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

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

**NOTICE OF FILING OF FURTHER REVISED
 PROPOSED PLAN CONFIRMATION ORDER**

PLEASE TAKE NOTICE that on April 15, 2021, Garrett Motion Inc. and its affiliated debtors and debtors-in-possession (collectively, the “Debtors”) filed with the United States Bankruptcy Court for the Southern District of New York (the “Court”) the proposed *Findings of Fact, Conclusions of Law and Order Confirming the Debtors’ Amended Joint Chapter 11 Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (the “Confirmation Order”) [D.I. 1112, Ex. A].

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



PLEASE TAKE FURTHER NOTICE that on April 20, 2021, the Debtors filed with the Court the *Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [Doc. 1129, Ex. A] (as may be amended, modified or supplemented from time to time, the "Plan").²

PLEASE TAKE FURTHER NOTICE that on April 21, 2021, the Debtors filed a revised Confirmation Order (the "Revised Confirmation Order") [D.I. 1150, Ex. A].

PLEASE TAKE FURTHER NOTICE that the Debtors have further revised the Confirmation Order (the "Further Revised Confirmation Order") to reflect clarifying changes requested by prepetition lenders and additional language regarding treatment of certain contracts. A copy of the proposed Further Revised Confirmation Order is attached hereto as Exhibit A. A blackline of the Further Revised Confirmation Order marked against the Revised Confirmation Order is attached hereto as Exhibit B.

PLEASE TAKE FURTHER NOTICE that the Court has set **April 23, 2021 at 11:00 a.m. Eastern Time** as the hearing date and time to consider confirmation of the Plan.

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

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

Dated: April 22, 2021
New York, New York

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Counsel to the Debtors

Exhibit A

Further Revised Confirmation Order

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

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

x

**FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER CONFIRMING
THE DEBTORS' AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION
UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

Garrett Motion Inc. and its debtor affiliates, as debtors-in-possession in the above-captioned chapter 11 cases (collectively, the "Debtors"), having:²

- a. commenced, on September 20, 2020, these chapter 11 cases (collectively, the "Chapter 11 Cases") by filing voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et. seq.* (the "Bankruptcy Code"), in the United States Bankruptcy Court for the Southern District of New York (the "Court");
- b. continued to manage their assets as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code;
- c. entered into, on September 20, 2020, a Share and Asset Purchase Agreement with AMP U.S. Holdings, LLC and AMP Intermediate B.V. (together with their permitted designees, successors and permitted assigns, the "Stalking Horse Bidder"), which contemplated the sale of the Debtors' assets;
- d. filed, on September 20, 2020, the *Debtors' Motion for One or More Orders (I)(A) Authorizing and Approving Bid Procedures, (B) Authorizing and Approving the Stalking Horse Bid Protections, (C) Scheduling a Sale Hearing, (D) Authorizing and Approving Assumption and Assignment Procedures, (E) Approving Notice Procedures and (F) Granting Other Relief* [D.I. 18] (the "Bid Procedures Motion");

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

² Capitalized terms used but not otherwise defined in this order (this "Confirmation Order") shall have the meanings ascribed to such terms in the Plan, attached hereto as Exhibit A. The rules of interpretation set forth in Section 2.2 of the Plan shall apply to this Confirmation Order.

- e. commenced, on December 21, 2020, an auction (the “Auction”) in accordance with the Bid Procedures Order (as defined below);
- f. filed, on January 8, 2021, the *Notice of Successful Bidder* [D.I. 711] announcing that the Stalking Horse Bidder submitted the successful bid (the “Final Stalking Horse Bid”) at the Auction based on the written bids received in the Auction and that the Debtors were considering the most recent proposal (the “COH Group Proposal”) made by the parties to that certain Second Amended and Restated Coordination Agreement, dated as of November 2, 2020, by and among Honeywell International Inc., Oaktree Capital Management, L.P., Centerbridge Partners, L.P. and the additional parties named therein (the “COH Group”);
- g. filed, on January 8, 2021, the *Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [D.I. 712], the *Disclosure Statement for the Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [D.I. 713] and the *Debtors’ Motion for Entry of an Order (I) Approving the Disclosure Statement; (II) Establishing a Voting Record Date; (III) Approving Solicitation Packages and Solicitation Procedures; (IV) Approving the Forms of Ballots; (V) Establishing Voting and Tabulation Procedures; (VI) Establishing Notice and Objection Procedures for the Confirmation of the Plan and (VII) Approving the Rights Offering Procedures and the Rights Offering Materials* [D.I. 714] (the “Solicitation Procedures Motion”);
- h. filed, on January 11, 2021, the *Supplemental Notice* [D.I. 717] stating that, considering all of the proposals received, the Debtors have determined that the COH Group Proposal is higher and better than the Final Stalking Horse Bid;
- i. entered into, on January 11, 2021, the Plan Support Agreement (as may be amended, modified or supplemented from time to time, the “Plan Support Agreement”) with the Plan Sponsors, Honeywell, the Additional Investors and the Consenting Noteholders [D.I. 717];
- j. filed, on January 22, 2021, the *Debtors’ Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [D.I. 780, Ex. A] (including any Plan Supplement and all other exhibits and schedules thereto, as may be amended, modified or supplemented from time to time, the “Plan”) and the *Disclosure Statement for Debtors’ Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [D.I. 781, Ex. A] (including all exhibits and schedules thereto, as may be amended, modified or supplemented from time to time, the “Disclosure Statement”) reflecting the terms of the COH Group Proposal;
- k. entered into, on January 22, 2021, the Equity Backstop Commitment Agreement with Centerbridge, Oaktree and certain Additional Investors;
- l. filed, on January 22, 2021, the *Debtors’ Motion for an Order (I) Authorizing the Debtors to Enter Into and Perform Under (A) the Plan Support Agreement and (B) the Equity Backstop Commitment Agreement and (II) Granting Related Relief* [D.I. 783];
- m. filed, on January 27, 2021, a revised version of the Disclosure Statement [D.I. 806];

- n. entered into, on February 15, 2021, the amended and restated Plan Support Agreement, which added the Consenting Lenders as parties thereto [D.I. 911, Ex. A];
- o. filed, on February 15, 2021, revised versions of the Plan [D.I. 912] and the Disclosure Statement [D.I. 913];
- p. entered into, on March 9, 2021, the second amended and restated Plan Support Agreement [D.I. 990, Ex. A];
- q. entered into, on March 9, 2021, the Replacement Equity Backstop Commitment Agreement (the “Equity Backstop Commitment Agreement”) with the Equity Backstop Parties [D.I. 991, Ex. A];
- r. filed, on March 9, 2021, revised versions of the Plan [D.I. 993] and the Disclosure Statement [D.I. 994];
- s. filed, on March 12, 2021, solicitation versions of the Plan [D.I. 1018] and the Disclosure Statement [D.I. 1019];
- t. consistent with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the *Order (I) Approving the Disclosure Statement; (II) Establishing a Voting Record Date; (III) Approving Solicitation Packages and Solicitation Procedures; (IV) Approving the Forms of Ballots; (V) Establishing Voting and Tabulation Procedures; (VI) Establishing Notice and Objection Procedures for Confirmation of the Plan and (VII) Approving the Rights Offering Procedures and the Rights Offering Materials* [D.I. 1016] (the “Solicitation Procedures Order”), caused to be distributed, on March 19, 2021, the solicitation materials, as evidenced by the *Certificate of Service* [D.I. 1080] (the “KCC Certificate”);
- u. caused to be published, on March 19, 2021, the Confirmation Hearing Notice (as defined in the Solicitation Procedures Motion) in the *Financial Times* and *The New York Times*, as evidenced by the *Affidavit of Publication of the Notice of Hearing to Consider Confirmation of Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [D.I. 1082] (the “Publication Certification”);
- v. filed, on April 9, 2021, the Plan Supplement (as amended and supplemented from time to time, the “Plan Supplement”) [D.I. 1108];
- w. filed, on April 15, 2021, the *Notice of Filing of Proposed Plan Confirmation Order* [D.I. 1112];
- x. filed, on April 20, 2021, the *Debtors’ Memorandum of Law in Support of Confirmation of Debtors’ Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [D.I. 1126] (the “Plan Confirmation Brief”);
- y. filed, on April 20, 2021, the *Declaration of Pilar Tarry in Support of Confirmation of the Debtors’ Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [D.I. 1127] (the “Tarry Declaration”) and the *Declaration of Bruce Mendelsohn in*

Support of Confirmation of the Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code [D.I. 1128] (the "Mendelsohn Declaration" and together with the Tarry Declaration, the "Declarations");

- z. filed, on April 20, 2021, an amended operative version of the Plan [D.I. 1129];
- aa. filed, on April 20, 2021, an amended Plan Supplement [D.I. 1145];
- bb. filed, on April 21, 2021, the *Certification of James Lee With Respect to the Tabulation of Votes on the Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [D.I. 1147] (the "Voting Certification");
- cc. filed, on April 21, 2021, the *Notice of Filing of Revised Proposed Plan Confirmation Order* [D.I. 1150]; and
- dd. filed, on April 22, 2021, the *Notice of Filing of Further Revised Proposed Plan Confirmation Order* [D.I. •].

This Court having:

- a. approved the Bid Procedures Motion and entered, on October 24, 2020, the *Order (A) Authorizing and Approving Bid Procedures, (B) Authorizing and Approving the Stalking Horse Bid Protections, (C) Scheduling a Sale Hearing, (D) Approving Notice Procedures and (E) Granting Other Relief* (the "Bid Procedures Order") [D.I. 282];
- b. entered, on March 12, 2021, the *Order (I) Authorizing the Debtors to Enter into and Perform Under (A) the Plan Support Agreement and (B) the Equity Backstop Commitment Agreement and (II) Granting Related* [D.I. 1015];
- c. entered, on March 12, 2021, the Solicitation Procedures Order, which approved, among other things, the Disclosure Statement, the solicitation procedures (the "Solicitation Procedures") and related notices, forms and ballots provided to each voting Class (collectively, the "Solicitation Packages"), the Voting and Tabulation Procedures (as defined in the Solicitation Procedures Motion), the Rights Offering Materials (as defined in the Solicitation Procedures Motion) and the Rights Offering Procedures;
- d. reviewed the Plan, the Plan Supplement, the Plan Confirmation Brief, the Declarations, the Plan Support Agreement, the Equity Backstop Commitment Agreement, the Voting Certification and all pleadings, exhibits, statements, responses and comments regarding Confirmation, including all objections, statements and reservations of rights made with respect thereto;
- e. heard the statements, arguments and objections made by counsel in respect of Confirmation;
- f. considered all oral representations, documents, filings and other evidence regarding Confirmation; and

- g. overruled, including for the reasons stated on the record of the Confirmation Hearing, any and all objections to the Plan and Confirmation and all statements and reservations of rights not consensually resolved or withdrawn unless otherwise indicated.

