such issues without the need for a formal objection, and such counterparty and AlixPartners shall work in good faith to reach resolution. If a counterparty's issues are not resolved by March 31, 2021, such counterparty must file an objection (each, a "Contract Objection") on or before 4:00 p.m. (Eastern Time) on April 8, 2021 (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.

19. 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.

20. 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.

21. 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.

22. The Confirmation Hearing Notice is hereby approved.

23. 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. (Benjamin.J.Higgins@ust.doj.gov); (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. (ray.schrock@weil.com) and Candace M. Arthur, Esq. (candace.arthur@weil.com); (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 (khansen@stroock.com), Jonathan D. Canfield (jcanfield@stroock.com), Joanne Lau (jlau@stroock.com) and Alexander A. Fraser (afraser@stroock.com); (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  
(sgreenberg@gibsondunn.com), Steven A. Domanowski (sdomanowski@gibsondunn.com),  
Robert A. Klyman (rklyman@gibsondunn.com) and Matthew G. Bouslog  
(mbouslog@gibsondunn.com); (i) counsel to Honeywell International Inc., Kirkland & Ellis  
LLP, 601 Lexington Avenue, New York, NY 10022, Attn: Nicole L. Greenblatt, P.C.  
(nicole.greenblatt@kirkland.com), Mark McKane, P.C. (mmckane@kirkland.com) and Joseph  
M. Graham (joe.graham@kirkland.com); (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 (ddunne@milbank.com), Andrew M. Leblanc  
(aleblanc@milbank.com), and Andrew C. Harmeyer (aharmeyer@milbank.com); (k) counsel to  
the Additional Investors, Jones Day, 250 Vesey Street, New York, NY 10281, Attn: Anna Kordas  
(akordas@jonesday.com) and Jones Day, 555 S. Flower St., 50<sup>th</sup> Floor, Los Angeles, CA 90071,  
Attn: Bruce Bennett (bbennett@jonesday.com), Joshua M. Mester (jmester@jonesday.com) and  
James O. Johnston (jjohnston@jonesday.com); (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 (matthew.roose@ropesgray.com) and Mark I. Bane (mark.bane@ropesgray.com);  
(m) counsel to the Creditors' Committee, White & Case LLP, 1221 Avenue of the Americas  
New York, New York 10020, Attn: Brian Pfeiffer (brian.pfeiffer@whitecase.com) and John  
Ramirez (john.ramirez@whitecase.com); (n) proposed counsel to the Equity Committee, Glenn  
Agre Bergman & Fuentes LLP, 55 Hudson Yards, 20th Floor, New York, NY 10001, Attn:  
Andrew K. Glenn (aglenn@glennagre.com), Jed I. Bergman (jbergman@glennagre.com) and  
Shai Schmidt (sschmidt@glennagre.com); (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 (francisco.vasquez@nortonrosefulbright.com) 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.

24. 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 **April 16, 2021 at 4:00 p.m. (Eastern Time)**.

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

25. The Plan Supplement, if any, shall be filed by the Debtors no later than **April 9, 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

26. The Rights Offering Procedures, substantially in the form attached hereto as Exhibits H-1 and H-2, are approved.



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

28. 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.

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

30. 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.

31. 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.

32. 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.

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

34. 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: March 12, 2021  
New York, New York

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

**EXHIBIT A**

**Confirmation Hearing Notice**

**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 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 23, 2021 at 11:00 a.m. Eastern Time** and objections to confirmation of the Plan must be filed and served no later than **April 16, 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.

<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	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.

No later than March 12, 2021, 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 dispute the proposed assumption of your Executory Contract or Unexpired Lease or the proposed Cure Cost associated therewith, you may contact the Debtors’ restructuring advisor, AlixPartners, LLP (“AlixPartners”) (by writing to [Garrettcurennotice@alixpartners.com](mailto:Garrettcurennotice@alixpartners.com) or calling (866) 812-2297 (U.S. toll-free), +800 3742 6170 (international toll-free) or (781) 575-4050 (U.S. local toll number)), to attempt to consensually resolve such dispute without the need for a formal objection, and you and**

**AlixPartners shall work in good faith to reach resolution. If your issues are not resolved by March 31, 2021, you must file an objection by 4:00 p.m. (Eastern Time) on April 8, 2021. 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 **March 15, 2021**. The deadline for Holders of Claims and Interests entitled to vote on the Plan to vote on the Plan is **April 16, 2021 at 8:00 p.m. Eastern Time**.

The Court has set **April 23, 2021 at 11:00 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, NY 10004, Attn: Alexa J. Kranzley (kranzleya@sullcrom.com); (b) the Office of the United States Trustee for the Southern District of New York, Attn: Benjamin Higgins, Esq. (Benjamin.J.Higgins@ust.doj.gov); (c) counsel to the Official Committee of Unsecured Creditors, White & Case LLP, 1221 Avenue of the Americas New York, New York 10020, Attn: Brian Pfeiffer (brian.pfeiffer@whitecase.com) and John Ramirez (john.ramirez@whitecase.com); (d) proposed counsel to the Equity Committee, Glenn Agre Bergman & Fuentes LLP, 55 Hudson Yards, 20th Floor, New York, NY 10001, Attn: Andrew K. Glenn (aglenn@glennagre.com), Jed I. Bergman (jbergman@glennagre.com) and Shai Schmidt (sschmidt@glennagre.com); (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. (ray.schrock@weil.com) and Candace M. Arthur, Esq. (candace.arthur@weil.com); (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 (khansen@stroock.com), Jonathan D. Canfield (jcanfield@stroock.com), Joanne Lau (jlau@stroock.com) and Alexander A. Fraser (afraser@stroock.com); (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 (francisco.vasquez@nortonrosefulbright.com); (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 (sgreenberg@gibsondunn.com), Steven A. Domanowski (sdomanowski@gibsondunn.com), Robert A. Klyman (rklyman@gibsondunn.com) and Matthew G. Bouslog (mbouslog@gibsondunn.com); (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 (matthew.roose@ropesgray.com) and Mark I. Bane (mark.bane@ropesgray.com); (j) counsel to Honeywell International Inc., Kirkland & Ellis LLP, 601 Lexington Avenue, New York, NY 10022, Attn: Nicole L. Greenblatt, P.C. (nicole.greenblatt@kirkland.com), Mark McKane, P.C. (mmckane@kirkland.com) and Joseph M. Graham (joe.graham@kirkland.com); (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 (ddunne@milbank.com), Andrew M. Leblanc (aleblanc@milbank.com), and Andrew C. Harmeyer (aharmeyer@milbank.com); (l) counsel to the Additional Investors, Jones Day, 250 Vesey Street, New York, NY 10281, Attn: Anna Kordas (akordas@jonesday.com) and Jones Day, 555 S. Flower St., 50<sup>th</sup> Floor, Los Angeles, CA 90071, Attn: Bruce Bennett (bbennett@jonesday.com), Joshua M. Mester (jmester@jonesday.com) and James O. Johnston (jjohnston@jonesday.com); 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 **April 16, 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 **April 9, 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 11.10 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 11.8 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**

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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.



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 11.9 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 11.10 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, or Honeywell or Honeywell's 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.**

**Notwithstanding any language to the contrary contained in the Disclosure Statement, Plan and/or the Confirmation Order, no provision of the Plan or the Confirmation Order shall (i) preclude the SEC from enforcing its police or regulatory powers; or, (ii) enjoin, limit, impair or delay the SEC from commencing or continuing any claims, causes of action, proceedings or investigations against any nondebtor person or nondebtor entity in any forum.**

**Section 11.11 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 11.8 and 11.10 of the Plan or are subject to exculpation pursuant to Section 11.9 of the Plan (but only to the extent of the exculpation provided in Section 11.9 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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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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Email: dietdericha@sullcrom.com  
gluecksteinb@sullcrom.com  
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 April 16, 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 April 9, 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 [GarrettBallot@kccllc.com](mailto:GarrettBallot@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**

<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 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 wish to dispute the proposed Cure Cost or the assumption, you may contact the Debtors’ restructuring advisor, AlixPartners, LLP (“AlixPartners”) (by writing to [Garrettcurenice@alixpartners.com](mailto:Garrettcurenice@alixpartners.com) or calling (866) 812-2297 (U.S. toll-free), +800 3742 6170 (international toll-free) or (781) 575-4050 (U.S. local toll number)), to attempt to consensually resolve such dispute without the need for a formal objection, and you and AlixPartners shall work in good faith to reach resolution. If your issues are not resolved by March 31, 2021, you must file an objection by 4:00 p.m. (Eastern Time) on April 8, 2021. 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, NY 10004, Attn: Alexa J. Kranzley ([kranzleya@sullcrom.com](mailto:kranzleya@sullcrom.com)); (b) the Office of the United States Trustee for the Southern District of New York, Attn: Benjamin Higgins, Esq. ([Benjamin.J.Higgins@ust.doj.gov](mailto:Benjamin.J.Higgins@ust.doj.gov)); (c) counsel to the Official Committee of Unsecured Creditors, White & Case LLP, 1221 Avenue of the Americas New York, New York 10020, Attn: Brian Pfeiffer ([brian.pfeiffer@whitecase.com](mailto:brian.pfeiffer@whitecase.com)) and John Ramirez ([john.ramirez@whitecase.com](mailto:john.ramirez@whitecase.com)); (d) proposed counsel to the Equity Committee, Glenn Agre

<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.

Bergman & Fuentes LLP, 55 Hudson Yards, 20th Floor, New York, NY 10001, Attn: Andrew K. Glenn (aglenn@glennagre.com), Jed I. Bergman (jbergman@glennagre.com) and Shai Schmidt (sschmidt@glennagre.com); (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. (ray.schrock@weil.com) and Candace M. Arthur, Esq. (candace.arthur@weil.com); (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 (khansen@stroock.com), Jonathan D. Canfield (jcanfield@stroock.com), Joanne Lau (jlau@stroock.com) and Alexander A. Fraser (afraser@stroock.com); (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 (francisco.vasquez@nortonrosefulbright.com); (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 (sgreenberg@gibsondunn.com), Steven A. Domanowski (sdomanowski@gibsondunn.com), Robert A. Klyman (rklyman@gibsondunn.com) and Matthew G. Bouslog (mbouslog@gibsondunn.com); (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 (matthew.roose@ropesgray.com) and Mark I. Bane (mark.bane@ropesgray.com); (j) counsel to Honeywell International Inc., Kirkland & Ellis LLP, 601 Lexington Avenue, New York, NY 10022, Attn: Nicole L. Greenblatt, P.C. (nicole.greenblatt@kirkland.com), Mark McKane, P.C. (mmckane@kirkland.com) and Joseph M. Graham (joe.graham@kirkland.com); (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 (ddunne@milbank.com), Andrew M. Leblanc (aleblanc@milbank.com), and Andrew C. Harmeyer (aharmeyer@milbank.com); (l) counsel to the Additional Investors, Jones Day, 250 Vesey Street, New York, NY 10281, Attn: Anna Kordas (akordas@jonesday.com) and Jones Day, 555 S. Flower St., 50<sup>th</sup> Floor, Los Angeles, CA 90071, Attn: Bruce Bennett (bbennett@jonesday.com), Joshua M. Mester (jmester@jonesday.com) and James O. Johnston (jjohnston@jonesday.com); 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 23, 2021 at 11:00 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, 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; PROVIDED, HOWEVER, THAT THE COUNTERPARTY TO SUCH EXECUTORY CONTRACT OR UNEXPIRED LEASE MAY SEEK ADDITIONAL AMOUNT(S) ON ACCOUNT OF ANY DEFAULTS OCCURRING BETWEEN THE FILING OF THE NOTICE OF ASSUMPTION AND THE OCCURRENCE OF THE EFFECTIVE DATE OF THE PLAN. 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  
Facsimile: (212) 558-3588  
Email: dietdericha@sullcrom.com  
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**





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 March 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 or Interests 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 April 16, 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:** GarrettBallot@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 or Interests 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: APRIL 16, 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 11.8 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 11.9 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 11.10 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, or Honeywell or Honeywell's 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.

Notwithstanding any language to the contrary contained in the Disclosure Statement, Plan and/or the Confirmation Order, no provision of the Plan or the Confirmation Order shall (i) preclude the SEC from enforcing its police or regulatory powers; or, (ii) enjoin, limit, impair or delay the SEC from commencing or continuing any claims, causes of action, proceedings or investigations against any nondebtor person or nondebtor entity in any forum.

**Section 11.11 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 11.8 and 11.10 of the Plan or are subject to exculpation pursuant to Section 11.9 of the Plan (but only to the extent of the exculpation provided in Section 11.9 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 \$1.185 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 11.10 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 11.10 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 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:  
APRIL 16, 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 **April 16, 2021 at 8:00 p.m. (Eastern Time)**. **If you wish to opt-in to the voluntary release in Section 11.10 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 or Interests 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 APRIL 16, 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 March 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 or Interests 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:** GarrettBallot@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 April 16, 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 11.10 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 11.8 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 11.9 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 11.10 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, or Honeywell or Honeywell's 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.**

**Notwithstanding any language to the contrary contained in the Disclosure Statement, Plan and/or the Confirmation Order, no provision of the Plan or the Confirmation Order shall (i) preclude the SEC from enforcing its police or regulatory powers; or, (ii) enjoin, limit, impair or delay the SEC from commencing or continuing any claims, causes of action, proceedings or investigations against any nondebtor person or nondebtor entity in any forum.**

**Section 11.11 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 11.8 and 11.10 of the Plan or are subject to exculpation pursuant to Section 11.9 of the Plan (but only to the extent of the exculpation provided in Section 11.9 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 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 11.10 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 11.10 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: GARRETTBALLOT@KCCLLC.COM**

**THIS MASTER BALLOT MUST BE ACTUALLY RECEIVED BY THE DEBTORS'  
SOLICITATION AGENT ON OR BEFORE:  
THE VOTING DEADLINE OF APRIL 16, 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 April 16, 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 APRIL 16, 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 March 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 contained in Section 11.10 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 or Interests 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:** GarrettBallot@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 or Interests 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 April 16, 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 11.8 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 11.9 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 11.10 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, or Honeywell or Honeywell's 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.**

**Notwithstanding any language to the contrary contained in the Disclosure Statement, Plan and/or the Confirmation Order, no provision of the Plan or the Confirmation Order shall (i) preclude the SEC from enforcing its police or regulatory powers; or, (ii) enjoin, limit, impair or delay the SEC from commencing or continuing any claims, causes of action, proceedings or investigations against any nondebtor person or nondebtor entity in any forum.**

**Section 11.11 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 11.8 and 11.10 of the Plan or are subject to exculpation pursuant to Section 11.9 of the Plan (but only to the extent of the exculpation provided in Section 11.9 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 11.10 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 11.10 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**

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 5 – Prepetition Notes Claims Voted	ISIN of Other Class 5 – Senior Subordinated Noteholder Claim Voted
		€	
		€	
		€	

**Item 4. Certifications.**

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

- (a) as of the Voting Record Date, either: (i) the entity is the Beneficial Holder of the Claims in Class 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:  
APRIL 16, 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 **April 16, 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 or Interests 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 APRIL 16, 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 March 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 or Interests 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 April 16, 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:** GarrettBallot@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: APRIL 16, 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 11.8 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 11.9 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 11.10 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, or Honeywell or Honeywell's 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.

Notwithstanding any language to the contrary contained in the Disclosure Statement, Plan and/or the Confirmation Order, no provision of the Plan or the Confirmation Order shall (i) preclude the SEC from enforcing its police or regulatory powers; or, (ii) enjoin, limit, impair or delay the SEC from commencing or continuing any claims, causes of action, proceedings or investigations against any nondebtor person or nondebtor entity in any forum.

**Section 11.11 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 11.8 and 11.10 of the Plan or are subject to exculpation pursuant to Section 11.9 of the Plan (but only to the extent of the exculpation provided in Section 11.9 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 11.10 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 11.10 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:  
APRIL 16, 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 **April 16, 2021 at 8:00 p.m. (Eastern Time)**. **If you wish to opt-in to the voluntary release in Section 11.10 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 APRIL 16, 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 CAN EXERCISE THE CASH-OUT OPTION TO RECEIVE CASH, IN WHICH CASE SUCH HOLDER SHALL RECEIVE ITS CASH-OUT CONSIDERATION IN FULL AND FINAL SATISFACTION OF ITS EXISTING COMMON STOCK AND SUCH HOLDER MAY NOT EXERCISE ITS 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”) as of March 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 or Interests 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:** GarrettBallot@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 Interests.