**NOW, THEREFORE, THE COURT MAKES THE FOLLOWING
FINDINGS OF FACT AND CONCLUSIONS OF LAW BASED ON THE PLEADINGS,
THE REPRESENTATIONS OF THE PARTIES, AND THE RECORD ESTABLISHED
AND EVIDENCE PRESENTED AT THE HEARING:**

I. FINDINGS OF FACT AND CONCLUSIONS OF LAW

A. Findings and Conclusions

1. The findings and conclusions set forth herein and on the record of the Confirmation Hearing constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding by Bankruptcy Rule 9014. To the extent any of the findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the conclusions of law constitute findings of fact, they are adopted as such.

B. Jurisdiction and Venue

2. The Court has jurisdiction to consider confirmation of the Plan pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper in the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

C. Eligibility for Relief

3. The Debtors are entities eligible for relief under section 109 of the Bankruptcy Code.

D. Commencement and Joint Administration of the Chapter 11 Cases

4. On September 20, 2020 (the "Petition Date"), each of the Debtors filed with the Court a voluntary petition for relief under the Bankruptcy Code. Each Debtor continues to operate its business and manage its properties as a debtor-in-possession pursuant to sections

1107(a) and 1108 of the Bankruptcy Code. Joint administration of these Chapter 11 Cases was authorized by the Court by entry of an order on September 21, 2020 [D.I. 27].

E. Judicial Notice

5. This Court takes judicial notice of all orders entered by, and all evidence and arguments made, proffered or adduced at the hearings held before, this Court during the pendency of the Chapter 11 Cases.

F. Appointment of the Committees

6. On October 5, 2020, the United States Trustee for the Southern District of New York (the “U.S. Trustee”) appointed an official committee of unsecured creditors (as reconstituted, the “UCC”) in these Chapter 11 Cases [D.I. 161, 423]. On November 18, 2020, the U.S. Trustee appointed an official committee of equity security holders (as reconstituted, the “Equity Committee”) in these Chapter 11 Cases [D.I. 404, 1002].

G. Solicitation Procedures Order

7. On March 12, 2021, the Court entered the Solicitation Procedures Order, which, among other things: (a) approved the Disclosure Statement as containing adequate information within the meaning of section 1125 of the Bankruptcy Code; (b) fixed March 15, 2021, as the Voting Record Date (as defined in the Solicitation Procedures Order); (c) fixed 4:00 p.m. (Eastern Time) on April 16, 2021, as the Confirmation Objection Deadline (as defined in the Solicitation Procedures Order); (d) fixed 8:00 p.m. (Eastern Time) on April 16, 2021, as the Voting Deadline; (e) fixed 11:00 a.m. (Eastern Time) on April 23, 2021, as the date and time for the Confirmation Hearing; and (f) approved the Solicitation Procedures, the Solicitation Packages, the Voting and Tabulation Procedures, the Rights Offering Materials, the Rights Offering Procedures and other materials relating to solicitation that were attached as exhibits to the Solicitation Procedures Order.

H. Transmittal and Mailing of Materials; Notice

8. As evidenced by the KCC Certificate, due, adequate and sufficient notice of the Plan, the Disclosure Statement, the Solicitation Procedures Order, the ballots, the Plan Supplement, and the Confirmation Hearing, the Confirmation Objection Deadline and the Voting Deadline has been given to: (a) the U.S. Trustee; (b) all known creditors; (c) all equity security holders; (d) the Internal Revenue Service; (e) counsel to the 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 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); (h) 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); (i) counsel to Oaktree Capital Management, L.P. and Centerbridge Partners, L.P., as Plan Sponsors, Milbank LLP, 55 Hudson Yards, New York, NY 10001, Attn: Dennis F. Dunne (ddunne@milbank.com), Andrew M. Leblanc (aleblanc@milbank.com) and Andrew C. Harmeyer (aharmeyer@milbank.com); (j) 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., 50th Floor, Los Angeles, CA 90071, Attn: Bruce Bennett (bbennett@jonesday.com), Joshua M. Mester (jmester@jonesday.com) and James O. Johnston (jjohnston@jonesday.com); (k) 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); (l) counsel to the UCC, 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); (m) 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); (n) counsel to Deutsche Trustee Company Limited, as indenture trustee under the Debtors' 5.125% senior notes due 2026, Norton Rose Fulbright, 1301 Avenue of the Americas, New York, NY 10019, Attn: Francisco Vazquez (francisco.vazquez@nortonrosefulbright.com); and (o) to the extent not listed herein, those parties that requested notice pursuant to Bankruptcy Rule 2002 (parties listed in (a) and (e) through (o), the "Notice Parties").

9. As evidenced by the Publication Certification, the Confirmation Hearing Notice was published in the *Financial Times* and *The New York Times* on March 19, 2021.

10. Adequate and sufficient notice of the Confirmation Hearing, and all applicable dates, deadlines and hearings described in the Solicitation Procedures Order, was given in compliance with the Bankruptcy Rules, the Local Bankruptcy Rules for the Southern District of New York (the "Local Rules") and the Solicitation Procedures Order as evidenced by

the KCC Certificate and the Publication Certification, and no other or further notice is or shall be required.

I. Solicitation

11. As evidenced by the KCC Certificate, votes for acceptance and rejection of the Plan were solicited in good faith and in compliance with the Solicitation Procedures Order, sections 1125 and 1126 of the Bankruptcy Code, Bankruptcy Rules 3017 and 3018, all other applicable provisions of the Bankruptcy Code, Bankruptcy Rules, Local Rules and any other applicable rules, laws and regulations.

12. Specifically, as evidenced by the KCC Certificate, the Solicitation Packages approved by this Court in the Solicitation Procedures Order were transmitted to and served on all Holders in Classes that were entitled to vote to accept or reject the Plan, and relevant portions of the Solicitation Packages and other materials approved by the Solicitation Procedures Order were transmitted to and served on other parties-in-interest in these Chapter 11 Cases, all in compliance with section 1125 of the Bankruptcy Code, the Solicitation Procedures Order, the Solicitation Procedures, the Bankruptcy Rules and the Local Rules. Transmittal and service of such documents was adequate and sufficient, and no other or further notice is or shall be required.

J. Voting Certification

13. The Debtors filed the Voting Certification on April 21, 2021, consistent with the Solicitation Procedures Order. As evidenced by the Voting Certification, all procedures used to tabulate ballots received in connection with Confirmation were fair and conducted in accordance with the Solicitation Procedures Order.

14. As set forth in the Plan, the Solicitation Procedures, and the Disclosure Statement, Holders of Claims and Interests in Class 4, Class 5, Class 6 and Class 11 were eligible

to vote on the Plan. Holders of Claims in Class 1, Class 2, Class 3 and Class 7 are Unimpaired and presumed to accept the Plan and, therefore, are not entitled to vote to accept or reject the Plan. Holders of Claims in Class 10 are Impaired; however, because no Claims in Class 10 have become Allowed Claims, Holders in Class 10 were not entitled to vote to accept or reject the Plan. Accordingly, their votes on the Plan were not solicited and Holders of Claims in Class 10 are presumed to reject the Plan. The Debtors also did not solicit votes from Classes 8 or 9, which are Intercompany Claims and Intercompany Interests held by the Debtors.

15. As evidenced by the Voting Certification, Holders of Claims in Classes 4, 5, 6 and 11 (collectively, the “Impaired Accepting Classes”) voted to accept the Plan.

16. Based on the foregoing, and as evidenced by the Voting Certification, at least one Impaired Class of Claims has voted to accept the Plan (excluding the acceptance by any insiders of the Debtors) in accordance with the requirements of sections 1124 and 1126 of the Bankruptcy Code.

K. Plan Modifications

17. Subsequent to solicitation, the Debtors made certain modifications to the Plan reflecting necessary clarifying updates. All modifications to the Plan since the entry of the Solicitation Procedures Order are consistent with all of the provisions of the Bankruptcy Code, including sections 1122, 1123, 1125 and 1127 of the Bankruptcy Code. None of these modifications adversely affect the treatment of any Holder of a Claim or Interest under the Plan. Accordingly, pursuant to section 1127(a) of the Bankruptcy Code, none of the modifications require additional disclosure under section 1125 of the Bankruptcy Code or re-solicitation of votes under section 1126 of the Bankruptcy Code. Notice regarding the substance of any modifications to the Plan, together with the filing with the Court of the Plan as modified, and the disclosure of the Plan modifications on the record at or prior to the Confirmation Hearing,

constitute due and sufficient notice of any and all such modifications. Further, in accordance with section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, all Holders of Claims and Interests who voted to accept the Plan or who are conclusively presumed to have accepted the Plan are deemed to have accepted the Plan as modified by the Plan modifications. The Plan as modified on April 20, 2021 shall constitute the Plan submitted for Confirmation.

L. Plan Supplement

18. On April 9, 2021, the Debtors filed the Plan Supplement with this Court. The documents contained in the Plan Supplement are integral to, part of and incorporated by reference into, the Plan. The Plan Supplement complies with the terms of the Plan, and the filing and notice of all documents contained in the Plan Supplement constitute good and proper notice in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and the Solicitation Procedures Order, and no other or further notice is or shall be required. Pursuant to the Plan, the Debtors may file additional documents as amendments to the Plan Supplement prior to the Effective Date in a manner consistent with and contemplated by the Plan or this Confirmation Order.

M. Bankruptcy Rule 3016

19. The Plan is dated and identifies the Entities submitting it, thereby satisfying Bankruptcy Rule 3016(a). The filing of the Disclosure Statement with the Clerk of this Court satisfied Bankruptcy Rule 3016(b).

N. Burden of Proof

20. The Debtors, as proponents of the Plan, have met their burden of proving the elements of sections 1129(a) and 1129(b) of the Bankruptcy Code.

O. Compliance with the Requirements of Section 1129 of the Bankruptcy Code

21. The Plan complies with all applicable provisions of section 1129 of the

Bankruptcy Code as follows:

i. Section 1129(a)(1)—Compliance of the Plan with Applicable Provisions of the Bankruptcy Code

22. The Plan complies with all applicable provisions of the Bankruptcy Code as required by section 1129(a)(1) of the Bankruptcy Code, including sections 1122 and 1123 thereof.

a. Sections 1122 and 1123(a)(1)—Proper Classification

23. The classification of Claims and Interests under the Plan is proper under the Bankruptcy Code. Pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code, Article 4 of the Plan provides for the separate classification of Claims and Interests into 11 Classes, based on differences in the legal nature or priority of such Claims and Interests (other than Administrative Expense Claims (including Professional Claims), 503(b)(9) Claims, DIP Claims and Priority Tax Claims, which are addressed in Article 3 of the Plan and which are not required to be designated as separate Classes pursuant to section 1123(a)(1) of the Bankruptcy Code). Valid business, factual and legal reasons exist for the separate classification of the various Classes of Claims and Interests created under the Plan, the classifications were not done for any improper purpose, and the creation of such Classes does not unfairly discriminate among Holders of Claims or Interests.

24. The evidence supporting the Plan proffered or adduced by the Debtors at, or prior to, or in declarations filed in connection with, the Confirmation Hearing: (a) is reasonable, persuasive, credible and accurate as of the dates such analysis or evidence was prepared, presented or proffered; (b) utilizes reasonable and appropriate methodologies and assumptions; and (c) has not been controverted by other evidence.

25. As required by section 1122(a) of the Bankruptcy Code, each Class of

Claims and Interests contains only Claims or Interests that are substantially similar to the other Claims or Interests within that Class. The classification of all Allowed Claims and Interests and the respective distributions and treatments thereof under the Plan take into account, conform to, and satisfy the relative priority and rights of the Claims and Interests in accordance with any contractual, legal and equitable subordination rights relating thereto. Accordingly, the requirements of sections 1122 and 1123(a)(1) of the Bankruptcy Code are satisfied.

b. Section 1123(a)(2)—Specification of Unimpaired Classes

26. Section 4.2 of the Plan specifies that Claims in Class 1, Class 2, Class 3 and Class 7 are Unimpaired under the Plan. Administrative Expense Claims (including Professional Claims), 503(b)(9) Claims, DIP Claims and Priority Tax Claims also are Unimpaired under the Plan, although these Claims are not classified under the Plan.

Accordingly, the requirements of section 1123(a)(2) of the Bankruptcy Code are satisfied.

c. Section 1123(a)(3)—Specification of Treatment of Impaired Classes

27. Section 4.2 of the Plan specifies that Claims in Class 4, Class 5, Class 6, Class 10 and Class 11 are Impaired under the Plan and the treatment for each such Impaired Class. Accordingly, the requirements of section 1123(a)(3) of the Bankruptcy Code are satisfied.

d. Section 1123(a)(4)—No Discrimination

28. Pursuant to section 1123(a)(4) of the Bankruptcy Code, Article 4 of the Plan uniformly provides for the same treatment of each Claim or Interest, as the case may be, in a particular Class, unless the Holder of a particular Claim or Interest has agreed to a less favorable treatment with respect to such Claim or Interest. Accordingly, the requirements of section 1123(a)(4) of the Bankruptcy Code are satisfied.

e. Section 1123(a)(5)—Adequate Means for Plan Implementation

29. Pursuant to section 1123(a)(5) of the Bankruptcy Code, Article 6 and

various other provisions of the Plan, along with various agreements set forth in the Plan Supplement, provide adequate and proper means for the Plan's implementation. Accordingly, the requirements of section 1123(a)(5) of the Bankruptcy Code are satisfied.

f. Section 1123(a)(6)—Voting Power of Equity Securities

30. The New GMI certificate of incorporation prohibits the issuance of non-voting equity securities and provides, as to the several classes of securities possessing voting power, an appropriate distribution of such power among such classes. The Plan satisfies the requirements of section 1123(a)(6) of the Bankruptcy Code.

g. Section 1123(a)(7)—Directors and Officers

31. The Plan Supplement properly and adequately discloses the individuals proposed to serve as the directors of New GMI, the manner of their selection, or, to the extent not yet disclosed, provides for their disclosure prior to the Effective Date, which is consistent with the interests of Holders and with public policy and satisfies the requirements of section 1123(a)(7) of the Bankruptcy Code.

h. Section 1123(b)—Discretionary Contents of the Plan

32. The Plan contains various provisions that may be construed as discretionary and are not required for Confirmation under the Bankruptcy Code. As set forth below, such discretionary provisions comply with section 1123(b) of the Bankruptcy Code and are not inconsistent with the applicable provisions of the Bankruptcy Code. Thus, section 1123(b) of the Bankruptcy Code is satisfied.

i. Section 1123(b)(1)-(2)—Claims and Executory Contracts

33. Pursuant to sections 1123(b)(1) and 1123(b)(2) of the Bankruptcy Code, Article 4 of the Plan impairs or leaves unimpaired, as the case may be, each Class of Claims and Interests. Section 8.1 of the Plan provides for the assumption of all Executory Contracts and

Unexpired Leases other than the Honeywell Terminated Agreements, and the rejection of the Honeywell Terminated Agreements.

j. **Section 1123(b)(3)—Settlement, Releases, Exculpation, Injunction and Preservation of Claims and Causes of Action**

34. **Compromise and Settlement.** The settlements contained in, or otherwise contemplated by, the Plan are in consideration for the distributions and other benefits provided under the Plan and any other compromise and settlement provisions of the Plan. The Plan itself constitutes a compromise of all Claims, Interests and Causes of Action relating to the contractual, legal and subordination rights that any Holder may have with respect to any Allowed Claim or Allowed Interest or any distribution to be made on account of any Allowed Claim or Allowed Interest. The compromises and settlements embodied in the Plan were reached after good faith, arm's-length negotiations between the Debtors and the respective parties. Each of the parties supporting the Honeywell Settlement and the Make-Whole Settlement are represented by counsel that is recognized as being competent and experienced. They are integral and non-severable components of the Plan and satisfy the requirements for approval under Bankruptcy Rule 9019 and sections 363 and 1123 of the Bankruptcy Code.

35. The Plan incorporates the Honeywell Settlement and provides that the Honeywell Litigation shall be deemed dismissed with prejudice on the Effective Date and for the release and exculpation of Honeywell and its related Persons as Exculpated and Released Parties under Article 11 of the Plan pursuant to sections 363 and 1123 of the Bankruptcy Code and Bankruptcy Rule 9019; *provided* that, pursuant to Section 11.10 of the Plan, each Releasing Party shall be entitled to assert claims arising from rescission of a purchase or sale of Existing Common Stock or for damages arising from the purchase or sale of Existing Common against one or more of the Debtors' current or former officers or directors, or Honeywell's current or

former officers or directors only 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. The terms of the Honeywell Settlement are fair, equitable, well within the range of reasonableness and in the best interests of the Debtors and their Estates, stakeholders and other parties-in-interest.

36. The Plan incorporates the Make-Whole Settlement pursuant to sections 363 and 1123 of the Bankruptcy Code and Bankruptcy Rule 9019 and further provides that the Make-Whole Litigation shall be deemed dismissed with prejudice on the Effective Date. The terms of the Make-Whole Settlement are fair, equitable, within the range of reasonableness and in the best interests of the Debtors and their Estates, stakeholders and other parties-in-interest.

37. **Releases by the Debtors.** The releases and discharges by the Debtors described in Section 11.8 of the Plan (the "Debtor Release") pursuant to section 1123(b)(3)(A) of the Bankruptcy Code represent a valid exercise of the Debtors' business judgment.

38. **Voluntary Release by Holders of Claims and Interests.** The voluntary release by certain Holders of Claims and Interests described in Section 11.10 of the Plan (the "Voluntary Release by Holders of Claims and Interests") is appropriate because it was voluntary, consensual and adequately disclosed in and noticed through the Ballots, the Confirmation Hearing Notice, in the Disclosure Statement and the Plan. The Voluntary Release by Holders of Claims and Interests is fair and reasonable, integral to the proposed reorganization, and given in exchange for fair, sufficient and adequate consideration provided by the Released Parties.

39. **Mutual Release Between Honeywell and the Debtors.** The release described in Section 11.13 of the Plan (the "Mutual Release") is fair, was given in exchange for the fair, sufficient and adequate consideration provided by the respective parties released thereby

and is an integral part of a good faith settlement and compromise of the claims released by such parties.

40. **Exculpation.** The exculpation provisions set forth in Section 11.9 of the Plan are essential to the Plan. The record in these Chapter 11 Cases fully supports the exculpation, and the exculpation provisions set forth in Section 11.9 of the Plan are appropriately tailored to protect the Exculpated Parties from inappropriate litigation related to acts or omissions up to and including the Effective Date and are hereby approved.

41. **Injunction.** The injunction provisions set forth in Section 11.11 of the Plan are essential to the Plan and are (a) necessary to preserve and enforce the Debtor Release, the Voluntary Release by Holders of Claims and Interests, the Mutual Release and the exculpation provisions set forth in Section 11.9 of the Plan, (b) fair and reasonable and (c) narrowly tailored to achieve their purpose.

42. Each of the Debtor Release, the Voluntary Release by Holders of Claims and Interests, the Mutual Release and the exculpation provisions and the injunction provisions (a) are within the jurisdiction of this Court; (b) were given in exchange for good and valuable consideration; (c) are integral to the agreements among the various parties-in-interest and essential to the formulation and implementation of the Plan; (d) are in the best interests of the Debtors, their Estates and all stakeholders in these Chapter 11 Cases; (e) are fair, equitable and reasonable; and (f) are reasonable in scope and have been negotiated in good faith and at arm's-length, consistent with sections 105, 1123 and 1129 of the Bankruptcy Code, other provisions of the Bankruptcy Code and other applicable law. The record of the Confirmation Hearing and these Chapter 11 Cases is sufficient to support the Debtor Release, the Voluntary Release by Holders of Claims and Interests, the Mutual Release, the exculpation provisions and the

injunction provisions contained in Article 11 of the Plan, and failure to give effect to the foregoing would impair the Debtors' ability to confirm and implement the Plan.

43. **Preservation of Claims and Causes of Action.** Section 11.14 of the Plan provides that, unless any Causes of Action of the Debtors against an Entity are expressly waived, relinquished, exculpated, released, compromised or settled in the Plan, including pursuant to Article 11 or Section 6.20 of the Plan or a Final Order, the Reorganized Debtors will retain, expressly reserve and may assert, all rights to commence and pursue such Causes of Action of the Debtors for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise) or laches shall apply to such Causes of Action of the Debtors upon, after or as a consequence of the Confirmation or occurrence of the Effective Date. The provisions regarding the preservation of Causes of Action in the Plan are appropriate, fair, equitable and reasonable and are in the best interests of the Debtors, the Estates and Holders of Claims and Interests.