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 April 16, 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 11.10 of the Plan.**

**Beneficial Holders may exercise the Cash-Out Option to receive Cash, in which case such Holder shall receive its Cash-Out Consideration in full and final satisfaction of its Existing Common Stock and such Holder may not exercise its 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 11.8 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 11.9 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 11.10 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, or Honeywell or Honeywell's 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.

Notwithstanding any language to the contrary contained in the Disclosure Statement, Plan and/or the Confirmation Order, no provision of the Plan or the Confirmation Order shall (i) preclude the SEC from enforcing its police or regulatory powers; or, (ii) enjoin, limit, impair or delay the SEC from commencing or continuing any claims, causes of action, proceedings or investigations against any nondebtor person or nondebtor entity in any forum.

**Section 11.11 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 11.8 and 11.10 of the Plan or are subject to exculpation pursuant to Section 11.9 of the Plan (but only to the extent of the exculpation provided in Section 11.9 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 or in such form as otherwise agreed in advance in writing by the Debtors. Please note that, unless otherwise agreed in advance in writing by the Debtors, 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 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 11.10 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 11.10 of the Plan.

Beneficial Holders may exercise the Cash-Out Option to receive Cash, in which case such Holder shall receive its Cash-Out Consideration in full and final satisfaction of its Existing Common Stock and such Holder may not exercise its Subscription Rights. Unless otherwise agreed in advance in writing by the Debtors, such Beneficial Holder may exercise the Cash-Out Option for all or none of its Existing Common Stock and may not make a partial election to exercise the Cash-Out Option. 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			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 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: GARRETTBALLOT@KCCLLC.COM**

**THIS MASTER BALLOT MUST BE ACTUALLY RECEIVED BY THE DEBTORS'  
SOLICITATION AGENT ON OR BEFORE:  
THE VOTING DEADLINE OF APRIL 16, 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 Interests 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 April 16, 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 (unless otherwise agreed in advance in writing by the Debtors); 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. Unless otherwise agreed in advance in writing by the Debtors, a Beneficial Holder Ballot that partially rejects and partially accepts the Plan must not be counted.
  10. Beneficial Holders may exercise all or none of the Cash-Out Option and may not make a partial election to exercise the Cash-Out Option. Unless otherwise agreed in advance in

writing by the Debtors, 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 interest or (b) an assertion or admission with respect to an Interest.
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 APRIL 16, 2021 AT 8:00 P.M.  
(EASTERN TIME), YOUR BALLOT WILL NOT BE COUNTED.**

**EXHIBIT D-6**

**Existing Common Stock Beneficial Ballot**



**YOU CAN EXERCISE THE CASH-OUT OPTION TO RECEIVE CASH, IN WHICH CASE YOU SHALL RECEIVE YOUR CASH-OUT CONSIDERATION IN FULL AND FINAL SATISFACTION OF YOUR EXISTING COMMON STOCK AND YOU MAY NOT EXERCISE YOUR 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 March 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 contained in Section 11.10 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 or Interests 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**

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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).

**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:** GarrettBallot@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 Interest. Your Interest has been placed in Class 11—Existing Common Stock—under the Plan. If you hold Claims or Interests 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 April 16, 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 11.8 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 11.9 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 11.10 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, or Honeywell or Honeywell's 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.

Notwithstanding any language to the contrary contained in the Disclosure Statement, Plan and/or the Confirmation Order, no provision of the Plan or the Confirmation Order shall (i) preclude the SEC from enforcing its police or regulatory powers; or, (ii) enjoin, limit, impair or delay the SEC from commencing or continuing any claims, causes of action, proceedings or investigations against any nondebtor person or nondebtor entity in any forum.

**Section 11.11 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 11.8 and 11.10 of the Plan or are subject to exculpation pursuant to Section 11.9 of the Plan (but only to the extent of the exculpation provided in Section 11.9 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, unless otherwise agreed in advance in writing by the Debtors, you are voting all of your Interests to accept or reject the Plan and 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 11.10 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 11.10 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 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 in full and final satisfaction of such Holder's Existing Common Stock, and such Holder may not exercise its Subscription Rights.

Unless otherwise agreed in advance in writing by the Debtors, you may only exercise the Cash-Out Option for all or none of your Existing Common Stock and may not make a partial election to exercise the Cash-Out Option. 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. |
|---|

**Item 4. Certifications.**

By signing this Beneficial Holder 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 Beneficial Holder of the Interests 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 Interests in Class 11 being voted on this Beneficial Holder Ballot;
- (b) if the entity elects to exercise the Cash-Out Option in Item 3, then (a) as of the date of such election, the entity is either (i) the Beneficial Holder of the Interests in Class 11 being delivered under the Cash-Out Option or (ii) the entity is an authorized signatory for an entity that is the Beneficial Holder of the Interests in Class 11 being delivered under the Cash-Out Option and (b) the entity shall not

transfer its beneficial ownership of the Interests in Class 11 being delivered under the Cash-Out Option prior to the Effective Date of the Plan;

- (c) 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;
- (d) the entity has cast the same vote with respect to all Interests in a single Class; and
- (e) no other Beneficial Holder Ballots with respect to the amount of the Interests in Class 11 identified in Item 1 have been cast or, if any other Beneficial Holder Ballots have been cast with respect to such Interests, 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:  
APRIL 16, 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 Interests 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) 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 **April 16, 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 (unless otherwise agreed in advance in writing by the Debtors);
  - 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 Interest;
  - 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 (unless otherwise agreed in advance in writing by the Debtors).
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 Interests 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. Unless otherwise agreed in advance in writing by the Debtors, you must vote the entirety of your Interests to either accept or reject the Plan and may **not** split your vote for any such Interest.
  8. Unless otherwise agreed in advance in writing by the Debtors, you may only 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 exercise the Cash-Out Option. 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 Interests 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.
  10. This Beneficial Holder Ballot does not constitute, and shall not be deemed to be (a) a proof of interest or (b) an assertion or admission with respect to an Interest.
  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 Interests within the same Class, the Debtors may, in their discretion, aggregate the Interests of any particular holder with multiple Interests within the same Class for the purpose of counting votes.
13. If you hold Claims or Interests 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 APRIL 16, 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**



**FULL AND FINAL SATISFACTION OF YOUR EXISTING COMMON STOCK AND YOU MAY NOT EXERCISE YOUR 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 March 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 or Interests 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 April 16, 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
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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:** GarrettBallot@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 Interest. Your Interest has been placed in Class 11—Existing Common Stock—under the Plan. If you hold Claims or Interests 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: APRIL 16, 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 11.8 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 11.9 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 11.10 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, or Honeywell or Honeywell's 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.

Notwithstanding any language to the contrary contained in the Disclosure Statement, Plan and/or the Confirmation Order, no provision of the Plan or the Confirmation Order shall (i) preclude the SEC from enforcing its police or regulatory powers; or, (ii) enjoin, limit, impair or delay the SEC from commencing or continuing any claims, causes of action, proceedings or investigations against any nondebtor person or nondebtor entity in any forum.

**Section 11.11 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 11.8 and 11.10 of the Plan or are subject to exculpation pursuant to Section 11.9 of the Plan (but only to the extent of the exculpation provided in Section 11.9 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 11.10 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 11.10 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 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 in full and final satisfaction of such Holder's Existing Common Stock, and such Holder may not exercise its Subscription Rights.

You may exercise all or none of the Cash-Out Option and may not make a partial election to exercise the Cash-Out Option. If you partially exercise the Cash-Out Option, you will be deemed to have not made the election.

If you elect to exercise the Cash-Out Option, your shares of Existing Common Stock will become subject to restrictions on trading by the Debtors' transfer agent and no further trading will be permitted in such Existing Common Stock. If the Plan is not confirmed, the Debtors' transfer agent will, in accordance with its customary practices and procedures, remove such trading restrictions on such Existing Common Stock.

If you elect to exercise the Cash-Out Option and are voting by submitting this Ballot via mail, you should submit a complete and signed IRS Form W-9 or appropriate IRS Form W-8, as applicable, together with this Ballot to the Debtors' Solicitation Agent. Alternatively, if you are voting electronically via the Solicitation Agent's E-Ballot portal, then instead of submitting such IRS forms, you may input your Social Security Number ("SSN") or Taxpayer Identification Number ("TIN"), as applicable, into the appropriate field on the E-Ballot portal. If you fail to either submit the appropriate IRS form by mail or input your SSN/TIN electronically, there may be a delay in the processing or distribution of the Cash-Out Consideration.

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. |
|---|

**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 Interests 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 Interests in Class 11 being voted;
- (b) if the entity elects to exercise the Cash-Out Option in Item 3, then (a) as of the date of such election, the entity is either (i) the Holder of the Interests in Class 11 being delivered under the Cash-Out Option or (ii) the entity is an authorized

signatory for an entity that is the Holder of the Interests in Class 11 being delivered under the Cash-Out Option and (b) the entity shall not transfer its Interests in Class 11 being delivered under the Cash-Out Option prior to the Effective Date of the Plan;

- (c) 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;
- (d) the entity has cast the same vote with respect to all Interests in Class 11; and
- (e) no other Ballots with respect to the amount of the Interests in Class 11 identified in Item 1 have been cast or, if any other Ballots have been cast with respect to such Interests, 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:  
APRIL 16, 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 Interests 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) 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 **April 16, 2021 at 8:00 p.m. (Eastern Time)**. **If you wish to opt-in to the voluntary release in Section 11.10 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 Interest;
  - any Ballot cast by an entity that does not hold an Interest 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 an Interest. 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 an Interest with respect to the same Interest 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 your Interests to either accept or reject the Plan and may not split your vote for any such Interest.
  9. 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 exercise the Cash-Out Option. 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. If you elect to exercise the Cash-Out Option and are voting by submitting this Ballot via mail, you should read, complete and sign (i) an IRS Form W-9 if you are a U.S. person or (ii) an appropriate IRS Form W-8 if you are a non-U.S. person, and submit such form, as applicable, with this Ballot to the Debtors' Solicitation Agent. These forms may be obtained from the IRS at its website: [www.irs.gov](http://www.irs.gov). Alternatively, if you are voting electronically via the Solicitation Agent's E-Ballot portal, then instead of submitting such IRS forms, you may input your SSN or TIN, as applicable, into the appropriate field on the E-Ballot portal. If you fail to either submit the appropriate IRS form by mail or input your SSN/TIN electronically, there may be a delay in the processing or distribution of the Cash-Out Consideration.
  11. 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 Interests 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.
  12. This Ballot does not constitute and shall not be deemed to be (a) a proof of interest or (b) an assertion or admission with respect to an Interest.
  13. 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.

14. If you hold multiple Interests within the same Class, the Debtors may, in their discretion, aggregate the Interests of any particular holder with multiple Interests within the same Class for the purpose of counting votes.
15. If you hold Claims or Interests 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 APRIL 16, 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 11.10 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 11.10 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, NY 10004, Attn: Alexa J. Kranzley (kranzleya@sullcrom.com); (b) the Office of the United States Trustee for the Southern District of New York, Attn: Benjamin Higgins, Esq. (Benjamin.J.Higgins@ust.doj.gov); (c) counsel to the Official Committee of Unsecured Creditors, White & Case LLP, 1221 Avenue of the Americas New York, New York 10020, Attn: Brian Pfeiffer (brian.pfeiffer@whitecase.com) and John Ramirez (john.ramirez@whitecase.com); (d) proposed counsel to the Equity Committee, Glenn Agre Bergman & Fuentes LLP, 55 Hudson Yards, 20th Floor, New York, NY 10001, Attn: Andrew K. Glenn (aglenn@glennagre.com), Jed I. Bergman (jbergman@glennagre.com) and Shai Schmidt (sschmidt@glennagre.com); (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. (ray.schrock@weil.com) and Candace M. Arthur, Esq. (candace.arthur@weil.com); (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 (khansen@stroock.com), Jonathan D. Canfield (jcanfield@stroock.com), Joanne Lau (jlau@stroock.com) and Alexander A. Fraser (afraser@stroock.com); (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 (francisco.vasquez@nortonrosefulbright.com); (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 (sgreenberg@gibsondunn.com), Steven A. Domanowski (sdomanowski@gibsondunn.com), Robert A. Klyman (rklyman@gibsondunn.com) and Matthew G. Bouslog (mbouslog@gibsondunn.com); (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 (matthew.roose@ropesgray.com) and Mark I. Bane (mark.bane@ropesgray.com); (j) counsel to Honeywell International Inc., Kirkland & Ellis LLP, 601 Lexington Avenue, New York, NY 10022, Attn: Nicole L. Greenblatt, P.C. (nicole.greenblatt@kirkland.com), Mark McKane, P.C. (mmckane@kirkland.com) and Joseph M. Graham (joe.graham@kirkland.com); (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 (ddunne@milbank.com),

Andrew M. Leblanc (aleblanc@milbank.com), and Andrew C. Harmeyer (aharmeyer@milbank.com); (l) counsel to the Additional Investors, Jones Day, 250 Vesey Street, New York, NY 10281, Attn: Anna Kordas (akordas@jonesday.com) and Jones Day, 555 S. Flower St., 50<sup>th</sup> Floor, Los Angeles, CA 90071, Attn: Bruce Bennett (bbennett@jonesday.com), Joshua M. Mester (jmester@jonesday.com) and James O. Johnston (jjohnston@jonesday.com); 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 **April 16, 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 **April 9, 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.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.

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  
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kranzleya@sullcrom.com  
bellerb@sullcrom.com

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*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 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 11.10 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 11.10 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 April 16, 2021 at 8:00 p.m. (Eastern Time). Election Forms must be delivered to the Solicitation Agent either (a) at the address listed in the preceding sentence or (b) via the Solicitation Agent’s e-ballot platform by visiting the Solicitation Agent’s website, <http://www.kccllc.net/garrettmotion>, clicking on the “Submit E-Ballot or Opt-In Form” link and following the directions to submit your electronic Ballot. Holders are encouraged**

<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.

**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 11.10 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 11.10 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:** GarrettBallot@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 11.10 of the Plan.

**VOTING DEADLINE: APRIL 16, 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 11.10 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 11.10 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, or Honeywell or Honeywell's 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.**

**Notwithstanding any language to the contrary contained in the Disclosure Statement, Plan and/or the Confirmation Order, no provision of the Plan or the Confirmation Order shall (i) preclude the SEC from enforcing its police or regulatory powers; or, (ii) enjoin, limit, impair or delay the SEC from commencing or continuing any claims, causes of action, proceedings or investigations against any nondebtor person or nondebtor entity in any forum.**

**Item 1. Voluntary Release.**

The undersigned Holder of the Claim elects to:

**OPT-IN** of the voluntary release in Section 11.10 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 11.10 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:  
APRIL 16, 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 11.10 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 **April 16, 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 11.10 of the Plan.