44. **Section 1123(d)—Cure of Defaults.** The Plan satisfies section 1123(d) of the Bankruptcy Code. Section 8.2 of the Plan provides for the satisfaction of any monetary defaults under each Executory Contract and Unexpired Lease assumed pursuant to the Plan in accordance with section 365 of the Bankruptcy Code. The Debtors served the Cure Notices (as defined in the Solicitation Procedures Order) to all applicable counterparties, which notices included procedures for objecting to, and resolving, proposed assumptions of Executory Contracts and Unexpired Leases and the Cure Costs, if any, to be paid in connection therewith.

ii. Section 1129(a)(2)—Compliance of the Debtors with the Applicable Provisions of the Bankruptcy Code

45. The Debtors, as proponents of the Plan, have complied with all applicable

provisions of the Bankruptcy Code as required by section 1129(a)(2) of the Bankruptcy Code, including sections 1122, 1123, 1124, 1125, 1126 and 1128 of the Bankruptcy Code, and Bankruptcy Rules 3017, 3018 and 3019.

46. Votes to accept or reject the Plan were solicited by the Debtors after this Court approved the Disclosure Statement.

47. The Debtors and their Notice and Claims Agent have solicited and tabulated votes on the Plan and have, along with their respective present and former members, partners, representatives, officers, directors, employees, advisors and attorneys, participated in the activities described in section 1125 of the Bankruptcy Code fairly, in good faith within the meaning of section 1125(e) of the Bankruptcy Code and in a manner consistent with the applicable provisions of the Solicitation Procedures Order, the Bankruptcy Code, the Bankruptcy Rules and all other applicable rules, laws and regulations, and are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code.

48. The Debtors and their present and former members, officers, directors, employees, advisors, attorneys and agents have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code with regard to the solicitation of acceptances or rejections of the Plan and, therefore, are not, and will not be, liable at any time for the violation of any applicable law, rule or regulation governing the solicitation of acceptances or rejections of the Plan. Accordingly, the requirements of section 1129(a)(2) of the Bankruptcy Code are satisfied.

iii. Section 1129(a)(3)—Proposal of Plan in Good Faith

49. The Debtors have proposed the Plan in good faith and not by any means forbidden by law. This Court has examined the totality of the circumstances surrounding the filing of these Chapter 11 Cases, the Plan itself and the process leading to its formulation. The

Debtors' good faith is evident from the record of these Chapter 11 Cases, the Disclosure Statement and the hearing thereon, the record of the Confirmation Hearing and other proceedings held in these Chapter 11 Cases.

50. The Plan is the product of extensive, good faith, arm's-length negotiations among the Debtors and the other stakeholders. The Plan itself and the process leading to its formulation provide independent evidence of the Debtors' good faith, serve the public interest and assure fair treatment of Holders. Accordingly, the requirements of section 1129(a)(3) of the Bankruptcy Code are satisfied.

iv. Section 1129(a)(4)—Court Approval of Certain Payments as Reasonable

51. All payments made or to be made by the Debtors for services rendered and expenses incurred by retained Professionals in connection with these Chapter 11 Cases, including all Professional Fee Claims, have been approved by, or are subject to, approval by the Court. In particular, Section 3.2 of the Plan provides that the Court shall determine the Allowed amounts of Professional Fee Claims, and Article 14 of the Plan provides that the Court shall retain jurisdiction to decide and resolve all matters related to the granting and denying of any applications of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or the Plan. Accordingly, the Plan complies with and satisfies all of the requirements of section 1129(a)(4) of the Bankruptcy Code.

v. Section 1129(a)(5)—Disclosure of Identity of Proposed Management, Compensation of Insiders and Consistency of Management Proposals with the Interests of Creditors and Public Policy

52. The Plan Supplement identifies the directors of New GMI, provides for the manner of their selection, and, to the extent not yet disclosed, provides for disclosure prior to the Effective Date. The manner of selection of the New Board is consistent with the interests of

all Holders of Claims and Interests and public policy and satisfies the requirements of section 1129(a)(5) of the Bankruptcy Code.

vi. Section 1129(a)(6)—Approval of Rate Changes

53. The Plan does not contain any rate changes subject to the jurisdiction of any governmental regulatory commission. Therefore, section 1129(a)(6) of the Bankruptcy Code is inapplicable to these Chapter 11 Cases.

vii. Section 1129(a)(7)—Best Interests of Holders of Claims and Interests

54. Each Holder of an Impaired Claim or Impaired Interest either has accepted the Plan or will receive or retain under the Plan, on account of such Claim or Interest, property of a value, as of the Effective Date, that is not less than the amount that such Holder would receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code on such date.

55. The liquidation analysis attached as Appendix B to the Disclosure Statement and the other evidence supporting the Plan proffered or adduced by the Debtors at, or prior to, or in declarations filed in connection with, the Confirmation Hearing: (a) are reasonable, persuasive, credible and accurate as of the dates such analysis or evidence was prepared, presented or proffered; (b) utilize reasonable and appropriate methodologies and assumptions; (c) have not been controverted by other evidence; and (d) establish that recoveries for Holders of Allowed Claims and Allowed Interests in every Class under the Plan on account of such Claim or Interest, as of the Effective Date, will have a value equal to or greater than the amount such Holder would receive if the applicable Debtor was liquidated on April 30, 2021 under chapter 7 of the Bankruptcy Code. Accordingly, the requirements of section 1129(a)(7) of the Bankruptcy Code are satisfied.

viii. Section 1129(a)(8)—Conclusive Presumption of Acceptance by Unimpaired Classes; Acceptance of the Plan by Each Impaired Class

56. Class 1, Class 2, Class 3 and Class 7 are Unimpaired Classes of Claims and are conclusively presumed to have accepted the Plan under section 1126(f) of the Bankruptcy Code. Class 4, Class 5, Class 6, Class 10 and Class 11 are Impaired by the Plan. As set forth in the Voting Certification, Classes 4, 5, 6 and 11 have voted to accept the Plan. Holders of Claims in Class 10 are deemed to have rejected the Plan, and Holders of Claims and Interests in Classes 8 and 9 are deemed to have accepted as Plan proponents.

57. Because the Plan is presumed not to have been accepted by Class 10, the Debtors seek Confirmation under section 1129(b), rather than section 1129(a)(8), of the Bankruptcy Code with respect to such Class. Thus, although section 1129(a)(8) of the Bankruptcy Code has not been satisfied, the Plan is confirmable because the Plan does not discriminate unfairly and is fair and equitable with respect to Class 10 and thus satisfies the requirements of section 1129(b) of the Bankruptcy Code with respect to Class 10 as described further below.

ix. Section 1129(a)(9)—Treatment of Claims Entitled to Priority Pursuant to Section 507(a) of the Bankruptcy Code

58. The treatment of Administrative Expense Claims (including Professional Claims), 503(b)(9) Claims, DIP Claims and Priority Tax Claims under Article 3 of the Plan satisfies the requirements of, and complies in all respects with, section 1129(a)(9) of the Bankruptcy Code.

x. Section 1129(a)(10)—Acceptance by At Least One Impaired Class

59. As set forth in the Voting Certification, the Impaired Accepting Classes have voted to accept the Plan. Specifically, Holders of Claims and Interests in Classes 4, 5, 6 and 11 have voted to accept the Plan. As such, there is at least one Class of Claims that is

Impaired under the Plan and has accepted the Plan, determined without including any acceptance of the Plan by any insider (as defined by the Bankruptcy Code). Accordingly, the requirements of section 1129(a)(10) of the Bankruptcy Code are satisfied.

xi. Section 1129(a)(11)—Feasibility of the Plan

60. The Plan satisfies section 1129(a)(11) of the Bankruptcy Code. The evidence supporting the Plan proffered or adduced by the Debtors at, or prior to, or in declarations filed in connection with, the Confirmation Hearing: (a) is reasonable, persuasive, credible and accurate as of the dates such analysis or evidence was prepared, presented or proffered; (b) utilizes reasonable and appropriate methodologies and assumptions; (c) has not been controverted by other evidence and (d) establishes that the Plan is feasible and Confirmation of the Plan is not likely to be followed by the need for further liquidation or financial reorganization of the Debtors or any successor to the Debtors under the Plan except as provided in the Plan. Accordingly, the requirements of section 1129(a)(11) of the Bankruptcy Code have been satisfied.

xii. Section 1129(a)(12)—Payment of Bankruptcy Fees

61. Section 3.6 of the Plan provides that all fees due and payable pursuant to 28 U.S.C. § 1930 prior to the Effective Date shall be paid by the Debtors on the Effective Date. After the Effective Date, the Debtors and the Reorganized Debtors shall be jointly and severally liable to pay any and all such fees when due and payable. The Plan thus complies with the requirements of section 1129(a)(12) of the Bankruptcy Code.

xiii. Section 1129(a)(13)—Retiree Benefits

62. Section 1129(a)(13) of the Bankruptcy Code requires that all retiree benefits continue to be paid post-confirmation at any levels established in accordance with section 1114 of the Bankruptcy Code. The Debtors do not have any due and unpaid “retiree

benefits” (as defined in section 1114 of the Bankruptcy Code). Accordingly, section 1129(a)(13) is inapplicable. For the avoidance of doubt, any and all of the Debtors’ “retiree benefits,” including any pension plans, are being assumed and will continue without modification.

xiv. Section 1129(a)(14), (15) and (16)—Non-Applicability of Certain Sections

63. The Debtors do not owe any domestic support obligations and are not individuals. Therefore, sections 1129(a)(14) and 1129(a)(15) of the Bankruptcy Code do not apply in these Chapter 11 Cases.

64. In addition, each Debtor that is a corporation or trust is a moneyed, business, or commercial corporation or trust. Therefore, section 1129(a)(16) of the Bankruptcy Code does not apply in these Chapter 11 Cases.

xv. Section 1129(b)—Confirmation of Plan Over Non-Acceptance of Impaired Class

65. The Plan may be confirmed pursuant to section 1129(b) of the Bankruptcy Code notwithstanding that the requirements of section 1129(a)(8) have not been met because the Debtors have demonstrated by a preponderance of the evidence that the Plan (a) satisfies all of the other applicable requirements of section 1129(a) of the Bankruptcy Code and (b) does not “discriminate unfairly” and is “fair and equitable” with respect to Class 10.

66. The Plan does not “discriminate unfairly” with respect to Class 10 because those classes are receiving comparable treatment that is not unfairly discriminatory vis-à-vis each such class. The Plan is “fair and equitable” with respect to Class 10 because no junior Class of Claims or Interests will receive or retain any property under the Plan on account of such Claims or Interests, and no senior Class of Claims or Interests will receive or retain property under the Plan on account of such Claims or Interests that exceeds the value of the Claims or Interests in any such Class. The Plan therefore satisfies the requirements of section 1129(b) of the

Bankruptcy Code and may be confirmed.

xvi. Section 1129(c)—Only One Plan

67. Other than the Plan (including its earlier iterations), no other plan has been presented for confirmation in these Chapter 11 Cases. Accordingly, the requirements of section 1129(c) of the Bankruptcy Code have been satisfied.

xvii. Section 1129(d)—Principal Purpose of the Plan Is Not Avoidance of Taxes or Application of Securities Laws

68. No governmental unit has requested that this Court refuse to confirm the Plan on the grounds that the principal purpose of the Plan is the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act of 1933 (as amended, the “Securities Act”), and the principal purpose of the Plan is not such avoidance. Accordingly, the requirements of section 1129(d) of the Bankruptcy Code are satisfied.

P. Section 1129(e)—Small Business Case

69. None of these Chapter 11 Cases is a “small business case,” as that term is defined in the Bankruptcy Code, and, accordingly, section 1129(e) of the Bankruptcy Code is inapplicable.

Q. Satisfaction of Confirmation Requirements

70. Based upon the foregoing and all written submissions, evidence and arguments made, proffered or adduced at, the hearings held before this Court, the Plan satisfies all requirements for confirmation set forth in section 1129 of the Bankruptcy Code.

R. Implementation

71. All documents and agreements necessary to implement the Plan, including those contained in the Plan Supplement, and all other relevant and necessary documents, instruments and certificates (collectively, the “Plan Documents”) are essential elements of the

Plan and entry into and consummation of the transactions contemplated by each Plan Document and the Restructuring Transactions is in the best interests of the Debtors, their Estates and Holders of Claims and Interests. The Debtors have exercised reasonable business judgment in determining to enter into the Plan Documents and, where required, have provided sufficient and adequate notice of the Plan Documents. The terms and conditions of the Plan Documents are fair and reasonable and were negotiated in good faith and at arm's-length. The Debtors and the Reorganized Debtors are authorized, without further approval of this Court, to execute and deliver all agreements, documents, instruments and certificates relating to the transactions contemplated by the Plan Documents and the Restructuring Transactions and perform their obligations thereunder.

S. Good Faith

72. Based on the record in these Chapter 11 Cases, the Exculpated Parties have acted in "good faith" within the meaning of section 1125(e) of the Bankruptcy Code in compliance with the applicable provisions of the Bankruptcy Code and Bankruptcy Rules in connection with all of their respective activities relating to the Plan, including any action or inaction in connection with their participation in the activities described in section 1125 of the Bankruptcy Code. Accordingly, the Exculpated Parties are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code and the exculpation provisions set forth in Section 11.9 of the Plan. The Exculpated Parties, up to and including the Effective Date, will continue to act in good faith, if they proceed to (a) consummate the Plan and the agreements, settlements, transactions and transfers contemplated thereby with respect to which the applicable Exculpated Parties are bound or otherwise obligated and (b) take the actions authorized, directed or contemplated by this Confirmation Order.

T. Corporate Action

73. Upon the Effective Date, all actions contemplated by and set forth in the Plan shall be deemed authorized and approved. All matters provided for in the Plan involving the corporate structure of the Debtors or the Reorganized Debtors and any corporate action required by the Debtors or the Reorganized Debtors in connection with implementation of the Plan shall be deemed to have occurred and shall be in effect upon the Effective Date, without any requirement of further action by the directors or officers of any Debtor.

U. Issuance of New Preferred Stock and GMI Common Stock

74. The issuance and distribution of the New Preferred Stock and GMI Common Stock are essential elements of the Plan and are in the best interests of the Debtors, the Estates and Holders of Claims and Interests.

V. Rights Offerings

75. The Rights Offerings have complied with the Rights Offering Procedures set forth in the Solicitation Procedures Motion and approved by the Solicitation Procedures Order, and have been and, to the extent completed in compliance with the Rights Offering Procedures, will be deemed to be (i) appropriate based upon the circumstances of the Chapter 11 Cases, (ii) conducted in good faith, and (iii) in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any applicable non-bankruptcy rules, laws and regulations, including to the extent applicable, the Securities Act.

W. Approval of the Acceleration of Vested Options and Assumption of Outstanding Equity Awards

76. The proposed acceleration of vested options and assumption of outstanding equity awards set forth in Section 6.7 of the Plan are essential elements of the Plan and are in the best interests of the Debtors, the Estates and Holders of Claims and Interests.

X. Executory Contracts and Unexpired Leases

77. The Debtors have exercised reasonable business judgment in determining to assume all Executory Contracts and Unexpired Leases other than the Honeywell Terminated Agreements. The Debtors have also exercised reasonable business judgment in determining to reject the Honeywell Terminated Agreements, which are Executory Contracts or Unexpired Leases, pursuant to sections 365 and 1123 of the Bankruptcy Code and the Honeywell Settlement. Each assumption of an Executory Contract or Unexpired Lease in accordance with the Plan and this Confirmation Order shall be legal, valid and binding upon all non-Debtor parties to such Executory Contract or Unexpired Lease, all to the same extent as if such assumption had been authorized and effectuated pursuant to a separate order of this Court that was entered pursuant to section 365 of the Bankruptcy Code before Confirmation. The Debtors have provided sufficient and adequate notice by filing with the Court the list of Executory Contracts and Unexpired Leases proposed to be assumed and serving 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 failed to timely object to the proposed assumption in accordance with the Solicitation Procedures Order shall be deemed to have assented to such assumption.

Y. Approval of the Exit Facilities Documents

78. The terms and conditions of the Exit Facilities Documents and the Reorganized Debtors' entry into the Exit Facilities Documents, including all actions, undertakings, and transactions contemplated thereby, and payment of all fees, indemnities and expenses provided for thereunder, are essential elements of the Plan, necessary for the consummation thereof, and in the best interests of the Debtors, the Estates and Holders of Claims and Interests. The Exit Facilities are critical to the overall success and feasibility of the Plan, and

the Debtors have exercised reasonable business judgment in determining to enter into the Exit Facilities Documents, which have been negotiated in good faith and at arm's length.

Z. Approval of the Registration Rights Agreement

79. The Registration Rights Agreement is an essential element of the Plan.

The terms of the Registration Rights Agreement are reasonable, and the Debtors have provided adequate notice of the material terms thereof.

AA. Approval of the Series A Investor Rights Agreement

80. The Series A Investor Rights Agreement (as defined in the Registration Rights Agreement) is an essential element of the Plan. The terms of the Series A Investor Rights Agreement are reasonable, and the Debtors have provided adequate notice of the material terms thereof.

BB. Retention of Jurisdiction

81. Except as otherwise provided in the Plan, this Confirmation Order or the Plan Documents, this Court shall retain jurisdiction over the matters set forth in Article 14 of the Plan and other applicable provisions of the Plan.

CC. Valuation

82. The valuation analysis attached as Appendix E to the Disclosure Statement (the "Valuation Analysis") and the evidence adduced at the Confirmation Hearing, including the estimated post-emergence enterprise value of the Reorganized Debtors, are reasonable and credible. All parties-in-interest have been given a fair and reasonable opportunity to challenge the Valuation Analysis. The Valuation Analysis (a) is reasonable, persuasive and credible as of the date such analysis was prepared, presented or proffered, and (b) uses reasonable and appropriate methodologies and assumptions.

II. ORDER

**BASED ON THE FOREGOING FINDINGS OF FACT AND
CONCLUSIONS OF LAW, IT IS HEREBY ORDERED, ADJUDGED AND DECREED
THAT:**

A. Objections

83. To the extent that any objections to Confirmation, or any related reservations of rights, statements, or joinders, have not been withdrawn, waived or settled before entry of this Confirmation Order, cured by the relief granted herein or otherwise resolved as stated on the record of the Confirmation Hearing, such objections, reservations of rights, statements and joinders are hereby overruled on the merits.

B. Confirmation of the Plan

84. The Plan, a copy of which is attached hereto as Exhibit A, shall be, and hereby is, confirmed under section 1129 of the Bankruptcy Code. The Plan Documents, and any amendments, modifications and supplements thereto, and all documents and agreements related thereto, and the execution, delivery and performance thereof by the Debtors or the Reorganized Debtors are authorized and approved as finalized, executed and delivered. As set forth in the Plan, once finalized and executed, upon the occurrence of the Effective Date, the Plan Documents shall constitute legal, valid, binding and authorized obligations of the respective parties thereto, enforceable in accordance with their terms without the need for any further notice to or action, order or approval of this Court, or other act or action under applicable law, regulation, order or rule.

C. General Settlement of Claims and Interests

85. Pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Plan,

the Plan constitutes a good faith compromise of all Claims, Interests and controversies relating to the contractual, legal, and subordination rights that a Holder may have with respect to any Allowed Claim or Interest, or any distribution to be made on account of such Allowed Claim or Interest. Approval of such compromise or settlement, as well as such compromise or settlement, is in the best interests of the Debtors and their Estates and is fair, equitable and reasonable. Subject to Article 9 of the Plan, all distributions made to Holders of Allowed Claims in any Class are intended to be and shall be final.

D. Honeywell Settlement and Make-Whole Settlement

86. The Honeywell Settlement and Make-Whole Settlement are approved under sections 363 and 1123(b)(3) of the Bankruptcy Code and Bankruptcy Rule 9019. Based upon all orders entered, and all evidence and arguments made, proffered or adduced at, the hearings held before this Court, this Confirmation Order constitutes the Court's approval of the Honeywell Settlement because (a) the Honeywell Settlement benefits the Debtors and their stakeholders by, among other things: (i) giving value to the Debtors' stockholders; (ii) providing flexibility to the Reorganized Debtors; and (iii) avoiding additional litigation and resolving significant litigation between the Debtors and Honeywell that was commenced prior to these Chapter 11 Cases; (b) each of the parties supporting the Honeywell Settlement are represented by counsel that is recognized as being knowledgeable, competent and experienced; (c) the settlement is the product of arm's-length bargaining and good faith negotiations between sophisticated parties; (d) the settlement is fair, equitable and reasonable and in the best interests of the Debtors, their respective Estates, stakeholders and other parties-in-interest; and (e) a fair and reasonable opportunity to object or be heard with respect to the Honeywell Settlement has been afforded to all interested persons and Entities. On the Effective Date, the Honeywell Litigation shall be deemed dismissed with prejudice.