**PLEASE RETURN YOUR ELECTION FORM PROMPTLY IF YOU WISH TO OPT-IN  
TO THE RELEASE IN SECTION 11.10 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 APRIL 16, 2021 AT 8:00 P.M. (EASTERN TIME),  
YOUR ELECTION FORM WILL NOT BE COUNTED.**

**EXHIBIT F**

**Notice of Impaired Non-Voting Status**





**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 11.10 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 11.10 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, NY 10004, Attn: Alexa J. Kranzley (kranzleya@sullcrom.com); (b) the Office of the United States Trustee for the Southern District of New York, Attn: Benjamin Higgins, Esq. (Benjamin.J.Higgins@ust.doj.gov); (c) counsel to the Official Committee of Unsecured Creditors, White & Case LLP, 1221 Avenue of the Americas New York, New York 10020, Attn: Brian Pfeiffer (brian.pfeiffer@whitecase.com) and John Ramirez (john.ramirez@whitecase.com); (d) proposed counsel to the Equity Committee, Glenn Agre Bergman & Fuentes LLP, 55 Hudson Yards, 20th Floor, New York, NY 10001, Attn: Andrew K. Glenn (aglenn@glennagre.com), Jed I. Bergman (jbergman@glennagre.com) and Shai Schmidt (sschmidt@glennagre.com); (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. (ray.schrock@weil.com) and Candace M. Arthur, Esq. (candace.arthur@weil.com); (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 (khansen@stroock.com), Jonathan D. Canfield (jcanfield@stroock.com), Joanne Lau (jlau@stroock.com) and Alexander A. Fraser (afraser@stroock.com); (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 (francisco.vasquez@nortonrosefulbright.com); (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 (sgreenberg@gibsondunn.com), Steven A. Domanowski (sdomanowski@gibsondunn.com), Robert A. Klyman (rklyman@gibsondunn.com) and Matthew G. Bouslog (mbouslog@gibsondunn.com); (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 (matthew.roose@ropesgray.com) and Mark I. Bane (mark.bane@ropesgray.com); (j) counsel to Honeywell International Inc., Kirkland & Ellis LLP, 601 Lexington Avenue, New York, NY 10022, Attn: Nicole L. Greenblatt, P.C. (nicole.greenblatt@kirkland.com), Mark McKane, P.C.

(mmckane@kirkland.com) and Joseph M. Graham (joe.graham@kirkland.com); (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 (ddunne@milbank.com), Andrew M. Leblanc (aleblanc@milbank.com), and Andrew C. Harmeyer (aharmeyer@milbank.com); (l) counsel to the Additional Investors, Jones Day, 250 Vesey Street, New York, NY 10281, Attn: Anna Kordas (akordas@jonesday.com) and Jones Day, 555 S. Flower St., 50<sup>th</sup> Floor, Los Angeles, CA 90071, Attn: Bruce Bennett (bbennett@jonesday.com), Joshua M. Mester (jmester@jonesday.com) and James O. Johnston (jjohnston@jonesday.com); 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 **April 16, 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 **April 9, 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  
gluecksteinb@sullcrom.com

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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 11.10 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 11.10 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 April 16, 2021 at 8:00 p.m. (Eastern Time). Election Forms must be delivered to the Solicitation Agent either (a) at the address listed in the preceding sentence or (b) via the Solicitation Agent’s e-ballot platform by visiting the Solicitation Agent’s website, <http://www.kccllc.net/garrettmotion>, clicking on the “Submit E-Ballot or Opt-In Form” link and following the directions to submit your electronic Ballot. Holders are encouraged**

<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.

**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 11.10 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 11.10 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:** GarrettBallot@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 11.10 of the Plan.

**VOTING DEADLINE: APRIL 16, 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 11.10 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 11.10 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, or Honeywell or Honeywell's 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.**

**Notwithstanding any language to the contrary contained in the Disclosure Statement, Plan and/or the Confirmation Order, no provision of the Plan or the Confirmation Order shall (i) preclude the SEC from enforcing its police or regulatory powers; or, (ii) enjoin, limit, impair or delay the SEC from commencing or continuing any claims, causes of action, proceedings or investigations against any nondebtor person or nondebtor entity in any forum.**

**Item 1. Voluntary Release.**

The undersigned Holder of the Claim elects to:

**OPT-IN** of the voluntary release in Section 11.10 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 11.10 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:  
APRIL 16, 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 11.10 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 **April 16, 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 11.10 of the Plan.

**PLEASE RETURN YOUR ELECTION FORM PROMPTLY IF YOU WISH TO OPT-IN  
TO THE RELEASE IN SECTION 11.10 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 APRIL 16, 2021 AT 8:00 P.M. (EASTERN TIME),  
YOUR ELECTION FORM WILL NOT BE COUNTED.**

**EXHIBIT G**

**Plan Supplement Notice**





*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 23, 2021 at 11:00 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, NY 10004, Attn: Alexa J. Kranzley (kranzleya@sullcrom.com); (b) the Office of the United States Trustee for the Southern District of New York, Attn: Benjamin Higgins, Esq. (Benjamin.J.Higgins@ust.doj.gov); (c) counsel to the Official Committee of Unsecured Creditors, White & Case LLP, 1221 Avenue of the Americas New York, New York 10020, Attn: Brian Pfeiffer (brian.pfeiffer@whitecase.com) and John Ramirez (john.ramirez@whitecase.com); (d) proposed counsel to the Equity Committee, Glenn Agre Bergman & Fuentes LLP, 55 Hudson Yards, 20th Floor, New York, NY 10001, Attn: Andrew K. Glenn (aglenn@glennagre.com), Jed I. Bergman (jbergman@glennagre.com) and Shai Schmidt (sschmidt@glennagre.com); (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. (ray.schrock@weil.com) and Candace M. Arthur, Esq. (candace.arthur@weil.com); (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 (khansen@stroock.com), Jonathan D. Canfield (jcanfield@stroock.com), Joanne Lau (jlau@stroock.com) and Alexander A. Fraser (afraser@stroock.com); (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:

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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.

Francisco Vasquez (francisco.vasquez@nortonrosefulbright.com); (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 (sgreenberg@gibsondunn.com), Steven A. Domanowski (sdomanowski@gibsondunn.com), Robert A. Klyman (rklyman@gibsondunn.com) and Matthew G. Bouslog (mbouslog@gibsondunn.com); (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 (matthew.roose@ropesgray.com) and Mark I. Bane (mark.bane@ropesgray.com); (j) counsel to Honeywell International Inc., Kirkland & Ellis LLP, 601 Lexington Avenue, New York, NY 10022, Attn: Nicole L. Greenblatt, P.C. (nicole.greenblatt@kirkland.com), Mark McKane, P.C. (mmckane@kirkland.com) and Joseph M. Graham (joe.graham@kirkland.com); (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 (ddunne@milbank.com), Andrew M. Leblanc (aleblanc@milbank.com), and Andrew C. Harmeyer (aharmeyer@milbank.com); (l) counsel to the Additional Investors, Jones Day, 250 Vesey Street, New York, NY 10281, Attn: Anna Kordas (akordas@jonesday.com) and Jones Day, 555 S. Flower St., 50<sup>th</sup> Floor, Los Angeles, CA 90071, Attn: Bruce Bennett (bbennett@jonesday.com), Joshua M. Mester (jmester@jonesday.com) and James O. Johnston (jjohnston@jonesday.com); 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 **April 16, 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.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 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

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*Counsel to the Debtors*

**EXHIBIT H-1**

**1145 Rights Offering Procedures**

## 1145 RIGHTS OFFERING PROCEDURES<sup>1</sup>

To 1145 Eligible Holders and Nominees of 1145 Eligible Holders:

On March 9, 2021, the Debtors filed the *Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [D.I. 993] (as may be amended, modified, or supplemented from time to time in accordance with the terms thereof, the "Plan") and the *Disclosure Statement for the Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [D.I. 994] (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 1145 Rights Offering pursuant to which each Holder of Existing Common Stock on the Record Date (as defined below) that does not exercise its Cash-Out Option (each such Holder, an "1145 Eligible Holder") may acquire newly issued shares of Convertible Series A Preferred Stock in the 1145 Rights Offering (the "1145 Offered Shares").

The Plan also provides for the Debtors to conduct, in parallel to the 1145 Rights Offering, a separate rights offering to certain Holders of Existing Common Stock (the "Accredited Investor Rights Offering"). The Accredited Investor Rights Offering is governed by separate rights offering procedures (the "Accredited Investor Rights Offering Procedures"). Any Holder that intends to participate in the Accredited Investor Rights Offering should consult the separate Accredited Investor Rights Offering Procedures.

These 1145 Rights Offering Procedures relate to the 1145 Rights Offering for the 1145 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 1145 Subscription Rights (as defined below) to subscribe for the 1145 Offered Shares in the 1145 Rights Offering or the 1145 Offered Shares purchased in connection with the exercise of such 1145 Subscription Rights distributed pursuant to these 1145 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 1145 Rights Offering Procedures in their entirety; key provisions are highlighted below:

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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 Replacement Equity Backstop Commitment Agreement, dated as of March 9, 2021, as amended, by and among the Debtors (as defined therein) and the Equity Backstop Parties (as defined therein) (the "Equity Backstop Commitment Agreement").

- Unless otherwise agreed, 1145 Eligible Holders shall have the right, but not the obligation, to participate in the 1145 Rights Offering and subscribe for 1145 Offered Shares (such right, the “1145 Subscription Rights”). If you exercise your 1145 Subscription Rights, you will have to **PAY** for such exercise at the Per Share Price (as defined below). 1145 Eligible Holders may exercise their 1145 Subscription Rights by completing the applicable subscription form (each a “Subscription Form”). **1145 Eligible Holders intending to participate in both the 1145 Rights Offering and the Accredited Investor Rights Offering should submit only one 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’) 1145 Subscription Rights, but need not transfer the Purchase Price (as defined below) until the Funding Date.
- 1145 Eligible Holders are *not* required to exercise any of their 1145 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.
- **Any 1145 Eligible Holder who has timely exercised its Cash-Out Option may not exercise its 1145 Subscription Rights, and any Subscription Form submitted by such 1145 Eligible Holder shall be deemed null and void and of no effect. Any consideration received from any 1145 Eligible Holder that timely exercised its Cash-Out Option shall be promptly returned to such Eligible Holder.**
- Additional information regarding the 1145 Rights Offering and the terms of the 1145 Offered Shares is provided in this Disclosure Statement and in the Subscription Forms enclosed herewith. 1145 Eligible Holders should carefully review the Disclosure Statement and the Subscription Forms in their entirety.

**Each 1145 Offered Share is being distributed and issued by New GMI pursuant to the 1145 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 1145 Subscription Rights to subscribe for the 1145 Offered Shares in the 1145 Rights Offering or the 1145 Offered Shares purchased in connection with the exercise of such 1145 Subscription Rights distributed pursuant to these 1145 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.**

<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 1145 Rights Offering. Certain provisions of the 1145 Rights Offering Procedures are separately applicable to these parties.

The 1145 Subscription Rights are not detachable or transferable separately from the Existing Common Stock held by 1145 Eligible Holders (the “1145 Eligible Shares”), other than those held by Equity Backstop Parties in accordance with the Equity Backstop Commitment Agreement or those held by Honeywell<sup>3</sup>, Centerbridge<sup>4</sup> or Oaktree<sup>5</sup> in accordance with the Plan Support Agreement. Rather, such 1145 Subscription Rights will trade together with the underlying 1145 Eligible Shares and be evidenced by the underlying 1145 Eligible Shares, until the Subscription Expiration Deadline. Furthermore, the 1145 Subscription Rights may only be exercised by 1145 Eligible Holders, except as otherwise contemplated by the Equity Backstop Commitment Agreement. Accordingly, if an 1145 Eligible Holder (other than an Equity Backstop Party, Honeywell, Centerbridge or Oaktree) sells or transfers its Eligible Share after the Record Date, the purchaser or transferee will not be eligible to receive or exercise 1145 Subscription Rights in respect of such Eligible Share.

The exercise of the 1145 Subscription Rights once made cannot be revoked unless the 1145 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 1145 Eligible Holder prior to making a decision to participate in the 1145 Rights Offering. Copies of the Disclosure Statement are available on the Debtors’ restructuring website at <http://www.kccllc.net/garrettmotion>.

The 1145 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 1145 Eligible Holder that subscribes for 1145 Offered Shares pursuant to the 1145 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

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<sup>3</sup> “Honeywell” means Honeywell International Inc., its Affiliates, and their respective officers, directors, professional advisors, consultants and related Persons.

<sup>4</sup> “Centerbridge” means Centerbridge Partners, L.P., acting solely in its capacity as an investment adviser on behalf of certain funds and accounts and wholly-owned entities of such funds and accounts.

<sup>5</sup> “Oaktree” means Oaktree Capital Management, L.P., acting solely in its capacity as an investment adviser on behalf of certain funds and accounts and wholly-owned entities of such funds and accounts.

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 1145 Rights Offering Procedures and the issuance of the 1145 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 1145 Rights Offering Procedures in any jurisdiction where any action for that purpose may be required. Accordingly, these 1145 Rights Offering Procedures may not be distributed or communicated, and the 1145 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 1145 Offered Share issued upon exercise of a 1145 Subscription Right to an 1145 Eligible Holder located outside the United States, and any certificate issued in exchange for or upon the transfer, sale or assignment of any such 1145 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.).



1145 Eligible Holders should note the following times relating to the 1145 Rights Offering:

<b>Date</b>	<b>Calendar Date</b>	<b>Event</b>
Record Date	March 15, 2021	The date for the determination of the Holders of Existing Common Stock eligible to participate in the 1145 Rights Offering.
Subscription Commencement Date	March 19, 2021	Commencement of the 1145 Rights Offering and the first date on which 1145 Eligible Holders are eligible to exercise 1145 Subscription Rights.
Subscription Expiration Deadline	5:00 p.m. New York City time on April 16, 2021	<p>The deadline for 1145 Eligible Holders to subscribe for 1145 Offered Shares.</p> <p>An 1145 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. 1145 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 transcribe the instructions onto a Master Subscription Form and submit it by the Subscription Expiration Deadline. 1145 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>1145 Eligible Holders who are not Equity Backstop Parties, Honeywell, Centerbridge or Oaktree must deliver the aggregate Purchase Price by the Subscription Expiration Deadline. 1145 Eligible Holders that hold their Existing Common Stock through a Nominee should coordinate payment of the Purchase Price through their Nominees.</p> <p>1145 Eligible Holders who are Equity Backstop Parties, Honeywell, Centerbridge or Oaktree are not required to pay their respective aggregate Purchase Price until the Funding Date in accordance with the terms of the Equity Backstop</p>

Date	Calendar Date	Event
		Commitment Agreement and the Plan Support Agreement.

***The 1145 Rights Offering***

Pursuant to the Plan, each 1145 Eligible Holder is eligible to participate in the 1145 Rights Offering.

*Per Share Price.* The purchase price per share of 1145 Offered Shares in the 1145 Rights Offering is \$5.25 per share (the “Per Share Price”).

***Allocation of 1145 Offered Shares***

Pursuant to the Plan, each 1145 Eligible Holder will have the right, but not the obligation, through the 1145 Rights Offering to subscribe, at the Per Share Price, for a number of 1145 Offered Shares equal to the number of shares of Existing Common Stock held by such 1145 Eligible Holder on the Record Date. As of the date of these 1145 Rights Offering Procedures, there were 76,068,026 shares of Existing Common Stock issued and outstanding. The Existing Common Stock will be cancelled on the Effective Date of the Plan.

1145 Eligible Holders (including Equity Backstop Parties, Honeywell, Centerbridge and Oaktree) exercising 1145 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 1145 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 1145 Eligible Holder is authorizing its Nominee to exercise the 1145 Subscription Rights associated with the shares of Existing Common Stock as to which the instruction pertains and corresponding to the elections evidenced on such 1145 Eligible Holder’s Subscription Form. If applicable, 1145 Eligible Holders are urged to consult with their Nominees to determine the necessary deadline to return their Subscription Forms to their Nominee. 1145 Eligible Holders (including Equity Backstop Parties, Honeywell, Centerbridge and Oaktree) exercising 1145 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 1145 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 1145 Eligible Holder’s 1145 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 1145 Eligible Holder (except an Equity Backstop Party, Honeywell, Centerbridge and Oaktree) shall be entitled to participate in the 1145 Rights Offering unless the aggregate Purchase Price for the 1145 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 1145 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.

Special Note for Honeywell, Centerbridge and Oaktree. Honeywell, Centerbridge and Oaktree are subject to the 1145 Rights Offering Procedures, except that (i) Honeywell, Centerbridge and Oaktree are not required to make payment of the Purchase Price by the Subscription Expiration Deadline, and (ii) any subscription for 1145 Offered Shares indicated on a Subscription Form submitted by Honeywell, Centerbridge or Oaktree by the Subscription Expiration Deadline in accordance with these 1145 Rights Offering Procedures is conditional upon payment for such 1145 Offered Shares being made 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 the Restructuring Term Sheet attached to the Plan Support Agreement.

**The rights and obligations of the Equity Backstop Parties in the 1145 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 1145 Rights Offering Procedures or any Subscription Form, the Equity Backstop Commitment Agreement controls.**

No interest is payable on any advanced funding of the Purchase Price. If the 1145 Rights Offering is terminated for any reason, the aggregate Purchase Price previously received by the Subscription Agent will be returned to 1145 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 1145 Rights Offering, an 1145 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 1145 Eligible Holder does not complete all of the steps outlined below by the Subscription Expiration Deadline, such 1145 Eligible Holder shall be deemed to have forever and irrevocably relinquished and waived its right to participate in the 1145 Rights Offering; *provided* that the Equity Backstop Parties, Honeywell, Centerbridge and Oaktree (in their capacities as 1145 Eligible Holders) are not required to submit funds in respect of the exercise of their 1145 Subscription Rights until the Funding Date in accordance with the terms of the Equity Backstop Commitment Agreement and the Plan Support Agreement.**

**1. 1145 Rights Offering**

1145 Eligible Holders have the right, but not the obligation, to participate in the 1145 Rights Offering; *provided, however*, that 1145 Eligible Holders that are Equity Backstop Parties must exercise their 1145 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, the Plan Support Agreement and these 1145 Rights Offering Procedures, each 1145 Eligible Holder is entitled to subscribe for up to a total number of 1145 Offered Shares (the “1145 Offered Share Number”) equal to the number of shares of Existing Common Stock held by such 1145 Eligible Holder on the Record Date.

The purchase price to be paid by an 1145 Eligible Holder for 1145 Offered Shares (the “Purchase Price”) shall be the amount equal to the product of (x) the Per Share Price of \$5.25 per share multiplied by the total number of 1145 Offered Shares which such 1145 Eligible Holder elects to subscribe for pursuant to these 1145 Rights Offering Procedures.

There will be no over-subscription privilege in the 1145 Rights Offering. Any 1145 Offered Shares that are not purchased by 1145 Eligible Holders (the “Unsubscribed Shares”) will not be offered to other 1145 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 1145 Offered Shares issued to the 1145 Eligible Holders participating in the 1145 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 beneficial owner 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 1145 RIGHTS OFFERING PROCEDURES (AND THE EQUITY BACKSTOP COMMITMENT AGREEMENT IN THE CASE OF ANY EQUITY BACKSTOP PARTY AND THE PLAN SUPPORT AGREEMENT IN THE CASE OF HONEYWELL, CENTERBRIDGE AND OAKTREE), ALL SUBSCRIPTIONS SET FORTH IN THE SUBSCRIPTION FORM ARE IRREVOCABLE.**

## **2. Subscription Period**

The 1145 Rights Offering will commence and the 1145 Subscription Rights will be allocated on the Subscription Commencement Date and will expire at the Subscription Expiration Deadline. Each 1145 Eligible Holder intending to purchase 1145 Offered Shares in the 1145 Rights Offering must affirmatively elect to exercise its 1145 Subscription Rights in the manner set forth in the Subscription Form by the Subscription Expiration Deadline and must pay for any exercised 1145 Subscription Rights by the applicable deadline.

Any exercise (including payment, except in the case of the Equity Backstop Parties, Honeywell, Centerbridge or Oaktree) of the 1145 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, Honeywell, Centerbridge or Oaktree) 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 1145 Eligible Holder to acquire shares in the 1145 Rights Offering, (i) a Subscription Form (including an accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) completed by such 1145 Eligible Holder must be received by the Subscription Agent and (ii) if it is not an Equity Backstop Party, Honeywell, Centerbridge or Oaktree, the Purchase Price for its 1145 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, Honeywell, Centerbridge and Oaktree are not required to pay the Purchase Price by the Subscription Expiration Deadline, to subscribe for 1145 Offered Shares a completed Subscription Form with respect to such Equity Backstop Party, Honeywell, Centerbridge or Oaktree (which appropriately identifies such 1145 Eligible Holder as an Equity Backstop Party, Honeywell, Centerbridge or Oaktree) must be delivered to the Subscription Agent, or provided to the applicable Nominee for delivery to the Subscription Agent, no later than the Subscription Expiration Deadline.

### **3. Delivery of Subscription Documents**

Each 1145 Eligible Holder may exercise all or any portion of such 1145 Eligible Holder's 1145 Subscription Rights, subject to the terms and conditions contained herein. In order to facilitate the exercise of the 1145 Subscription Rights, beginning on the Subscription Commencement Date, the applicable Subscription Form and these 1145 Rights Offering Procedures will be sent to 1145 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 1145 Offered Shares.

Notwithstanding anything to the contrary in these 1145 Rights Offering Procedures, 1145 Eligible Holders that are Equity Backstop Parties will exercise their 1145 Subscription Rights pursuant to the Equity Backstop Commitment Agreement and Honeywell, Centerbridge and Oaktree will exercise their 1145 Subscription Rights pursuant to the Plan Support 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 1145 Offered Shares elected to be subscribed for by 1145 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 1145 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.

**1145 Eligible Holders intending to participate in both the 1145 Rights Offering and the Accredited Investor Rights Offering should submit only one Subscription Form.**

**4. Exercise of 1145 Subscription Rights**

In order to validly exercise its 1145 Subscription Rights, an 1145 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 1145 Rights Offering Procedures, and (ii) deliver its executed Subscription Form to the Subscription Agent or, if applicable, to coordinate with its Nominee to deliver instructions to the Subscription Agent, in each case such that the applicable Subscription Forms are received by the Subscription Agent no later than the Subscription Expiration Deadline; and
- as to the Purchase Price,
  - if the 1145 Eligible Holder is not an Equity Backstop Party, Honeywell, Centerbridge or Oaktree, pay or coordinate with its Nominee to deliver payment of the Purchase Price no later than the Subscription Expiration Deadline for the 1145 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;
  - if the 1145 Eligible 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; and
  - if the 1145 Eligible Holder is Honeywell, Centerbridge or Oaktree, make payment of the Purchase Price to the Funding Account by the Funding Date in accordance with the Plan Support 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. **1145 Eligible Holders intending to participate in both the 1145 Rights Offering and the Accredited Investor Rights Offering should submit only one Subscription Form.**

1145 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 applicable Subscription Forms 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, Honeywell, Centerbridge and Oaktree, 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 1145 Eligible Holder (other than an Equity Backstop Party, Honeywell, Centerbridge or Oaktree) do not correspond to the Purchase Price payable for the 1145 Offered Shares elected to be purchased by such 1145 Eligible Holder, the number of the 1145 Offered Shares deemed to be purchased by such 1145 Eligible Holder will be the lesser of (a) the number of the 1145 Offered Shares elected to be purchased by such 1145 Eligible Holder as evidenced by the relevant Subscription Form and (b) a number of the 1145 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 1145 Eligible Holder's 1145 Offered Share Number, rounded down to the nearest whole share.

The cash paid to the Subscription Agent in accordance with these 1145 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 1145 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 1145 Subscription Rights will not be detachable or transferable separately from the 1145 Eligible Shares, other than, in accordance with the Equity Backstop Commitment Agreement, the 1145 Subscription Rights held by the Equity Backstop Parties and, in accordance with the Plan Support Agreement, the 1145 Subscription Rights held by Honeywell, Centerbridge and Oaktree. Rather, such 1145 Subscription Rights will trade together with the underlying 1145 Eligible Shares and be evidenced by the underlying 1145 Eligible Shares, until the Subscription Expiration Deadline. If an 1145 Eligible Holder other than an Equity Backstop Party sells or transfers its 1145 Eligible Share after the Record Date and prior to the Subscription Expiration Deadline, the seller or transferor will not be eligible to receive or exercise 1145 Subscription Rights in respect of such 1145 Eligible Share.
- (b) The 1145 Subscription Rights will trade together as a unit and be evidenced by the corresponding 1145 Eligible Shares, subject to such limitations, if any, that would be applicable to the transferability of the underlying 1145 Eligible Shares

and except as otherwise contemplated by the Equity Backstop Commitment Agreement and with respect to 1145 Subscription Rights held by Honeywell, Centerbridge and Oaktree in accordance with the Plan Support Agreement.

- (c) Once an 1145 Eligible Holder has properly exercised its 1145 Subscription Rights, subject to the terms and conditions contained in these 1145 Rights Offering Procedures, the Equity Backstop Commitment Agreement (in the case of any Equity Backstop Party) and/or the Plan Support Agreement (in the case of Honeywell, Centerbridge or Oaktree), such exercise will be irrevocable unless the 1145 Rights Offering is terminated.

## **6. Termination/Return of Payment**

Unless the Effective Date has occurred, the 1145 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 1145 Rights Offering is terminated, any payments received pursuant to these 1145 Rights Offering Procedures will be returned, without interest, to the applicable 1145 Eligible Holder or relevant payee as soon as reasonably practicable.

## **7. Settlement of the 1145 Rights Offering and Distribution of the 1145 Offered Shares**

The settlement of the 1145 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 1145 Offered Shares will be issued to the 1145 Eligible Holders through direct registration on the books and records of New GMI's registrar and transfer agent. The 1145 Offered Shares will not be represented by a stock certificate.

## **8. Validity of Exercise of 1145 Subscription Rights**

All questions concerning the timeliness, viability, form and eligibility of any exercise of 1145 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 1145 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 1145 Subscription Rights.

**Before exercising any 1145 Subscription Rights, 1145 Eligible Holders should review the Disclosure Statement and the Plan for information relating to the Debtors and the risk factors to be considered.**



## **9. Modification of Procedures**

With the consent of the Requisite Consenting Parties, the Debtors reserve the right to modify these 1145 Rights Offering Procedures, or adopt additional procedures consistent with these 1145 Rights Offering Procedures to effectuate the 1145 Rights Offering and to issue the 1145 Offered Shares; *provided, however*, that the Debtors shall provide prompt written notice to each 1145 Eligible Holder of any material modification to these 1145 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 1145 Rights Offering and the issuance of the 1145 Offered Shares.

The Debtors reserve the right to request additional information from any participant in the 1145 Rights Offering to confirm that such participant is an 1145 Eligible Holder.

## **10. Inquiries and Transmittal of Documents; Subscription Agent**

The applicable Subscription Form (including the Rights Offering Instructions contained therein) should be carefully read and strictly followed by the 1145 Eligible Holders.

Questions relating to the 1145 Rights Offering should be directed to the Subscription Agent via email to [GarrettRO@kccllc.com](mailto:GarrettRO@kccllc.com) (please reference “Garret Motion Inc. 1145 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 1145 Rights Offering, and cannot provide any information beyond that included in these 1145 Rights Offering Procedures and the Subscription Forms. If applicable, an 1145 Eligible Holder must follow the directions of its Nominee with respect to providing instructions to it in connection with the 1145 Rights Offering.

The risk of non-delivery of any instructions, documents, and payments to any Nominee or to the Subscription Agent is on the 1145 Eligible Holder electing to exercise its 1145 Subscription Rights and not the Debtors, the Subscription Agent, or the Equity Backstop Parties.

## **11. Failure to Exercise 1145 Subscription Rights**

Unexercised 1145 Subscription Rights in respect of 1145 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 1145 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, with respect to a party which is not an Equity Backstop Party, Honeywell, Centerbridge or Oaktree, payment of the Purchase Price by the Subscription Expiration Deadline, such 1145 Eligible Holder shall be deemed to have irrevocably relinquished and waived its right to participate in the 1145 Rights Offering in respect of 1145 Offered Shares.

Any attempt to exercise Rights after the Subscription Expiration Deadline in respect of 1145 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 1145 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. 1145 Eligible Holders who hold their Existing Common Stock through a Nominee must ensure that their Nominee delivers the applicable Subscription Forms by the Subscription Expiration Deadline and must coordinate with their Nominee to make payment of the Purchase Price.**

**EXHIBIT H-2**

**Accredited Investor Rights Offering Procedures**

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

To Accredited Investor Eligible Holders and Nominees of Accredited Investor Eligible Holders:

On March 9, 2021, the Debtors filed the *Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [D.I. 993] (as may be amended, modified, or supplemented from time to time in accordance with the terms thereof, the "Plan"), and the *Disclosure Statement for the Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [D.I. 994] (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 on the Record Date (as defined below) that (i) does not exercise its Cash-Out Option and (ii) is an "accredited investor" within the meaning of Rule 501 under Regulation D of the Securities Act (each such Holder, an "Accredited Investor Eligible Holder") may acquire newly issued shares of Convertible Series A Preferred Stock in the Accredited Investor Rights Offering (the "Accredited Investor Offered Shares").

The Plan also provides for the Debtors to conduct, in parallel to the Accredited Investor Rights Offering, a separate rights offering to certain Holders of Existing Common Stock (the "1145 Rights Offering"). The 1145 Rights Offering is governed by separate rights offering procedures (the "1145 Offering Procedures"). Any Holder that intends to participate in the 1145 Rights Offering should consult the separate 1145 Rights Offering Procedures.

These Accredited Investor Rights Offering Procedures relate to the Accredited Investor Rights Offering for the Accredited Investor Offered Shares, which are being offered without registration under the Securities Act of 1933, as amended (the "Securities Act"), in reliance upon the registration exemption provided in Section 4(a)(2) of the Securities Act and Rule 506 thereunder. Any resales of such Accredited Investor Offered Shares will be required to be exempt from the registration requirements of Section 5 of the Securities Act pursuant to Rule 144 thereunder (including the time, volume and manner of sale limitations set forth therein, as applicable) or another available exemption from such registration. None of the Accredited Investor Subscription Rights (as defined below) to subscribe for the Accredited Investor Offered Shares in the Accredited Investor Rights Offering or the Accredited Investor Offered Shares purchased in connection with the exercise of such Accredited Investor Subscription Rights distributed pursuant to these Accredited Investor 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.

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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 Replacement Equity Backstop Commitment Agreement, dated as of March 9, 2021, as amended, by and among the Debtors (as defined therein) and the Equity Backstop Parties (as defined therein) (the "Equity Backstop Commitment Agreement").

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

- Unless otherwise agreed, Accredited Investor Eligible Holders shall have the right, but not the obligation, to participate in the Accredited Investor Rights Offering and subscribe for Accredited Investor Offered Shares (such right, the “Accredited Investor Subscription Rights”). If you exercise your Accredited Investor Subscription Rights, you will have to **PAY** for such exercise at the Per Share Price (as defined below). Accredited Investor Eligible Holders may exercise their Accredited Investor Subscription Rights by completing the applicable subscription form (each a “Subscription Form”). **Accredited Investor Eligible Holders intending to participate in both the 1145 Rights Offering and the Accredited Investor Rights Offering should submit only one 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’) Accredited Investor Subscription Rights, but need not transfer the Purchase Price (as defined below) until the Funding Date.
- Accredited Investor Eligible Holders are *not* required to exercise any of their Accredited Investor 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.
- Each Accredited Investor Eligible Holder intending to exercise Subscription Rights must certify, by completing the Investor Questionnaire set forth on Exhibit A to each of the Subscription Forms (the “Investor Questionnaire”), and must provide supporting documentation contemplated by the Investor Questionnaire to substantiate, that such Accredited Investor Eligible Holder is an “accredited investor” within the meaning of Rule 501 under Regulation D of the Securities Act. No person shall be entitled to participate in the Accredited Investor Rights Offering or to subscribe for or receive any Accredited Investor Offered Shares unless such person is an “accredited investor” within the meaning of Rule 501 under Regulation D of the Securities Act and completes and submits the Investor Questionnaire and provides the supporting documentation.
- **Any Accredited Investor Eligible Holder who has timely exercised its Cash-Out Option may not exercise its Accredited Investor Subscription Rights, and any Subscription Form submitted by such Accredited Investor Eligible Holder shall be deemed null and void and of no effect. Any consideration received from any Accredited Investor Eligible Holder that timely exercised its Cash-Out Option shall be promptly returned to such Eligible Holder.**

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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 Accredited Investor Rights Offering. Certain provisions of the Accredited Investor Rights Offering Procedures are separately applicable to these parties.

- Additional information regarding the Accredited Investor Rights Offering and the terms of the Accredited Investor Offered Shares is provided in this Disclosure Statement and in the Subscription Forms enclosed herewith. Accredited Investor Eligible Holders should carefully review the Disclosure Statement and the Subscription Forms in their entirety.