87. Based upon all orders entered, and all evidence and arguments made, proffered or adduced at, the hearings held before this Court, this Confirmation Order constitutes the Court's approval of the Make-Whole Settlement because (a) the Make-Whole Settlement benefits the Debtors and their stakeholders; (b) each of the parties supporting the Make-Whole Settlement are represented by counsel that is recognized as being knowledgeable, competent and experienced; (c) the settlement is the product of arm's-length bargaining and good faith negotiations between sophisticated parties; (d) the settlement is fair, equitable and reasonable and in the best interests of the Debtors, their respective Estates, stakeholders and other parties-in-interest; and (e) a fair and reasonable opportunity to object or be heard with respect to the Make-Whole Settlement has been afforded to all interested persons and Entities. On the Effective Date, the Make-Whole Litigation shall be deemed dismissed with prejudice.

E. Governmental Units

88. As to any Governmental Unit (as defined in section 101(27) of the Bankruptcy Code), nothing in the Plan or this Confirmation Order shall limit or expand the scope of discharge, release or injunction to which the Debtors or Reorganized Debtors are entitled to under the Bankruptcy Code, if any. The discharge, release and injunction provisions contained in the Plan and this Confirmation Order are not intended and shall not be construed to bar any Governmental Unit from, subsequent to entry of the Confirmation Order, pursuing any police or regulatory action.

89. Notwithstanding anything contained in the Plan or this Confirmation Order to the contrary, nothing in the Plan or Confirmation Order shall discharge, release, impair or otherwise preclude: (1) any liability to any Governmental Unit that is not a "claim" within the meaning of section 101(5) of the Bankruptcy Code; (2) any Claim of any Governmental Unit arising on or after the Effective Date; (3) any valid right of setoff or recoupment of any

Governmental Unit against any of the Debtors; or (4) any liability of the Debtors or Reorganized Debtors under police or regulatory statutes or regulations to any Governmental Unit as the owner, lessor, lessee or operator of property that such entity owns, operates or leases after the Effective Date. Nor shall anything in this Confirmation Order or the Plan: (i) enjoin or otherwise bar any Governmental Unit from asserting or enforcing, outside the Court, any liability described in the preceding sentence; or (ii) divest any court, commission, or tribunal of jurisdiction to determine whether any liabilities asserted by any Governmental Unit are discharged or otherwise barred by this Confirmation Order, the Plan, or the Bankruptcy Code.

90. Moreover, nothing in this Confirmation Order or the Plan shall release or exculpate any non-debtor, including any Released Parties and/or Exculpated Parties, from any liability to any Governmental Unit, including but not limited to any liabilities arising under the Internal Revenue Code, the environmental laws, or the criminal laws against the Released Parties and/or Exculpated Parties, nor shall anything in this Confirmation Order or the Plan enjoin any Governmental Unit from bringing any claim, suit, action or other proceeding against any non-debtor for any liability whatsoever; *provided, however*, that the foregoing sentence shall not limit the scope of discharge granted to the Debtors under sections 524 and 1141 of the Bankruptcy Code.

91. Nothing contained in the Plan or Confirmation Order shall be deemed to determine the tax liability of any person or entity, including but not limited to the Debtors and the Reorganized Debtors, nor shall the Plan or Confirmation Order be deemed to have determined the federal tax treatment of any item, distribution, or entity, including the federal tax consequences of the Plan, nor shall anything in the Plan or this Confirmation Order be deemed to have conferred jurisdiction upon the Court to make determinations as to federal tax liability and

federal tax treatment except as provided under section 505 of the Bankruptcy Code.

F. Insurance Policies

92. All Insurance Policies (including tail coverage liability insurance), surety bonds, and indemnity agreements entered into in connection with surety bonds to which any Debtor is a party as of the Effective Date shall be deemed to be and treated as Executory Contracts and shall be assumed by the applicable Debtor or Reorganized Debtor and shall continue in full force and effect thereafter in accordance with their respective terms. Nothing in the Plan, including any releases, shall diminish or impair the enforceability of any Insurance Policies or other policies of insurance that may cover insurance claims or other claims against the Debtors or any other Person and such policies shall continue in full force and effect after the Effective Date in accordance with their respective terms.

G. Issuance of New Preferred Stock and GMI Common Stock

93. On the Effective Date, New GMI shall issue, or reserve for issuance, a sufficient number of shares of New Preferred Stock and GMI Common Stock, including GMI Common Stock issuable upon the conversion of the New Preferred Stock and in connection with options or other equity awards that may be granted pursuant to the MIP. The shares of New Preferred Stock and GMI Common Stock issued under the Plan, upon the conversion of the New Preferred Stock and in connection with options or other equity awards that may be granted pursuant to the MIP shall be authorized without the need for any further corporate action or without any further action by any Person, and once issued, shall be duly authorized, validly issued, fully paid and non-assessable.

H. Acceleration of Vested Options and Equity Awards

94. Immediately prior to the effectiveness of the Plan, outstanding GMI Options, vested GMI Options and the shares of GMI Common Stock that would be provided

upon the exercise of such GMI Options shall be subject to the treatment set forth in Section 6.7 of the Plan.

I. Financing

95. On the Effective Date, the Debtors shall enter into and perform, execute and deliver the Exit Facilities Documents. The Reorganized Debtors shall pay, as and when due, all fees, expenses, losses, damages, indemnities and other amounts, including any applicable refinancing premiums and applicable exit fees, provided under the DIP Facilities Documents related to the DIP Facilities and/or the Exit Facilities Documents relating to such Exit Facilities.

96. Entry of this Confirmation Order constitutes and shall be deemed to constitute (a) approval of the Exit Facilities and all transactions contemplated hereby and thereby, and all actions to be taken, undertakings to be made and obligations to be incurred by the Reorganized Debtors in connection therewith, including the payment of all fees, expenses, losses, damages, indemnities and other amounts provided for by the Exit Facilities Documents, and (b) authorization for the Reorganized Debtors to enter into and perform under the Exit Facilities Documents. The Exit Facilities Documents shall constitute legal, valid, binding and authorized obligations of the Reorganized Debtors, enforceable in accordance with their terms. The financial accommodations to be extended pursuant to the Exit Facilities Documents are being extended, and shall be deemed to have been extended, in good faith, for legitimate business purposes, are reasonable, shall not be subject to avoidance, recharacterization or subordination (including equitable subordination) for any purposes whatsoever, and shall not constitute preferential transfers, fraudulent conveyances or other voidable transfers under the Bankruptcy Code or any other applicable non-bankruptcy law.

97. All of the liens and security interests to be granted in accordance with the Exit Facilities Documents (a) are hereby approved; (b) shall be legal, binding and enforceable

liens on, and security interests in, the collateral granted under the respective Exit Facilities Documents in accordance with the terms of the Exit Facilities Documents; (c)(i) shall be automatically perfected as of the Effective Date, and (ii) the priorities of such liens and security interests shall be as set forth in the respective Exit Facilities Documents, in the case of this clause (ii), subject only to such liens and security interests as may be permitted under the Exit Facilities Documents; and (d) shall not be subject to avoidance, recharacterization or subordination (including equitable subordination) for any purposes whatsoever and shall not constitute preferential transfers, fraudulent conveyances or other voidable transfers under the Bankruptcy Code or any applicable non-bankruptcy law.

98. The Reorganized Debtors, the Exit Facilities Parties and all other secured parties (and each of their respective designees and agents) under such Exit Facilities Documents shall make all filings and recordings, and to obtain all governmental approvals and consents to establish and perfect such liens and security interests under the provisions of the applicable state, provincial, federal or other law (whether domestic or foreign) that would be applicable in the absence of the Plan and the Confirmation Order (it being understood that perfection of the liens and security interests granted under the Exit Facilities Documents shall occur automatically by virtue of the entry of this Confirmation Order and funding on or after the Effective Date, and any such filings, recordings, approvals and consents shall not be necessary or required), and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such liens and security interests to third parties.

99. For the avoidance of doubt, and notwithstanding the occurrence of the Effective Date or anything in the Plan to the contrary, each guarantee request, letter of credit, letter of guarantee and payment guarantee applied for by the Debtors and issued by Unicredit

Bank AG prior to the Petition Date (the “UniCredit Guarantees”) shall remain in effect until such Unicredit Guarantee expires or terminates in accordance with the terms thereof. On the Effective Date, the Debtors shall fully backstop or cash collateralize, in each case on terms reasonably acceptable to Unicredit Bank AG, Unicredit Bank AG’s obligations under the Unicredit Guarantees until such time as each Unicredit Guarantee, respectively, expires or terminates in accordance with the terms thereof.

J. Preservation of Causes of Action

100. Except as otherwise provided in the Plan, and subject in all respects to the release and exculpation provisions contained therein, as of the Effective Date, each Cause of Action of the Debtors shall be preserved and, along with the exclusive right to enforce such Cause of Action, shall vest exclusively in the applicable Reorganized Debtor as of the Effective Date. Unless a Cause of Action is expressly waived, relinquished, released or compromised in the Plan or an order of the Court, the Reorganized Debtors expressly reserve such Cause of Action for later adjudication and, accordingly, no doctrine of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise), laches or other preclusion doctrine shall apply to such Cause of Action as a consequence of the Confirmation, the Plan, the vesting of such Cause of Action in the Reorganized Debtors, any order of the Court or these Chapter 11 Cases. No Person may rely on the absence of a specific reference in the Plan or the Disclosure Statement to any Cause of Action against them as an indication that the Reorganized Debtors will not pursue such Cause of Action.

K. References to Plan Provisions

101. The failure specifically to include or to refer to any particular article, section or provision of the Plan, any Plan Document or any related document or agreement in this Confirmation Order shall not diminish or impair the effectiveness of such article, section or

provision nor constitute a waiver thereof, it being the intent of this Court that the Plan be confirmed in its entirety, the Plan Documents be approved in their entirety, and all be incorporated herein by this reference.

L. Binding Effect

102. Notwithstanding Bankruptcy Rule 3020(e), 6004(h) or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan and the Plan Documents shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, the Estates, any and all Holders of Claims and Interests (irrespective of whether such Holders have accepted, or are deemed to have accepted, the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring property under the Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors.

M. Cancellation of Existing Interests, Existing Indebtedness and Related Agreements

103. On the Effective Date, except as otherwise specifically provided for in the Plan, all rights of any Holder of Interests in the Debtors, including, without limitation, options or warrants to purchase Interests or obligating the Debtors to issue, transfer or sell Interests of the Debtors, shall be cancelled.

104. Upon the indefeasible payment in full in Cash of its Allowed Prepetition Credit Agreement Claim or Allowed Senior Subordinated Noteholder Claim (including Make-Whole Settlement), each Holder of such Allowed Claim shall be deemed to have surrendered its respective loan or note, and all such surrendered loans, notes, loan documents and indentures shall be deemed to be cancelled as to the Debtors pursuant to Section 6.16 of the Plan, except to the extent otherwise provided herein. Such Claims shall be cancelled solely with respect to the Debtors, and such cancellation shall not alter the obligations or rights of any non-Debtor third

parties vis-à-vis one another with respect to such Claims. Upon the indefeasible payment in full in Cash of all Allowed Prepetition Credit Agreement Claims and Allowed Senior Subordinated Noteholder Claims (including Make-Whole Settlement), or promptly thereafter, Holders of such Allowed Claims and Deutsche Bank AG and Deutsche Luxembourg S.A. shall deliver to the Debtors or, after the Effective Date, the Reorganized Debtors, any termination statements, instruments of satisfaction, or releases of all security interests with respect to the applicable Allowed Claim that may reasonably be required in order to terminate any related financing statements, mortgages, mechanic's liens, or *lis pendens*, and take any and all other steps reasonably requested by the Debtors or, after the Effective Date, the Reorganized Debtors, that are necessary to cancel and/or extinguish any Liens or security interests securing such Claim; *provided, however*, that the Debtors or Reorganized Debtors, as applicable, shall be solely responsible for all costs and expenses associated with any of the foregoing actions or requests.

105. Except as otherwise set forth in the Plan, upon the indefeasible payment in full in Cash of all Allowed Prepetition Credit Agreement Claims and Allowed Senior Subordinated Noteholder Claims (including Make-Whole Settlement), the Prepetition Credit Agreement Documents and Senior Subordinated Notes Indenture, respectively, shall terminate, except as necessary to (i) enforce the rights and Claims of the respective agent or trustee vis-à-vis the applicable lenders or holders and any parties other than the Debtors, including, for avoidance of doubt, pursuant to the Intercreditor Agreement, (ii) allow the respective agent or trustee to receive distributions under the Plan and to distribute them to the applicable lenders or holders in accordance with the terms of the applicable documents, and (iii) preserve any rights of the Prepetition Credit Agreement Agent and Senior Subordinated Notes Paying Agent to payment of outstanding fees, expenses and indemnification obligations as against any money or

property distributable to Holders of Prepetition Credit Agreement Claims or Senior Subordinated Noteholder Claims under the Prepetition Credit Agreement Documents and Senior Subordinated Notes Indenture, respectively. If the record Holder of Senior Subordinated Notes is DTC or its nominee or another securities depository or custodian thereof, and such Senior Subordinated Notes are represented by a global security held by or on behalf of DTC or such other securities depository or custodian, then each Holder of the applicable Senior Subordinated Notes shall be deemed to have surrendered such Holder's note, debenture, or other evidence of indebtedness upon surrender of such global security by DTC or such other securities depository or custodian thereof.

N. Exemption from Registration

106. The solicitation of acceptances and rejections of the Plan was exempt from the registration requirements of the Securities Act and applicable state securities laws, and no other non-bankruptcy law applies to the solicitation.

107. Except with respect to any Person that is an "underwriter" (as defined in section 1145(b) of the Bankruptcy Code) or an "affiliate" (as defined in the Securities Act), the issuance of the 1145 Offered Shares to the 1145 Eligible Holders in the 1145 Rights Offering pursuant to the 1145 Rights Offering Procedures, the issuance of the Backstop Commitment Fee Shares to the Equity Backstop Parties in accordance with the terms of the Equity Backstop Commitment Agreement, the issuance of Series B Preferred Stock to Honeywell and the issuance of GMI Common Stock to Holders of Existing Common Stock under Article 4 of the Plan shall be exempt from registration under Section 5 of the Securities Act (and any applicable Blue Sky Laws) under section 1145(a)(1) of the Bankruptcy Code. In addition, the issuance of the Accredited Investor Offered Shares to Accredited Investor Eligible Holders in the Accredited Investor Rights Offering pursuant to the Accredited Investor Rights Offering Procedures and the

issuance of shares of Convertible Series A Preferred Stock (including Unsubscribed Shares) to the PSA Investors pursuant to the Equity Backstop Commitment Agreement and the Plan Support Agreement shall be exempt from registration under Section 5 of the Securities Act in reliance upon the registration exemption provided in Section 4(a)(2) of the Securities Act (including, with respect to the Accredited Investor Offered Shares issued under the Accredited Investor Rights Offering, Rule 506 of Regulation D thereunder).

108. To the extent section 1145 of the Bankruptcy Code is applicable, the Securities to be issued under the Plan (a) are not “restricted securities” as defined in Rule 144(a)(3) under the Securities Act, and (b) are freely tradable and transferable by any initial recipient thereof that (i) is not an “affiliate” of the Debtors as defined in Rule 144(a)(1) under the Securities Act, (ii) has not been such an “affiliate” within 90 days of such transfer, and (iii) is not an entity that is an “underwriter” as defined in Section 1145(b) of the Bankruptcy Code. New GMI need not provide any further evidence other than the Plan or the Confirmation Order with respect to the treatment of the Securities to be issued under the Plan (including any Securities issued upon conversion of Securities issued under the Plan) under applicable securities laws to any party, including Equiniti Trust Company, acting as transfer agent to New GMI (the “Transfer Agent”), in connection with book-entry delivery, settlement or depository services. DTC or the Transfer Agent, as applicable, shall be required to accept and conclusively rely upon the Plan and Confirmation Order in lieu of a legal opinion regarding whether the Securities issued under the Plan (or issued upon conversion of Securities issued under the Plan) are exempt from registration and/or eligible for book-entry delivery, settlement, and depository services. No entity (including, for the avoidance of doubt, DTC and the Transfer Agent) may require a legal opinion regarding the validity of any transaction contemplated by the Plan, including, for the

avoidance of doubt, whether the Securities issued under the Plan or issued upon conversion of Securities issued under the Plan are exempt from registration and/or eligible for book-entry delivery, settlement, and depository services.

109. To the extent Securities are issued pursuant to the Plan, the Equity Backstop Commitment Agreement, and the Accredited Investor Rights Offering in reliance on section 4(a)(2) of the Securities Act (including, with respect to the issuance of the Accredited Investor Offering Shares in the Accredited Investor Rights Offering, Rule 506 of Regulation D thereunder), the offering, issuance, exchange, or distribution of such Securities shall be exempt from, among other things, the registration requirements of section 5 of the Securities Act. Any such Securities shall be “restricted securities” as defined in Rule 144(a)(3) under the Securities Act and shall only be transferable if registered under the Securities Act or if transferred pursuant to an exemption from the registration requirements of the Securities Act and other applicable securities laws.

O. Registration Rights Agreement

110. The obligations under the Registration Rights Agreement shall, as of the Effective Date, constitute legal, valid, binding and authorized obligations of the Reorganized Debtors, enforceable in accordance with its terms. The Reorganized Debtors are authorized, without further approval of this Court, to execute and deliver all agreements, documents, instruments and certificates relating to the Registration Rights Agreement and to perform their obligations thereunder in accordance with, and subject to, the terms of such agreement.

P. Series A Investor Rights Agreement

111. On the Effective Date, the Reorganized Debtors shall, and are hereby authorized to, enter into and effectuate the Series A Investor Rights Agreement. The Reorganized Debtors are authorized, without further approval of this Court, to execute and

deliver all agreements, documents, instruments and certificates relating to the Series A Investor Rights Agreement and to perform their obligations thereunder in accordance with, and subject to, the terms of such agreement.

Q. Provisions Governing Distributions

112. All distributions pursuant to the Plan shall be made in accordance with Article 9 of the Plan. Except as otherwise set forth in the Plan, the Distribution Agent, at the direction of the Debtors or, after the Effective Date, the Reorganized Debtors, shall make all distributions required under Article 9 of the Plan and funded in accordance with Section 6.2 of the Plan.

R. Treatment of Executory Contracts and Unexpired Leases

113. The Executory Contract and Unexpired Lease provisions of Article 8 of the Plan are hereby approved.

114. Notwithstanding anything to the contrary in the Plan, this Confirmation Order, any Schedule of Executory Contracts and Unexpired Leases or any Cure Notice, the Reorganized Debtors are assuming, as of the Effective Date, pursuant to sections 365 and 1123 of the Bankruptcy Code, all Executory Contracts and Unexpired Leases, including any purchase orders, terms and conditions, arrangements, understandings, agreements, amendments, instruments and other documents executed or delivered in connection with any of the foregoing, in each case, other than the Honeywell Terminated Agreements (collectively, the “Agreements”), in their entirety, without modification of any kind and subject to the terms, provisions and conditions set forth in such Agreements.

115. The Reorganized Debtors assume and agree to pay, perform and discharge when due, regardless of when arising, whether known or unknown, any and all unfulfilled obligations of the Debtors under the Agreements, including, but not limited to, warranty, recall

and product liability obligations of the Debtors in respect of any goods or services supplied by the Debtors under the Agreements. Notwithstanding Sections 8.2, 11.1, 11.5, 11.9 and 11.11 of the Plan, all such obligations (whether or not constituting Cure Costs) shall remain fully enforceable against the Reorganized Debtors.

116. The Honeywell Terminated Agreements that are Executory Contracts or Unexpired Leases will be deemed rejected as of the Effective Date in accordance with sections 365 and 1123 of the Bankruptcy Code, pursuant to the Honeywell Settlement.

117. Notwithstanding anything to the contrary in the Plan, this Confirmation Order, any Schedule of Executory Contracts and Unexpired Leases or any Cure Notice, the Reorganized Debtors (i) will not assume on the Effective Date any Agreements with Fuel Cell Systems Manufacturing LLC and (ii) will only assume on the Effective Date the Agreements with General Motors LLC and its applicable affiliates and subsidiaries (collectively, “General Motors”) set forth on the agreed schedule exchanged between the parties and will not assume any other Agreements with General Motors on the Effective Date, in each case subject to further discussions among the relevant parties and resolution of the pending objections. All parties’ rights are reserved with respect to the remaining Agreements not being assumed on the Effective Date.