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

**Each Accredited Investor Offered Share is being distributed and issued by New GMI pursuant to the Accredited Investor Rights Offering without registration under the Securities Act in reliance generally upon the exemption from registration provided in Section 4(a)(2) of the Securities Act and Rule 506 thereunder. Any resales of such Accredited Investor Offered Shares will be required to be exempt from the registration requirements of Section 5 of the Securities Act pursuant to Rule 144 thereunder (including the time, volume and manner of sale limitations set forth therein, as applicable) or another available exemption from such registration. None of the Accredited Investor Subscription Rights to subscribe for the Accredited Investor Offered Shares in the Accredited Investor Rights Offering or the Accredited Investor Offered Shares purchased in connection with the exercise of such Accredited Investor Subscription Rights distributed pursuant to these Accredited Investor 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. All Accredited Investor Offered Shares subscribed for pursuant to the Accredited Investor Rights Offering will be “restricted securities” within the meaning of Rule 144 under the Securities Act, and accordingly, any Accredited Investor Eligible Holder who subscribes for Accredited Investor Offered Shares will be subject to restrictions under the Securities Act on its ability to resell such Accredited Investor Offered Shares. Resale restrictions are discussed in more detail in Article VIII of the Disclosure Statement, entitled “Securities Law Matters.”**

**The Accredited Investor Subscription Rights are not detachable or transferable separately from the Existing Common Stock held by Accredited Investor Eligible Holders (the “Accredited Investor Eligible Shares”), other than those held by the Equity Backstop Parties in accordance with the Equity Backstop Commitment Agreement or those held by Honeywell<sup>3</sup>, Centerbridge<sup>4</sup> or Oaktree<sup>5</sup> in accordance with the Plan Support Agreement.**

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<sup>3</sup> “Honeywell” means Honeywell International Inc., its Affiliates, and their respective officers, directors, professional advisors, consultants and related Persons.

<sup>4</sup> “Centerbridge” means Centerbridge Partners, L.P., acting solely in its capacity as an investment adviser on behalf of certain funds and accounts and wholly-owned entities of such funds and accounts.

**Rather, such Accredited Investor Subscription Rights will trade together with the underlying Accredited Investor Eligible Shares and be evidenced by the underlying Accredited Investor Eligible Shares, until the Subscription Expiration Deadline. Furthermore, the Accredited Investor Subscription Rights may only be exercised by Accredited Investor Eligible Holders, except as otherwise contemplated by the Equity Backstop Commitment Agreement. Accordingly, if an Accredited Investor Eligible Holder (other than an Equity Backstop Party, Honeywell, Centerbridge or Oaktree) sells or transfers its Eligible Share after the Record Date, the purchaser or transferee will not be eligible to receive or exercise Accredited Investor Subscription Rights in respect of such Eligible Share.**

**The exercise of the Accredited Investor Subscription Rights once made cannot be revoked unless the Accredited Investor 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 Accredited Investor Eligible Holder prior to making a decision to participate in the Accredited Investor Rights Offering. Copies of the Disclosure Statement are available on the Debtors' restructuring website at <http://www.kccllc.net/garrettmotion>.**

**The Accredited Investor 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.**

**The distribution or communication of these Accredited Investor Rights Offering Procedures and the issuance of the Accredited Investor 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 Accredited Investor Rights Offering Procedures in any jurisdiction where any action for that purpose may be required. Accordingly, these Accredited Investor Rights Offering Procedures may not be distributed or communicated, and the Accredited Investor 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**

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<sup>5</sup> “Oaktree” means Oaktree Capital Management, L.P., acting solely in its capacity as an investment adviser on behalf of certain funds and accounts and wholly-owned entities of such funds and accounts.

authorization therefor, except for any notice filings required under U.S. federal and applicable state securities laws.

Each of the Accredited Investor Offered Shares purchased in connection with the exercise of Accredited Investor Subscription Rights, and each book-entry position or certificate issued in exchange for or upon the transfer, sale or assignment of any such Accredited Investor Offered Shares, shall be deemed to contain or be stamped or otherwise imprinted with, as applicable, a legend in substantially the following form:

**“THE SECURITIES REPRESENTED BY THIS BOOK ENTRY WERE ORIGINALLY ISSUED ON [DATE OF ISSUANCE], 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 IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR AN AVAILABLE EXEMPTION FROM REGISTRATION THEREUNDER.”**



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

<b>Date</b>	<b>Calendar Date</b>	<b>Event</b>
Record Date	March 15, 2021	The date for the determination of the Holders of Existing Common Stock eligible to participate in the Accredited Investor Rights Offering.
Subscription Commencement Date	March 19, 2021	Commencement of the Accredited Investor Rights Offering and the first date on which Accredited Investor Eligible Holders are eligible to exercise Accredited Investor Subscription Rights.
Subscription Expiration Deadline	5:00 p.m. New York City time on April 16, 2021	<p>The deadline for Accredited Investor Eligible Holders to subscribe for Accredited Investor Offered Shares.</p> <p>An Accredited Investor Eligible Holder’s applicable Subscription Form (with accompanying supporting documentation substantiating that such Accredited Investor Eligible Holder is an “accredited investor” within the meaning of Rule 501 under Regulation D of the Securities Act, an Investor Questionnaire and a completed 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. Accredited Investor 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 transcribe the instructions onto a Master Subscription Form and submit it by the Subscription Expiration Deadline. Accredited Investor 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>Accredited Investor Eligible Holders who are not Equity Backstop Parties, Honeywell, Centerbridge or Oaktree must deliver the aggregate Purchase Price by the Subscription Expiration Deadline. Accredited Investor Eligible Holders that hold their Existing Common Stock through a Nominee</p>

Date	Calendar Date	Event
		<p>should coordinate payment of the Purchase Price through their Nominees.</p>
		<p>Accredited Investor Eligible Holders who are Equity Backstop Parties, Honeywell, Centerbridge or Oaktree are not required to pay their respective aggregate Purchase Price until the Funding Date in accordance with the terms of the Equity Backstop Commitment Agreement and the Plan Support Agreement.</p>

***The Accredited Investor Rights Offering***

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

*Per Share Price.* The purchase price per share of Accredited Investor Offered Shares in the Accredited Investor Rights Offering is \$5.25 per share (the “Per Share Price”).

***Allocation of Accredited Investor Offered Shares***

Pursuant to the Plan, each Accredited Investor Eligible Holder will have the right, but not the obligation, through the Accredited Investor Rights Offering to subscribe at the Per Share Price, for a number of Accredited Investor Offered Shares equal to 0.448951 *multiplied by* the number of shares of Existing Common Stock held by such Accredited Investor Eligible Holder on the Record Date, rounded down to the nearest whole share. As of the date of these Accredited Investor Rights Offering Procedures, there were 76,068,026 shares of Existing Common Stock issued and outstanding. The Existing Common Stock will be cancelled on the Effective Date of the Plan.

Accredited Investor Eligible Holders (including Equity Backstop Parties, Honeywell, Centerbridge and Oaktree) exercising Accredited Investor 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 Accredited Investor 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 Accredited Investor Eligible Holder is authorizing its Nominee to exercise the Accredited Investor Subscription Rights associated with the shares of Existing Common Stock as to which the instruction pertains and corresponding to the elections evidenced on such Accredited Investor Eligible Holder’s Subscription Form. If applicable, Accredited Investor Eligible Holders are urged to consult with their Nominees to determine the necessary deadline to return their Subscription Forms to their Nominee. Accredited Investor Eligible Holders (including Equity Backstop Parties, Honeywell, Centerbridge and Oaktree) exercising Accredited Investor 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 Accredited Investor 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 Accredited Investor Eligible Holder's Accredited Investor 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 Accredited Investor Eligible Holder (except an Equity Backstop Party, Honeywell, Centerbridge and Oaktree) shall be entitled to participate in the Accredited Investor Rights Offering unless the aggregate Purchase Price for the Accredited Investor 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 Accredited Investor 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.

Special Note for Honeywell, Centerbridge and Oaktree. Honeywell, Centerbridge and Oaktree are subject to the Accredited Investor Rights Offering Procedures, except that (i) Honeywell, Centerbridge and Oaktree are not required to make payment of the Purchase Price by the Subscription Expiration Deadline, and (ii) any subscription for Accredited Investor Offered Shares indicated on a Subscription Form submitted by Honeywell, Centerbridge or Oaktree by the Subscription Expiration Deadline in accordance with these Accredited Investor Rights Offering Procedures is conditional upon payment for such Accredited Investor Offered Shares being made 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 the Restructuring Term Sheet attached to the Plan Support Agreement.

**The rights and obligations of the Equity Backstop Parties in the Accredited Investor 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 Accredited Investor Rights Offering Procedures or any Subscription Form, the Equity Backstop Commitment Agreement controls.**

No interest is payable on any advanced funding of the Purchase Price. If the Accredited Investor Rights Offering is terminated for any reason, the aggregate Purchase Price previously received by the Subscription Agent will be returned to Accredited Investor 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 Accredited Investor Rights Offering, an Accredited Investor 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 Accredited Investor Eligible Holder does not complete all of the steps outlined below by the Subscription Expiration Deadline, such Accredited Investor Eligible Holder shall be deemed to have forever and irrevocably relinquished and waived its right to participate in the Accredited Investor Rights Offering; *provided* that the Equity Backstop Parties, Honeywell, Centerbridge and Oaktree (in their capacities as Accredited Investor Eligible Holders) are not required to submit funds in respect of the exercise of their Accredited Investor Subscription Rights until the Funding Date in accordance with the terms of the Equity Backstop Commitment Agreement and the Plan Support Agreement.**

**1. Accredited Investor Rights Offering**

Accredited Investor Eligible Holders have the right, but not the obligation, to participate in the Accredited Investor Rights Offering; *provided, however*, that Accredited Investor Eligible Holders that are Equity Backstop Parties must exercise their Accredited Investor 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, the Plan Support Agreement and these Accredited Investor Rights Offering Procedures, each Accredited Investor Eligible Holder is entitled to subscribe for up to a total number of Accredited Investor Offered Shares equal to the product of (A) 0.448951 *multiplied by* (B) the number of shares of Existing Common Stock held by such Accredited Investor Eligible Holder on the Record Date, rounded down to the nearest whole share (the “Pro Rata Accredited Investor Offered Share Number”).

The purchase price to be paid by an Accredited Investor Eligible Holder for Accredited Investor Offered Shares (the “Purchase Price”) shall be the amount equal to the product of (x) the Per Share Price of \$5.25 per share multiplied by the total number of Accredited Investor Offered Shares which such Accredited Investor Eligible Holder elects to subscribe for pursuant to these Accredited Investor Rights Offering Procedures.

There will be no over-subscription privilege in the Accredited Investor Rights Offering. Any Accredited Investor Offered Shares that are not purchased by Accredited Investor Eligible Holders (the “Unsubscribed Shares”) will not be offered to other Accredited Investor 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.

Accredited Investor Offered Shares subscribed for pursuant to the Accredited Investor Rights Offering will be “restricted securities” within the meaning of Rule 144 under the Securities Act, and accordingly, Accredited Investor 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 Accredited Investor Eligible Holder intending to exercise Accredited Investor Subscription Rights will be required to agree that it will not offer, sell or otherwise transfer any Accredited Investor Offered Shares

other than pursuant to an effective registration statement under the Securities Act or an available exemption from registration thereunder.

**SUBJECT TO THE TERMS AND CONDITIONS OF THESE ACCREDITED INVESTOR RIGHTS OFFERING PROCEDURES (AND THE EQUITY BACKSTOP COMMITMENT AGREEMENT IN THE CASE OF ANY EQUITY BACKSTOP PARTY AND THE PLAN SUPPORT AGREEMENT IN THE CASE OF HONEYWELL, CENTERBRIDGE AND OAKTREE), ALL SUBSCRIPTIONS SET FORTH IN THE SUBSCRIPTION FORM ARE IRREVOCABLE.**

## **2. Subscription Period**

The Accredited Investor Rights Offering will commence and the Accredited Investor Subscription Rights will be allocated on the Subscription Commencement Date and will expire at the Subscription Expiration Deadline. Each Accredited Investor Eligible Holder intending to purchase Accredited Investor Offered Shares in the Accredited Investor Rights Offering must affirmatively elect to exercise its Accredited Investor Subscription Rights in the manner set forth in the Subscription Form by the Subscription Expiration Deadline and must pay for any exercised Accredited Investor Subscription Rights by the applicable deadline.

Any exercise (including payment, except in the case of the Equity Backstop Parties, Honeywell, Centerbridge or Oaktree) of the Accredited Investor 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, Honeywell, Centerbridge or Oaktree) 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 Accredited Investor Eligible Holder to acquire shares in the Accredited Investor Rights Offering, (i) a Subscription Form (including an accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, a completed Investor Questionnaire and required supporting documentation) completed by such Accredited Investor Eligible Holder must be received by the Subscription Agent and (ii) if it is not an Equity Backstop Party, Honeywell, Centerbridge or Oaktree, the Purchase Price for its Accredited Investor 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, Honeywell, Centerbridge and Oaktree are not required to pay the Purchase Price by the Subscription Expiration Deadline, to subscribe for Accredited Investor Offered Shares a completed Subscription Form with respect to such Equity Backstop Party, Honeywell, Centerbridge or Oaktree (which appropriately identifies such Accredited Investor Eligible Holder as an Equity Backstop Party, Honeywell, Centerbridge or Oaktree) must be delivered to the Subscription Agent, or provided to the applicable Nominee for delivery to the Subscription Agent, no later than the Subscription Expiration Deadline.

## **3. Delivery of Subscription Documents**

Each Accredited Investor Eligible Holder may exercise all or any portion of such Accredited Investor Eligible Holder's Accredited Investor Subscription Rights, subject to the terms and conditions contained herein. In order to facilitate the exercise of the Accredited Investor Subscription Rights, beginning on the Subscription Commencement Date, the applicable Subscription Form and these Accredited Investor Rights Offering Procedures will be sent to Accredited Investor 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 Accredited Investor Offered Shares.

Notwithstanding anything to the contrary in these Accredited Investor Rights Offering Procedures, Accredited Investor Eligible Holders that are Equity Backstop Parties will exercise their Accredited Investor Subscription Rights pursuant to the Equity Backstop Commitment Agreement and Honeywell, Centerbridge and Oaktree will exercise their Accredited Investor Subscription Rights pursuant to the Plan Support 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 Accredited Investor Offered Shares elected to be subscribed for by Accredited Investor 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 Accredited Investor 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.

**Accredited Investor Eligible Holders intending to participate in both the 1145 Rights Offering and the Accredited Investor Rights Offering should submit only one Subscription Form.**

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

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

- (i) duly complete and execute a Subscription Form (including supporting documentation to substantiate that such Accredited Investor Eligible Holder is an "accredited investor" within the meaning of Rule 501 under Regulation D of the Securities Act, the Investor Questionnaire and an accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) in accordance with these Accredited Investor 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 applicable Subscription Forms are received by the Subscription Agent no later than the Subscription Expiration Deadline; and

- as to the Purchase Price,
  - if the Accredited Investor Eligible Holder is not an Equity Backstop Party, Honeywell, Centerbridge or Oaktree, pay or coordinate with its Nominee to deliver payment of the Purchase Price no later than the Subscription Expiration Deadline for the Accredited Investor 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;
  - if the Accredited Investor Eligible 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; and
  - if the Accredited Investor Eligible Holder is Honeywell, Centerbridge or Oaktree, make payment of the Purchase Price to the Funding Account by the Funding Date in accordance with the Plan Support 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 applicable Subscription Forms must actually be received by the Subscription Agent no later than the Subscription Expiration Deadline. **Accredited Investor Eligible Holders intending to participate in both the 1145 Rights Offering and the Accredited Investor Rights Offering should submit only one Subscription Form.**

Accredited Investor 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 applicable Subscription Forms 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, Honeywell, Centerbridge and Oaktree, 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 Accredited Investor Eligible Holder (other than an Equity Backstop Party, Honeywell, Centerbridge or Oaktree) do not correspond to the Purchase Price payable for the Accredited Investor Offered Shares elected to be purchased by such Accredited Investor Eligible Holder, the number of the Accredited Investor Offered Shares deemed to be purchased by such Accredited Investor Eligible Holder will be the lesser of (a) the number of the Accredited Investor Offered Shares elected to be purchased by such Accredited Investor Eligible Holder as evidenced by the relevant

Subscription Form and (b) a number of the Accredited Investor 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 Accredited Investor Eligible Holder's Pro Rata Accredited Investor Offered Share Number, rounded down to the nearest whole share.

The cash paid to the Subscription Agent in accordance with these Accredited Investor 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 Accredited Investor 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 Accredited Investor Subscription Rights will not be detachable or transferable separately from the Accredited Investor Eligible Shares, other than, in accordance with the Equity Backstop Commitment Agreement, the Accredited Investor Subscription Rights held by the Equity Backstop Parties and, in accordance with the Plan Support Agreement, the Accredited Investor Subscription Rights held by Honeywell, Centerbridge and Oaktree. Rather, such Accredited Investor Subscription Rights will trade together with the underlying Accredited Investor Eligible Shares and be evidenced by the underlying Accredited Investor Eligible Shares, until the Subscription Expiration Deadline. If an Accredited Investor Eligible Holder other than an Equity Backstop Party sells or transfers its Accredited Investor Eligible Share after the Record Date and prior to the Subscription Expiration Deadline, the seller or transferor will not be eligible to receive or exercise Accredited Investor Subscription Rights in respect of such Accredited Investor Eligible Share.
- (b) The Accredited Investor Subscription Rights will trade together as a unit and be evidenced by the corresponding Accredited Investor Eligible Shares, subject to such limitations, if any, that would be applicable to the transferability of the underlying Accredited Investor Eligible Shares and except as otherwise contemplated by the Equity Backstop Commitment Agreement and with respect to the Accredited Investor Subscription Rights held by Honeywell, Centerbridge and Oaktree, the Plan Support Agreement.
- (c) Once an Accredited Investor Eligible Holder has properly exercised its Accredited Investor Subscription Rights, subject to the terms and conditions contained in these Accredited Investor Rights Offering Procedures and the Equity Backstop Commitment Agreement (in the case of any Equity Backstop Party) and/or the Plan Support Agreement (in the case of Honeywell, Centerbridge or Oaktree), such exercise will be irrevocable unless the Accredited Investor Rights Offering is terminated.



## **6. Termination/Return of Payment**

Unless the Effective Date has occurred, the Accredited Investor 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 Accredited Investor Rights Offering is terminated, any payments received pursuant to these Accredited Investor Rights Offering Procedures will be returned, without interest, to the applicable Accredited Investor Eligible Holder or relevant payee as soon as reasonably practicable.

## **7. Settlement of the Accredited Investor Rights Offering and Distribution of the Accredited Investor Offered Shares**

The settlement of the Accredited Investor 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 Accredited Investor Offered Shares will be issued to the Accredited Investor Eligible Holders through direct registration on the books and records of New GMI's registrar and transfer agent. The Accredited Investor Offered Shares will not be represented by a stock certificate.

## **8. Fractional Shares**

No fractional Accredited Investor Offered Shares will be issued in the Accredited Investor Rights Offering. The Accredited Investor Eligible Holder's Pro Rata Accredited Investor 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 Accredited Investor Subscription Rights**

All questions concerning the timeliness, viability, form and eligibility of any exercise of Accredited Investor 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 Accredited Investor 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 Accredited Investor Subscription Rights.

**Before exercising any Accredited Investor Subscription Rights, Accredited Investor 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 Accredited Investor Rights Offering Procedures, or adopt additional procedures consistent with these Accredited Investor Rights Offering Procedures to effectuate the Accredited Investor Rights Offering and to issue the Accredited Investor Offered Shares; *provided, however*, that the Debtors shall provide prompt written notice to each Accredited Investor Eligible Holder of any material modification to these Accredited Investor 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 Accredited Investor Rights Offering and the issuance of the Accredited Investor Offered Shares.

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

## **11. Inquiries and Transmittal of Documents; Subscription Agent**

The applicable Subscription Form (including the Rights Offering Instructions contained therein) should be carefully read and strictly followed by the Accredited Investor Eligible Holders.

Questions relating to the Accredited Investor Rights Offering should be directed to the Subscription Agent via email to GarrettRO@kccllc.com (please reference “Garret Motion Inc. Accredited Investor 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 Accredited Investor Rights Offering, and cannot provide any information beyond that included in these Accredited Investor Rights Offering Procedures and the Subscription Forms. If applicable, an Accredited Investor Eligible Holder must follow the directions of its Nominee with respect to providing instructions to it in connection with the Accredited Investor Rights Offering.

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

## **12. Failure to Exercise Accredited Investor Subscription Rights**

Unexercised Accredited Investor Subscription Rights in respect of Accredited Investor 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 Accredited Investor Eligible Holder a duly completed and executed applicable Subscription Form (with accompanying supporting documentation substantiating that such Eligible Holder is an “accredited investor” within the meaning of Rule 501 under Regulation D of the Securities Act, an Investor Questionnaires and a completed IRS Form W-9 or appropriate

IRS Form W-8, as applicable), and, with respect to a party which is not an Equity Backstop Party, Honeywell, Centerbridge or Oaktree, payment of the Purchase Price by the Subscription Expiration Deadline, such Accredited Investor Eligible Holder shall be deemed to have irrevocably relinquished and waived its right to participate in the Accredited Investor Rights Offering in respect of Accredited Investor Offered Shares.

Any attempt to exercise Rights after the Subscription Expiration Deadline in respect of Accredited Investor 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 Accredited Investor 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. Accredited Investor 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 1145 RIGHTS OFFERING AND  
ACCREDITED INVESTOR RIGHTS OFFERING**

**IN CONNECTION WITH THE DEBTORS'  
DISCLOSURE STATEMENT DATED  
MARCH 9, 2021**

**For use by brokers, banks, commercial banks, transfer agents, trust companies, dealers, or other agents or nominees for 1145 Eligible Holders and Accredited Investor Eligible Holders (collectively, "Eligible Holders").**

**The Subscription Expiration Deadline is 5:00 p.m. New York City time on April 16, 2021.**

**Please note that your Master Subscription Form (with copies of the Subscription Forms ONLY for those Eligible Holders exercising Accredited Investor Subscription Rights pursuant to the Accredited Investor Rights Offering with a completed IRS Form W-9 or appropriate IRS Form W-8, as applicable and accompanying supporting documentation substantiating that such Accredited Investor Eligible Holder is an "accredited investor" within the meaning of Rule 501 under Regulation D of the U.S. Securities Act and a completed Investor Questionnaire) ("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, Honeywell, Centerbridge or Oaktree) to the Subscription Agent, at or prior to the Subscription Expiration Deadline. Otherwise, the subscription represented by the Subscription Forms will not be recognized, and you will be deemed forever to have relinquished and waived your right to participate in the 1145 Rights Offering and the Accredited Investor Rights Offering with respect to shares of Existing Common Stock held by such Eligible Holders.**

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

**Please consult the Plan, the Disclosure Statement, the 1145 Rights Offering Procedures and, if applicable, the Accredited Investor 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, the 1145 Rights Offering Procedures or the Accredited Investor Rights Offering Procedures.**

**If you have any questions, please contact the Subscription Agent via email at [GarrettRO@kccllc.com](mailto:GarrettRO@kccllc.com) (with a reference to "Garrett Motion Inc. 1145 Rights Offering" in the subject line), or at the following applicable phone number: 877-499-4509 (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 owners of the shares of Existing Common Stock listed in Item 2 below, and is the registered holder of such shares of Existing Common Stock, 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 shares of Existing Common Stock listed in Item 2 below.

**Item 2A. Beneficial Holder Information – 1145 Rights Offering.**

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 owners of shares of Existing Common Stock, as identified by their respective account numbers, that have delivered duly completed Subscription Forms to the undersigned.

**(Please complete the information requested below. Attach additional sheets if necessary)**

Customer Account Number for each Beneficial Holder	Number of shares of Existing Common Stock	Number of 1145 Offered Shares Subscribed For	Purchase Price for 1145 Offered Shares	Backstop Party Representation	Honeywell, Centerbridge or Oaktree Representation
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
TOTALS					

**Item 2B. Beneficial Holder Information – Accredited Investor Rights Offering.**

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 owners of the shares of Existing Common Stock, as identified by their respective account numbers, that (1) have delivered duly completed Subscription Forms to the undersigned, which forms are attached hereto and (2) have indicated that they intend to exercise Accredited Investor Subscription Rights.

**(Please complete the information requested below. Attach additional sheets if necessary)**

Customer Account Number for each Beneficial Holder	Number of shares of Existing Common Stock	Pro Rata Accredited Investor Offered Share Number	Number of Accredited Investor Offered Shares Subscribed For	Purchase Price for Accredited Investor Offered Shares	Backstop Party Representation	Honeywell, Centerbridge or Oaktree Representation
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 1145 Subscription Rights and Accredited Investor 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 Subscription Forms solely from Eligible Holders exercising Accredited Investor Subscription Rights, and accompanying IRS Form W-9, IRS Form W-8, supporting documentation substantiating that an Accredited Investor Eligible Holder is an “accredited investor” within the meaning of Rule 501 under Regulation D of the Securities Act, Investor Questionnaires, 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: GarrettRO@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 AND ACCOMPANYING DOCUMENTS ONLY FROM ELIGIBLE HOLDERS WHO ARE EXERCISING ACCREDITED INVESTOR SUBSCRIPTION RIGHTS, ARE VALIDLY SUBMITTED ALONG WITH THE PURCHASE PRICE (SOLELY WITH RESPECT TO ELIGIBLE HOLDERS THAT ARE NOT EQUITY BACKSTOP PARTIES, HONEYWELL, CETERBRIDGE OR OAKTREE) TO THE SUBSCRIPTION AGENT ON OR PRIOR TO THE SUBSCRIPTION EXPIRATION DEADLINE.**

**Item 4. Wire Information In Case Refund is Necessary.**

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

**Item 5. Additional Certification.**

The undersigned certifies that for each beneficial owner whose exercise of rights is being transmitted by this Master Subscription Form (i) it is the authorized signatory of such beneficial owner of the amount of Existing Common Stock under Item 1 of the Subscription Form, (ii) if the beneficial owner is exercising Accredited Investor Subscription Rights, such beneficial owner is entitled to participate in the Accredited Investor Rights Offering and is an "accredited investor" within the meaning of Rule 501 under Regulation D of the Securities Act, (iii) the beneficial owner has been provided with a copy of the Plan, the 1145 Rights Offering Procedures, the Accredited Investor 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 owner.

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 1145 RIGHTS OFFERING AND  
ACCREDITED INVESTOR RIGHTS OFFERING**

**(FOR EXISTING COMMON STOCK 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 April 16, 2021.**

**This Subscription Form is being provided to you with respect to the Existing Common Stock you hold on the books and records of the GMI's registrar and transfer agent only. If you also hold Existing Common Stock through a Nominee, you should complete a separate Subscription Form with respect to such Existing Common Stock and must submit such Subscription Form with respect to such 1145 Subscription Rights and/or Accredited Investor Subscription Rights.**

**Please note that your Subscription Form (with a completed IRS Form W-9 or appropriate IRS Form W-8, as applicable and, if you are exercising Accredited Investor Subscription Rights pursuant to the Accredited Investor Rights Offering, accompanying supporting documentation substantiating that you are an "accredited investor" within the meaning of Rule 501 under Regulation D of the Securities Act and a completed Investor Questionnaire) 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, Honeywell, Centerbridge or Oaktree) 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 1145 Rights Offering and/or the Accredited Investor Rights Offering, as applicable.**

**Eligible Holders who are not Equity Backstop Parties, Honeywell, Centerbridge or Oaktree 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, Honeywell, Centerbridge or Oaktree must provide the Subscription Form (which shall contain the appropriate identification in Item 5) 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, Honeywell, Centerbridge or Oaktree 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 or the Plan Support Agreement, as applicable.**

**No person shall be entitled to participate in the Accredited Investor Rights Offering or to subscribe for or receive any Accredited Investor Offered Shares unless such person is an “accredited investor” within the meaning of Rule 501 under Regulation D of the Securities Act and completes and submits with its Subscription Form the Investor Questionnaire (along with the documentation contemplated by the Investor Questionnaire to substantiate that such person is an “accredited investor” within the meaning of Rule 501 of the Securities Act).**

**The Accredited Investor Offered Shares are being distributed and issued by New GMI pursuant to the Accredited Investor Rights Offering without registration under the Securities Act in reliance upon the exemption provided in Section 4(a)(2) of the Securities Act and Rule 506 thereunder. None of the Accredited Investor Subscription Rights or Accredited Investor Offering Shares purchased in connection with the exercise of such Accredited Investor Subscription Rights distributed pursuant to the Accredited Investor Rights Offering Procedures have been or will be registered under the Securities Act at the Subscription Expiration Deadline, nor under any national, state or local law requiring registration for offer and sale of a security.**

**All Accredited Investor Offered Shares subscribed for pursuant to the Accredited Investor Rights Offering will be “restricted securities” within the meaning of Rule 144 under the Securities Act, and accordingly, any person who subscribes for Accredited Investor Offered Shares will be subject to restrictions under the Securities Act on its ability to resell such Accredited Investor Offered Shares. Each person exercising Accredited Investor Subscription Rights hereunder agrees that it will not offer, sell or otherwise transfer any Accredited Investor Offered Shares other than pursuant to an effective registration statement under the Securities Act or an available exemption from registration thereunder.**

**The 1145 Offered Shares are being distributed and issued by New GMI pursuant to the 1145 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 1145 Subscription Rights to subscribe for the 1145 Offered Shares in the 1145 Rights Offering or the 1145 Offered Shares purchased in connection with the exercise of such 1145 Subscription Rights distributed pursuant to the 1145 Rights Offering Procedures have been or will be registered under the Securities Act at the Subscription Expiration Deadline, nor under any national, state or local law requiring registration for offer and sale of a security.**

**Any 1145 Eligible Holder that subscribes for 1145 Offered Shares pursuant to the 1145 Rights Offering and that 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, the 1145 Rights Offering Procedures and, if applicable, the Accredited Investor 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, the 1145 Rights Offering Procedures or the Accredited Investor Rights Offering Procedures.**

**PLEASE BE ADVISED THAT ANY ERROR IN THE INFORMATION PROVIDED ON YOUR SUBSCRIPTION FORM OR WITH RESPECT TO PAYMENT OF THE PURCHASE PRICE WHICH IS NOT CORRECTED PRIOR TO THE SUBSCRIPTION EXPIRATION DEADLINE MAY RESULT IN FORFEITURE OF SUBSCRIPTION RIGHTS.**

**Any Eligible Holder who has timely exercised its Cash-Out Option may not exercise its Subscription Rights, and any Subscription Form submitted by such Eligible Holder shall be deemed null and void and of no effect. Any consideration received from any Eligible Holder that timely exercised its Cash-Out Option shall be promptly returned to such Holder.**

**If you have any questions, you are encouraged to please contact the Subscription Agent prior to the Subscription Expiration Deadline via email at [GarrettRO@kccllc.com](mailto:GarrettRO@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 1145 RIGHTS OFFERING PROCEDURES AND ACCREDITED INVESTOR RIGHTS OFFERING PROCEDURES (AND THE EQUITY BACKSTOP COMMITMENT AGREEMENT IN THE CASE OF ANY EQUITY BACKSTOP PARTY AND THE PLAN SUPPORT AGREEMENT IN THE CASE OF HONEYWELL, CENTERBRIDGE OR OAKTREE), ALL SUBSCRIPTIONS SET FORTH IN THIS SUBSCRIPTION FORM ARE IRREVOCABLE.**

### **Rights Offering Instructions**

**To elect to participate in the 1145 Rights Offering or the Accredited Investor Rights Offering and to receive 1145 Offered Shares or Accredited Investor Offered Shares (collectively, “Offered Shares”), you must follow the instructions set out below. Holders intending to participate in both the 1145 Rights Offering and the Accredited Investor Rights Offering should submit only one Subscription Form.**

1. **Insert** in Item 1 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. **Insert** in Item 2 of your Subscription Form the number of 1145 Offered Shares which you wish to subscribe for pursuant to the 1145 Rights Offering, which must be a whole number less than or equal to the number of shares of Existing Common Stock held by you.
3. If you are an Accredited Investor Eligible Holder and you intend to participate in the Accredited Investor Rights Offering:
  - a. **Complete** the calculation in Item 3a of your Subscription Form, which calculates the Pro Rata Accredited Investor Offered Share Number, which is the number of Accredited Investor Offered Shares which you are entitled to subscribe for pursuant to the Accredited Investor Rights Offering. Such amount must be rounded down to the nearest whole share.
  - b. **Insert** in Item 3b of your Subscription Form the number of Accredited Investor Offered Shares which you wish to subscribe for pursuant to the Accredited Investor Rights Offering, which must be a whole number less than or equal to the Pro Rata Accredited Investor Offered Share Number.

**You are not entitled to participate in the Accredited Investor Rights Offering or to subscribe for or receive any Accredited Investor Offered Shares unless you are an “accredited investor” within the meaning of Rule 501 under Regulation D of the Securities Act and you complete and submit with your Subscription Form the Investor Questionnaire (along with the documentation contemplated by the Investor Questionnaire to substantiate that you are an “accredited investor” within the meaning of Rule 501 of the Securities Act).**

4. **Complete** the calculations in Items 4a and 4b of your Subscription Form to determine the aggregate Purchase Price for the Offered Shares you are electing to subscribe for.
5. **Confirm** whether you are an Equity Backstop Party, Honeywell, Centerbridge or Oaktree pursuant to the representation in Item 5 of your Subscription Form.

6. **Read** Item 6 of your Subscription Form.
7. **Read, complete and sign** the certification in Item 7 of your Subscription Form. Such execution shall indicate your acceptance and approval of the terms and conditions set forth in the 1145 Rights Offering Procedures and, if applicable, the Accredited Investor Offering Procedures.
8. **Complete** Item 8 of your Subscription Form.
9. **Provide registration information** in Item 9 to indicate the beneficial owner'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.
10. **Read, complete and sign** an IRS Form W-9 if you are a U.S. person. If you are a non-U.S. person, read, complete and sign an appropriate IRS Form W-8. These forms may be obtained from the IRS at its website: [www.irs.gov](http://www.irs.gov).
11. If you are an Accredited Investor Eligible Holder subscribing for Accredited Investor Offered Shares:
  - a. **Read, complete and sign** the Investor Questionnaire attached as Exhibit A to the Subscription Form.
  - b. **Provide** the documentation contemplated by the Investor Questionnaire to substantiate that you are an "accredited investor" within the meaning of Rule 501 of the Securities Act.
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: [GarrettRO@kccllc.com](mailto:GarrettRO@kccllc.com)

13. **Arrange for full payment** of the aggregate Purchase Price by wire transfer of immediately available funds, calculated in accordance with Item 4 of your Subscription Form.

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

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

**PLEASE BE ADVISED THAT ANY ERROR IN THE INFORMATION PROVIDED ON YOUR SUBSCRIPTION FORM OR WITH RESPECT TO PAYMENT OF THE PURCHASE PRICE WHICH IS NOT CORRECTED PRIOR TO THE SUBSCRIPTION EXPIRATION DEADLINE MAY RESULT IN FORFEITURE OF SUBSCRIPTION RIGHTS.**

**Any Eligible Holder who has timely exercised its Cash-Out Option may not exercise its Subscription Rights, and any Subscription Form submitted by such Eligible Holder shall be deemed null and void and of no effect. Any consideration received from any Eligible Holder that timely exercised its Cash-Out Option shall be promptly returned to such Holder.**

**If you have any questions, you are encouraged to please contact the Subscription Agent prior to the Subscription Expiration Deadline via email at [GarrettRO@kccllc.com](mailto:GarrettRO@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).**

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 April 16, 2021.**

***Exercise of Subscription Rights.*** In order to participate in the 1145 Rights Offering and the Accredited Investor 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 1145 Subscription Rights and/or your Accredited Investor Subscription Rights, you will be deemed forever to have relinquished and waived your right to participate in the 1145 Rights Offering and/or the Accredited Investor Rights Offering.

**1145 Eligible Holders and Accredited Investor Eligible Holders that are Equity Backstop Parties, Honeywell, Centerbridge or Oaktree must deliver the appropriate funding to the Funding Account by the Funding Date in accordance with the Equity Backstop Commitment Agreement or the Plan Support Agreement, as applicable.**

To subscribe, complete Items 1 through 9 below.

**Item 1. Number of shares of Existing Common Stock.**

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 2. 1145 Subscription Rights - Number of 1145 Offered Shares Subscribed For.** The undersigned hereby elects to purchase a number of 1145 Offered Shares equal to \_\_\_\_\_. This number must be a whole number which is **less than or equal to the number of shares of Existing Common Stock held as of the Record Date** from Item 1 above).

**Item 3. Accredited Investor Subscription Rights.**

*Important Note: You are not entitled to participate in the Accredited Investor Rights Offering or to subscribe for or receive any Accredited Investor Offered Shares unless you are an "accredited investor" within the meaning of Rule 501 under Regulation D of the Securities Act and you complete and submit with your Subscription Form and the Investor Questionnaire (along with*





I am Honeywell, Centerbridge or Oaktree.

**Item 6. Payment Instructions and Share Delivery Information.**

If you did not check the box in Item 5 above, payment of the Purchase Price calculated pursuant to Item 4b 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 submission. In addition, please also note that payments cannot be aggregated, and one wire should be sent per Subscription Form submission.

If you are not an Equity Backstop Party, Honeywell, Centerbridge or Oaktree and did check the box in Item 5, you must pay the Purchase Price, by wire transfer ONLY of immediately available funds, to the Funding Account pursuant to the Equity Backstop Commitment Agreement or the Plan Support Agreement, as applicable, 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: 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.**

**PLEASE BE ADVISED THAT ANY ERROR IN THE INFORMATION PROVIDED ON YOUR SUBSCRIPTION FORM OR WITH RESPECT TO PAYMENT OF THE PURCHASE PRICE WHICH IS NOT CORRECTED PRIOR TO THE SUBSCRIPTION EXPIRATION DEADLINE MAY RESULT IN FORFEITURE OF SUBSCRIPTION RIGHTS.**

If you have any questions, you are encouraged to please contact the Subscription Agent prior to the Subscription Expiration Deadline via email at [GarrettRO@kccllc.com](mailto:GarrettRO@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).

**Item 7. Certification.**

The undersigned hereby certifies that (i) the undersigned is the beneficial owner of the shares of Existing Common Stock indicated in Item 1a 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 included herein), (iii) the undersigned, or such beneficial owner, has received a copy of the Plan, the Disclosure Statement, the 1145 Rights Offering Procedures and the Accredited Investor Rights Offering Procedures, (iv) if the beneficial owner is exercising Accredited Investor Subscription Rights, the beneficial owner is an “accredited investor” within the meaning of Rule 501 under Regulation D of the Securities Act and (v) the undersigned, or such beneficial owner, understands that the exercise of the rights under the 1145 Rights Offering and, if applicable, the Accredited Investor Rights Offering is subject to all the terms and conditions set forth in the Plan, the 1145 Rights Offering Procedures, if applicable, the Accredited Investor Rights Offering Procedures and, if applicable, the Equity Backstop Commitment Agreement.

The undersigned recognizes and understands that the 1145 Offered Shares issued to participants in the 1145 Rights Offering are being offered without registration under the Securities Act in reliance on 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 beneficial owner is an “underwriter” with respect to such securities, as that term is defined in section 1145(b) of the Bankruptcy Code.

The undersigned recognizes and understands that the Accredited Investor Offered Shares issued to participants in the Accredited Investor Rights Offering are being offered without registration under the Securities Act in reliance upon the exemption provided in Section 4(a)(2) of the Securities Act and Rule 506 thereunder, and that all Accredited Investor Offered Shares subscribed for pursuant to the Accredited Investor Rights Offering will be “restricted securities” within the meaning of Rule 144 under the Securities Act, and accordingly, any person who subscribes for Accredited Investor Offered Shares will be subject to restrictions under the Securities Act on its ability to resell such Accredited Investor Offered Shares. The beneficial owner agrees that it will not offer, sell or otherwise transfer any Accredited Investor Offered Shares other than pursuant to an effective registration statement under the Securities Act or an available exemption from registration thereunder.

**The beneficial owner (or the Authorized Signatory on behalf of such beneficial owner) acknowledges that, by executing this Subscription Form, the beneficial owner named below (x) has elected to subscribe for Offered Shares for the Purchase Price designated in Item 4b above and will be bound to pay such Purchase Price for the Offered Shares it has subscribed for and that it may be liable to the Debtor to the extent of any nonpayment.**

Date: \_\_\_\_\_

Name Beneficial Owner: \_\_\_\_\_

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 8. 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 9. Registration Information.**

Please indicate on the lines provided below the registration name of the person in whose name the Offered Shares should be issued, as well as such person's name and address as you would like it to be reflected on the books and records of the registrar and transfer agent 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, the accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, and, if you are exercising Accredited Investor Subscription Rights, the Investor Questionnaire and supporting documentation to substantiate that you are an “accredited investor” as defined by Rule 501 of the Securities Act, to the Subscription Agent at or before the Subscription Expiration Deadline by email or mail 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: [GarrettRO@kccllc.com](mailto:GarrettRO@kccllc.com)

**Your completed Subscription Form should only be submitted via ONE approved method of return. Holders intending to participate in both the 1145 Rights Offering and the Accredited Investor Rights Offering should submit only ONE Subscription Form.**

## Exhibit A

### 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 Accredited Investor Rights Offering for Convertible Series A Preferred 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. 993] (as may be amended, modified or supplemented in accordance with the terms thereof, the “Plan”) or the Accredited Investor 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 Accredited Investor Eligible Holder intending to exercise Accredited Investor 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.**

**In addition to completing this Questionnaire, each Investor must submit supporting documentation to substantiate that such investor is an “accredited investor” as defined by Rule 501 of the Securities Act.** Forms of supporting documentation which may be submitted are described on the Annex to this Questionnaire.

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 Accredited Investor 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 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>1</sup>, at the time of his or her purchase exceeds \$1,000,000 USD<sup>2</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 or spousal equivalent 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>3</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

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<sup>1</sup> The term "spousal equivalent" shall mean a cohabitant occupying a relationship generally equivalent to that of a spouse.

<sup>2</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>3</sup> As defined in in rule 2a51-1(b) under the Investment Company Act.

Securities and Exchange Commission (the “Commission”) has designated as qualifying an individual for accredited investor status<sup>4</sup>;

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; or

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.

**IN WITNESS WHEREOF**, the undersigned has executed this Questionnaire on and as of the day of .

Name of Investor or Entity:

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

State or Country of Primary Residence: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail \_\_\_\_\_

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<sup>4</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.



**Annex to Investor Questionnaire  
Supporting Documentation**

(A) In regard to whether you are an accredited investor on the basis of income, please provide any Internal Revenue Service form that reports your income for the two most recent years (including, but not limited to, Form W-2, Form 1099, Schedule K-1 to Form 1065, and Form 1040) and include a written representation that you have a reasonable expectation of reaching the income level necessary to qualify as an accredited investor during the current year;

(B) In regard to whether you are an accredited investor on the basis of net worth or total assets, please provide one or more of the following types of documentation dated within the prior three months and provide a written representation that (if applicable) all liabilities necessary to make a determination of net worth have been disclosed:

(1) With respect to assets: Bank statements, brokerage statements and other statements of securities holdings, certificates of deposit, tax assessments, and appraisal reports issued by independent third parties; and

(2) With respect to liabilities (if applicable): A consumer report from at least one of the nationwide consumer reporting agencies; or

(C) Provide a written confirmation from one of the following persons or entities that such person or entity has taken reasonable steps to verify that the you are an accredited investor within the prior three months and has determined that you are an accredited investor:

(1) A registered broker-dealer;

(2) An investment adviser registered with the Securities and Exchange Commission;

(3) A licensed attorney who is in good standing under the laws of the jurisdictions in which he or she is admitted to practice law; or

(4) A certified public accountant who is duly registered and in good standing under the laws of the place of his or her residence or principal office.

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

**SUBSCRIPTION FORM  
FOR 1145 RIGHTS OFFERING AND  
ACCREDITED INVESTOR RIGHTS OFFERING**

**(FOR EXISTING COMMON STOCK 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 April 16, 2021.**

**Please note that your Subscription Form (with a completed IRS Form W-9 or appropriate IRS Form W-8, as applicable, and, if you are exercising Accredited Investor Subscription Rights pursuant to the Accredited Investor Rights Offering, accompanying supporting documentation substantiating that you are an “accredited investor” within the meaning of Rule 501 under Regulation D of the Securities Act and a completed Investor Questionnaire) 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 a completed IRS Form W-9 or appropriate IRS Form W-8, as applicable, and, if you are exercising Accredited Investor Subscription Rights pursuant to the Accredited Investor Rights Offering, accompanying supporting documentation substantiating that you are an “accredited investor” within the meaning of Rule 501 under Regulation D of the Securities Act and a completed Investor Questionnaire) 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, Honeywell, Centerbridge or Oaktree) 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 1145 Rights Offering and/or the Accredited Investor Rights Offering, as applicable.**

**Eligible Holders who are not Equity Backstop Parties, Honeywell, Centerbridge or Oaktree 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, Honeywell, Centerbridge or Oaktree must return the Subscription Form (which shall contain the appropriate Equity Backstop**

Party identification in Item 5) 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, Honeywell, Centerbridge or Oaktree 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 or the Plan Support Agreement, as applicable.

No person shall be entitled to participate in the Accredited Investor Rights Offering or to subscribe for or receive any Accredited Investor Offered Shares unless such person is an “accredited investor” within the meaning of Rule 501 under Regulation D of the Securities Act and completes and submits with its Subscription Form the Investor Questionnaire (along with the documentation contemplated by the Investor Questionnaire to substantiate that such person is an “accredited investor” within the meaning of Rule 501 of the Securities Act).

The Accredited Investor Offered Shares are being distributed and issued by New GMI pursuant to the Accredited Investor Rights Offering without registration under the Securities Act in reliance upon the exemption provided in Section 4(a)(2) of the Securities Act and Rule 506 thereunder. None of the Accredited Investor Subscription Rights or Accredited Investor Offering Shares purchased in connection with the exercise of such Accredited Investor Subscription Rights distributed pursuant to the Accredited Investor Rights Offering Procedures have been or will be registered under the Securities Act at the Subscription Expiration Deadline, nor under any national, state or local law requiring registration for offer and sale of a security.

All Accredited Investor Offered Shares subscribed for pursuant to the Accredited Investor Rights Offering will be “restricted securities” within the meaning of Rule 144 under the Securities Act, and accordingly, any person who subscribes for Accredited Investor Offered Shares will be subject to restrictions under the Securities Act on its ability to resell such Accredited Investor Offered Shares. Each person exercising Accredited Investor Subscription Rights hereunder agrees that it will not offer, sell or otherwise transfer any Accredited Investor Offered Shares other than pursuant to an effective registration statement under the Securities Act or an available exemption from registration thereunder.

The 1145 Offered Shares are being distributed and issued by New GMI pursuant to the 1145 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 1145 Subscription Rights to subscribe for the 1145 Offered Shares in the 1145 Rights Offering or the 1145 Offered Shares purchased in connection with the exercise of such 1145 Subscription Rights distributed pursuant to the 1145 Rights Offering Procedures have been or will be registered under the Securities Act at the Subscription Expiration Deadline, nor under any national, state or local law requiring registration for offer and sale of a security.

**Any 1145 Eligible Holder that subscribes for 1145 Offered Shares pursuant to the 1145 Rights Offering and that 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, the 1145 Rights Offering Procedures and, if applicable, the Accredited Investor 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, the 1145 Rights Offering Procedures or the Accredited Investor Rights Offering Procedures.**

**PLEASE BE ADVISED THAT ANY ERROR IN THE INFORMATION PROVIDED ON YOUR SUBSCRIPTION FORM OR WITH RESPECT TO PAYMENT OF THE PURCHASE PRICE WHICH IS NOT CORRECTED PRIOR TO THE SUBSCRIPTION EXPIRATION DEADLINE MAY RESULT IN FORFEITURE OF SUBSCRIPTION RIGHTS.**

**Any Eligible Holder who has timely exercised its Cash-Out Option may not exercise its Subscription Rights, and any Subscription Form submitted by such Eligible Holder shall be deemed null and void and of no effect. Any consideration received from any Eligible Holder that timely exercised its Cash-Out Option shall be promptly returned to such Holder.**

**If you have any questions, you are encouraged to please contact the Subscription Agent prior to the Subscription Expiration Deadline via email at [GarrettRO@kccllc.com](mailto:GarrettRO@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 1145 RIGHTS OFFERING PROCEDURES AND ACCREDITED INVESTOR RIGHTS OFFERING PROCEDURES (AND THE EQUITY BACKSTOP COMMITMENT AGREEMENT IN THE CASE OF ANY EQUITY BACKSTOP PARTY AND THE PLAN SUPPORT AGREEMENT IN THE CASE OF HONEYWELL, CENTERBRIDGE OR OAKTREE), ALL SUBSCRIPTIONS SET FORTH IN THIS SUBSCRIPTION FORM ARE IRREVOCABLE.**

### **Rights Offering Instructions**

**To elect to participate in the 1145 Rights Offering or the Accredited Investor Rights Offering and to receive 1145 Offered Shares or Accredited Investor Offered Shares (collectively, “Offered Shares”), you must follow the instructions set out below. Holders intending to participate in both the 1145 Rights Offering and the Accredited Investor Rights Offering should submit only one Subscription Form.**

1. **Insert** in Item 1 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. **Insert** in Item 2 of your Subscription Form the number of 1145 Offered Shares which you wish to subscribe for pursuant to the 1145 Rights Offering, which must be a whole number less than or equal to the number of shares of Existing Common Stock held by you.
3. If you are an Accredited Investor Eligible Holder and you intend to participate in the Accredited Investor Rights Offering:
  - a. **Complete** the calculation in Item 3a of your Subscription Form, which calculates the Pro Rata Accredited Investor Offered Share Number, which is the number of Accredited Investor Offered Shares which you are entitled to subscribe for pursuant to the Accredited Investor Rights Offering. Such amount must be rounded down to the nearest whole share.
  - b. **Insert** in Item 3b of your Subscription Form the number of Accredited Investor Offered Shares which you wish to subscribe for pursuant to the Accredited Investor Rights Offering, which must be a whole number less than or equal to the Pro Rata Accredited Investor Offered Share Number.

**You are not entitled to participate in the Accredited Investor Rights Offering or to subscribe for or receive any Accredited Investor Offered Shares unless you are an “accredited investor” within the meaning of Rule 501 under Regulation D of the Securities Act and you complete and submit with your Subscription Form the Investor Questionnaire (along with the documentation contemplated by the Investor Questionnaire to substantiate that you are an “accredited investor” within the meaning of Rule 501 of the Securities Act).**

4. **Complete** the calculations in Items 4a and 4b of your Subscription Form to determine the aggregate Purchase Price for the Offered Shares you are electing to subscribe for.
5. **Confirm** whether you are an Equity Backstop Party, Honeywell, Centerbridge or Oaktree pursuant to the representation in Item 5 of your Subscription Form.
6. **Read** Item 6 of your Subscription Form.

7. **Read, complete and sign** the certification in Item 7 of your Subscription Form. Such execution shall indicate your acceptance and approval of the terms and conditions set forth in the 1145 Rights Offering Procedures and, if applicable, the Accredited Investor Offering Procedures.
8. **Complete** Item 8 of your Subscription Form.
9. **Provide registration information** in Item 9 to indicate the beneficial owner'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.
10. **Read, complete and sign** an IRS Form W-9 if you are a U.S. person. If you are a non-U.S. person, read, complete and sign an appropriate IRS Form W-8. These forms may be obtained from the IRS at its website: [www.irs.gov](http://www.irs.gov).
11. If you are an Accredited Investor Eligible Holder subscribing for Accredited Investor Offered Shares:
  - a. **Read, complete and sign** the Investor Questionnaire attached as Exhibit A to the Subscription Form.
  - b. **Provide** the documentation contemplated by the Investor Questionnaire to substantiate that you are an "accredited investor" within the meaning of Rule 501 of the Securities Act.
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 Investor Questionnaire, IRS Form W-9 or W-8, as applicable, and accompanying supporting documentation 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 4 of your Subscription Form.

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

If you are an Equity Backstop Party, Honeywell, Centerbridge or Oaktree, 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.

**PLEASE BE ADVISED THAT ANY ERROR IN THE INFORMATION PROVIDED ON YOUR SUBSCRIPTION FORM OR WITH RESPECT TO PAYMENT OF THE PURCHASE PRICE WHICH IS NOT CORRECTED PRIOR TO THE SUBSCRIPTION EXPIRATION DEADLINE MAY RESULT IN FORFEITURE OF SUBSCRIPTION RIGHTS.**

**Any Eligible Holder who has timely exercised its Cash-Out Option may not exercise its Subscription Rights, and any Subscription Form submitted by such Eligible Holder shall be deemed null and void and of no effect. Any consideration received from any Eligible Holder that timely exercised its Cash-Out Option shall be promptly returned to such Holder.**

**If you have any questions, you are encouraged to please contact the Subscription Agent prior to the Subscription Expiration Deadline via email at [GarrettRO@kccllc.com](mailto:GarrettRO@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).**

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 April 16, 2021.**

***Exercise of Subscription Rights.*** In order to participate in the 1145 Rights Offering and the Accredited Investor 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 Accredited Investor Subscription Rights, you will be deemed forever to have relinquished and waived your right to participate in the Accredited Investor Rights Offering.

**1145 Eligible Holders and Accredited Investor Eligible Holders that are Equity Backstop Parties, Honeywell, Centerbridge or Oaktree, must deliver the appropriate funding to the Funding Account by the Funding Date in accordance with the Equity Backstop Commitment Agreement or the Plan Support Agreement, as applicable.**

To subscribe, complete Items 1 through 9 below.

**Item 1. Number of shares of Existing Common Stock.**

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 2. 1145 Subscription Rights - Number of 1145 Offered Shares Subscribed For.** The undersigned hereby elects to purchase a number of 1145 Offered Shares equal to \_\_\_\_\_. This number must be a whole number which is **less than or equal to the number of shares of Existing Common Stock held as of the Record Date** from Item 1 above).

**Item 3. Accredited Investor Subscription Rights.**

*Important Note:*

*You are not entitled to participate in the Accredited Investor Rights Offering or to subscribe for or receive any Accredited Investor Offered Shares unless you are an “accredited investor” within the meaning of Rule 501 under Regulation D of the Securities Act and you complete and submit with your Subscription Form the Investor Questionnaire (along with the documentation*



contemplated by the Investor Questionnaire to substantiate that you are an “accredited investor” within the meaning of Rule 501 of the Securities Act).

**3a. Calculation of Pro Rata Accredited Investor Offered Share Number.** The Pro Rata Accredited Investor Offered Share Number, which is the maximum number of Accredited Investor Offered Shares for which you are entitled to subscribe is calculated as follows:

<hr/>	X	0.448951	=	<hr/>
(Insert total number of shares of Existing Common Stock from 1 above)				(Pro Rata Accredited Investor Offered Share Number) (Round down to the nearest whole share)

**3b. Number of Accredited Investor Offered Shares Subscribed For.** The undersigned hereby elects to purchase a number of Accredited Investor Offered Shares equal to                                 . This number must be a whole number which is **less than or equal to the Pro Rata Accredited Investor Offered Share Number** from Item 3a above).

**Item 4. Purchase Price.**

**4a. Calculation of Total Number of Offered Shares.**

<hr/>	+	<hr/>	=	<hr/>
(Number of 1145 Offered Shares from Item 2 above)		(Number of Accredited Investor Offered Shares from Item 3b above)		Total Number of Offered Shares

**4b. Calculation of Purchase Price.** The Purchase Price for the Offered Shares subscribed for by the undersigned is calculated as follows:

<hr/>	X	\$5.25	=	<hr/>
(Sum Item 4a above)				Purchase Price

**Item 5. Equity Backstop Party Representation.**

*(This section is only for Equity Backstop Parties, Honeywell, Centerbridge and Oaktree each of whom is aware of its status as an Equity Backstop Party, Honeywell, Centerbridge or Oaktree. Please note that checking the box below if you are not an Equity Backstop Party, Honeywell, Centerbridge or Oaktree may result in forfeiture of your rights to participate in the 1145 Rights Offering and the Accredited Investor Rights Offering.)*

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

I am Honeywell, Centerbridge or Oaktree.

**Item 6. Payment Instructions and Share Delivery Information.**

If you did not check the box in Item 5 above, such beneficial owners shall coordinate with their Nominees to pay to the Subscription Agent, by wire transfer ONLY of immediately available funds, the Purchase Price calculated pursuant to Item 4b above, so that payment of the Purchase Price is received by the Subscription Agent no later than the Subscription Expiration Deadline.

If you are an Equity Backstop Party, Honeywell, Centerbridge or Oaktree and did check the box in Item 5, you must coordinate with your Nominee to pay the Purchase Price, by wire transfer ONLY of immediately available funds, to the Funding Account pursuant to the Equity Backstop Commitment Agreement or the Plan Support Agreement, as applicable, 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 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.**

**PLEASE BE ADVISED THAT ANY ERROR IN THE INFORMATION PROVIDED ON YOUR SUBSCRIPTION FORM OR WITH RESPECT TO PAYMENT OF THE PURCHASE PRICE WHICH IS NOT CORRECTED PRIOR TO THE SUBSCRIPTION EXPIRATION DEADLINE MAY RESULT IN FORFEITURE OF SUBSCRIPTION RIGHTS.**

**If you have any questions, you are encouraged to please contact the Subscription Agent prior to the Subscription Expiration Deadline via email at [GarrettRO@kcellc.com](mailto:GarrettRO@kcellc.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).**

**Item 7. Certification.**

The undersigned hereby certifies that (i) the undersigned is the beneficial owner of the shares of Existing Common Stock indicated in Item 1a 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 included herein), (iii)

the undersigned, or such beneficial owner, has received a copy of the Plan, the Disclosure Statement, the 1145 Rights Offering Procedures and the Accredited Investor Rights Offering Procedures, (iv) if the beneficial owner is exercising Accredited Investor Subscription Rights, the beneficial owner is an “accredited investor” within the meaning of Rule 501 under Regulation D of the Securities Act and (v) the undersigned, or such beneficial owner, understands that the exercise of the rights under the 1145 Rights Offering and, if applicable, the Accredited Investor Rights Offering is subject to all the terms and conditions set forth in the Plan, the 1145 Rights Offering Procedures, if applicable, the Accredited Investor Rights Offering Procedures and, if applicable, the Equity Backstop Commitment Agreement.

The undersigned recognizes and understands that the 1145 Offered Shares issued to participants in the 1145 Rights Offering are being offered without registration under the Securities Act in reliance on 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 beneficial owner is an “underwriter” with respect to such securities, as that term is defined in section 1145(b) of the Bankruptcy Code.

The undersigned recognizes and understands that the Accredited Investor Offered Shares issued to participants in the Accredited Investor Rights Offering are being offered without registration under the Securities Act in reliance upon the exemption provided in Section 4(a)(2) of the Securities Act and Rule 506 thereunder, and that all Accredited Investor Offered Shares subscribed for pursuant to the Accredited Investor Rights Offering will be “restricted securities” within the meaning of Rule 144 under the Securities Act, and accordingly, any person who subscribes for Accredited Investor Offered Shares will be subject to restrictions under the Securities Act on its ability to resell such Accredited Investor Offered Shares. The beneficial owner agrees that it will not offer, sell or otherwise transfer any Accredited Investor Offered Shares other than pursuant to an effective registration statement under the Securities Act or an available exemption from registration thereunder.

**The beneficial owner (or the Authorized Signatory on behalf of such beneficial owner) acknowledges that, by executing this Subscription Form, the beneficial owner named below (x) has elected to subscribe for Offered Shares for the Purchase Price designated in Item 4b above and will be bound to pay such Purchase Price for the Offered Shares it has subscribed for and that it may be liable to the Debtor to the extent of any nonpayment.**

Date: \_\_\_\_\_

Name of 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 8. Registration Information.**

Notwithstanding that you hold your shares of Existing Common Stock through a Nominee, any Accredited Investor Offered Shares that you receive (and, if you are an Equity Backstop Party, any Unsubscribed Shares of 1145 Offered Shares that you receive pursuant to the Equity Backstop Commitment Agreement) must be held in a restricted book-entry account maintained with New GMI's registrar and transfer agent. Accordingly, please indicate on the lines provided below the registration name of the person receiving the 1145 Offered Shares and Accredited Investor Offered Shares, as applicable, in whose name the 1145 Offered Shares and/or Accredited Investor Offered Shares, as applicable, should be issued, as well as such person's name and address as you would like it to be reflected in the books and records of the registrar and transfer agent for registration of the applicable 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, the accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, and, if you are exercising Accredited Investor Subscription Rights, the Investor Questionnaire and supporting documentation to substantiate that you are an "accredited investor" as defined by Rule 501 of the Securities Act, only to your Nominee.**

## Exhibit A

### **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 Accredited Investor Rights Offering for Convertible Series A Preferred 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. 993] (as may be amended, modified or supplemented in accordance with the terms thereof, the “Plan”) or the Accredited Investor 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 Accredited Investor Eligible Holder intending to exercise Accredited Investor 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.**

**In addition to completing this Questionnaire, each Investor must submit supporting documentation to substantiate that such investor is an “accredited investor” as defined by Rule 501 of the Securities Act.** Forms of supporting documentation which may be submitted are described on the Annex to this Investor Questionnaire.

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 Accredited Investor 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 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>5</sup>, at the time of his or her purchase exceeds \$1,000,000 USD<sup>6</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 or spousal equivalent 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>7</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

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<sup>5</sup> The term "spousal equivalent" shall mean a cohabitant occupying a relationship generally equivalent to that of a spouse.

<sup>6</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>7</sup> As defined in in rule 2a51-1(b) under the Investment Company Act.

Securities and Exchange Commission (the “Commission”) has designated as qualifying an individual for accredited investor status<sup>8</sup>;

- 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; or
- 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.

**IN WITNESS WHEREOF**, the undersigned has executed this Questionnaire on and as of the day of .

Name of Investor or Entity:

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
State or Country of Primary Residence: \_\_\_\_\_  
Address: \_\_\_\_\_  
E-mail \_\_\_\_\_

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<sup>8</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.



**Annex to Investor Questionnaire  
Supporting Documentation**

(A) In regard to whether you are an accredited investor on the basis of income, please provide any Internal Revenue Service form that reports your income for the two most recent years (including, but not limited to, Form W-2, Form 1099, Schedule K-1 to Form 1065, and Form 1040) and include a written representation that you have a reasonable expectation of reaching the income level necessary to qualify as an accredited investor during the current year;

(B) In regard to whether you are an accredited investor on the basis of net worth or total assets, please provide one or more of the following types of documentation dated within the prior three months and provide a written representation that (if applicable) all liabilities necessary to make a determination of net worth have been disclosed:

(1) With respect to assets: Bank statements, brokerage statements and other statements of securities holdings, certificates of deposit, tax assessments, and appraisal reports issued by independent third parties; and

(2) With respect to liabilities (if applicable): A consumer report from at least one of the nationwide consumer reporting agencies; or

(C) Provide a written confirmation from one of the following persons or entities that such person or entity has taken reasonable steps to verify that the you are an accredited investor within the prior three months and has determined that you are an accredited investor:

(1) A registered broker-dealer;

(2) An investment adviser registered with the Securities and Exchange Commission;

(3) A licensed attorney who is in good standing under the laws of the jurisdictions in which he or she is admitted to practice law; or

(4) A certified public accountant who is duly registered and in good standing under the laws of the place of his or her residence or principal office.