S. Honeywell Contracts

118. Notwithstanding anything to the contrary in the Plan, this Confirmation Order, any Schedule of Assumed Executory Contracts and Unexpired Leases, any Cure Notice, or any other order entered in the Chapter 11 Cases, on the Effective Date, the Debtors shall assume that certain Separation and Distribution Agreement, dated as of September 27, 2018, by and between Honeywell International Inc. and Garrett Motion Inc., including all schedules thereto (collectively, the “Separation and Distribution Agreement”) pursuant to sections 365 and

1123 of the Bankruptcy Code, subject in all respects to the mutual releases set forth in section 11.13 of the Plan, and in the event of any conflict between the Separation and Distribution Agreement and the terms of the mutual releases set forth in section 11.13 of the Plan, the mutual releases shall control; *provided, however*, (i) Section 6.02 of the Separation and Distribution Agreement shall be deemed modified to provide for indemnification by SpinCo of the Honeywell Indemnitees solely for Liabilities of the Honeywell Indemnitees (x) provided in 6.02(b) of the Separation and Distribution Agreement or (y) to the extent relating to, arising out of or resulting from litigation commenced by a third-party against a Honeywell Indemnitee relating to the operation or conduct of the SpinCo Business whether conducted prior to or after the Distribution and (ii) Section 6.03 of the Separation and Distribution Agreement shall be deemed modified to provide for indemnification by Honeywell of the Spinco Indemnitees solely for Liabilities of the SpinCo Indemnitees (x) provided in 6.03(b) of the Separation and Distribution Agreement or (y) to the extent relating to, arising out of or resulting from litigation commenced by a third-party against a SpinCo Indemnitee relating to the operation or conduct of the Honeywell Business whether conducted prior to or after the Distribution. For the avoidance of doubt, all capitalized terms used in this paragraph 118 but not otherwise defined in the Plan or this Confirmation Order shall have the meanings ascribed to them in the Separation and Distribution Agreement.

119. After the Effective Date, the Reorganized Debtors and Honeywell will continue to address claims arising under ordinary course business dealings or commercial contracts or related to ongoing services or amounts owed under the Employee Matters Agreement, Intellectual Property Agreement, Trademark License Agreement, Transition Services Agreement, or Cash Repatriation Agreement (each as defined in Honeywell's proof of

claim) in good faith and in the ordinary course of business, in consultation with the Plan Sponsors and subject to the Plan Sponsors' consent (such consent not to be unreasonably withheld, conditioned or delayed).

T. Vesting of Assets in the Reorganized Debtors

120. Except as otherwise provided in the Plan or in any contract, instrument, release or other agreement or document created pursuant to the Plan or in the Confirmation Order, upon the Effective Date, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, all property (including all interests, rights and privileges related thereto) of each of the Debtors shall vest in each of the respective Reorganized Debtors free and clear of all Claims, Liens, encumbrances, charges and Interests. All Liens, Claims, encumbrances, charges and Interests shall be deemed fully released and discharged as of the Effective Date, except as otherwise provided in the Plan or the Confirmation Order. Except as otherwise provided in the Plan or the Confirmation Order, as of the Effective Date, the Reorganized Debtors may operate their businesses and may use, acquire, and dispose of property and settle and compromise Claims and Interests without supervision or approval by the Court and free of any restrictions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules and in all respects as if there were no pending cases under any chapter or provision of the Bankruptcy Code with respect to the Debtors.

U. Effectiveness of All Actions

121. All actions contemplated by the Plan, including all actions in connection with the Plan Documents, are hereby effective and authorized to be taken on, prior to or after the Effective Date, as applicable, without further order of the Court, or further action by the respective officers, directors, managers, members or equity holders of the Debtors or the

Reorganized Debtors, and with the effect that such actions had been taken by unanimous action of such officers, directors, managers, members or equity holders.

V. Release of Liens

122. Except as otherwise provided in the Plan, or in any contract, instrument, release or other agreement or document created pursuant to the Plan or the Confirmation Order, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan, and, in the case of a DIP Claim, Senior Subordinated Noteholder Claim, or Secured Claim, indefeasible payment and satisfaction in full in cash of the portion of the DIP Claim, Senior Subordinated Noteholder Claim, or Secured Claim that is Allowed as of the Effective Date in accordance with the Plan, all mortgages, deeds of trust, Liens, pledges or other security interests against any property of the Estates shall be fully released, settled, discharged and compromised, and all rights, titles and interests of any holder of such mortgages, deeds of trust, Liens, pledges or other security interests against any property of the Estates shall revert to the applicable Debtor and its successors and assigns. The Debtors or, after the Effective Date, the Reorganized Debtors shall be authorized to execute and file any necessary or desirable documents to evidence such release in the name of the party secured by such pre-Effective Date mortgages, deeds of trust, Liens, pledges or other security interests.

W. Releases, Exculpations, Injunction and Related Provisions

123. Article 11 of the Plan, including the releases, exculpation, discharge and injunction contained therein, is hereby approved and authorized.

124. Nothing in the Plan or this Confirmation Order shall affect any release granted under any prior order of this Court, all of which remain in full force and effect in accordance with their respective terms.

X. Subordinated Claims

125. The allowance, classification and treatment of all Allowed Claims and Interests and the respective distributions and treatments under the Plan take into account, conform to, and satisfy the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal and equitable subordination rights relating thereto; *provided, however*, that the Debtors reserve the right to reclassify or modify the treatment of any Allowed Claim or Interest in accordance with any contractual, legal, or equitable subordination relating thereto, unless otherwise provided in a settlement agreement concerning such Allowed Claim or Interest, *provided, further*, that in no event shall the Prepetition Credit Agreement Claims, Senior Subordinated Noteholder Claims, or DIP Claims be reclassified or subordinated pursuant to section 510 of the Bankruptcy Code, principles of equitable subordination or otherwise.

Y. Professional Fee Claims

126. All final requests for payment of Professional Fee Claims shall be filed and served no later than 30 days after the Effective Date. The Court shall determine the Allowed amounts of such Professional Fee Claims. Any objections to Professional Fee Claims must be filed and served on the Debtors and the requesting party no later than 30 days after service of the final request for payment of Professional Fee Claims. Except to the extent that the applicable Holder of an Allowed Professional Fee Claim agrees to less favorable treatment with the Debtors or, after the Effective Date, the Reorganized Debtors, each Holder of a Professional Fee Claim that has been approved by the Court shall be paid in full in Cash.

127. In accordance with Section 3.2.2 of the Plan, the Debtors shall fund the Professional Fee Escrow Account on or prior to the Effective Date with Cash equal to the aggregate Professional Fee Reserve Amount for all Professionals. The Professional Fee Escrow

Account shall be maintained in trust for the Professionals. Such funds in the Professional Fee Escrow Account shall not constitute property of the Debtors' Estates, except as provided in the last sentence of this paragraph. The amount of Professional Fee Claims owing to the Professionals on and after the Effective Date shall be paid in Cash to such Professionals from funds held in the Professional Fee Escrow Account, without interest or other earnings therefrom, as soon as reasonably practicable after such Claims are Allowed by a Court order; provided that the Debtors' obligation with respect to Professional Fee Claims will not be limited nor be deemed to be limited in any way to the balance of funds held in the Professional Fee Escrow Account. When all Allowed Professional Fee Claims have been paid in full, amounts remaining in the Professional Fee Escrow Account, if any, shall revert to the Reorganized Debtors, without any further notice to, action, order, or approval of the Court or by any other Entity.

128. In accordance with Section 3.2.3 of the Plan, to receive payment for unbilled fees and expenses incurred through and including the Effective Date, the Professionals shall estimate their accrued Professional Fee Claims prior to and as of the Confirmation Date, along with an estimate of fees and expenses to be incurred through and including the Effective Date, and shall deliver such good faith estimates to the Debtors and counsel to the Plan Sponsors, Honeywell and the Additional Investors by no later than seven days before the Effective Date; *provided, however*, that such estimates shall not be considered an admission or limitation with respect to the fees and expenses of such Professional. If a Professional does not provide such estimate, the Debtors may estimate the unbilled fees and expenses of such Professional. The total amount so estimated shall comprise the Professional Fee Reserve Amount. To the extent the Professional Fee Reserve Amount is not sufficient to pay all Allowed Professional Fee Claims in full, the remaining aggregate amount of the Allowed Professional Fee Claims shall be

paid by the Debtors.

Z. Post-Effective Date Fees and Expenses

129. Except as otherwise specifically provided in the Plan, from and after the Effective Date, the Reorganized Debtors may, in the ordinary course of business and without any further notice to or action, order or approval of the Court, pay in Cash the legal, professional or other fees and expenses related to the implementation and consummation of the Plan incurred by the Reorganized Debtors or any Professional following the Effective Date. Upon the Effective Date, any requirement that Professionals comply with sections 327 through 331 and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and each Reorganized Debtor may employ and pay any Professional for services rendered or expenses incurred after the Effective Date in the ordinary course of business without any further notice to or action, order or approval of the Court.

AA. DIP Claims

130. All DIP Claims shall be Allowed in the full amount due and owing under the DIP Facility Documents and the Final DIP Order. For the avoidance of doubt, the DIP Claims shall not be subject to any avoidance, reduction, setoff, recoupment, recharacterization, subordination (equitable, contractual or otherwise), counterclaim, defense, disallowance, impairment, objection or any challenges under applicable law or regulation.

131. Except to the extent that a Holder of an Allowed DIP Claim agrees to a less favorable treatment, on the Effective Date, each Holder of an Allowed DIP Claim shall receive Cash equal to the full amount of its Allowed DIP Claims in full and final satisfaction of such Claims. Distributions to Holders of DIP Claims shall be deemed completed when made to (or at the direction of) the DIP Agent, which shall be deemed to be the Holder of such Claims for purposes of distributions to be made hereunder. Once received by the DIP Agent, distributions

shall be made as soon as practicable to the Holders of Allowed DIP Claims in accordance with the DIP Agreement. If the DIP Agent is unable to make, or consents to the Reorganized Debtors making, such distributions, the Reorganized Debtors, with the DIP Agent's cooperation, shall make such distributions to the extent practicable to do so.

132. Upon the indefeasible payment and satisfaction in full of all Allowed DIP Claims, and termination of all commitments made and incurred pursuant to the DIP Credit Agreement, the DIP Facility Documents and all Liens and security interests granted pursuant to the DIP Facility Documents, whether in the Chapter 11 Cases or otherwise, shall automatically terminate and be of no further force or effect, and all obligations of the Debtors or the Reorganized Debtors, as applicable, arising out of or related to the DIP Claims shall be automatically discharged and released, in each case, without further action by the DIP Agent or the DIP Lenders. The DIP Agent and the DIP Lenders shall take all actions to effectuate and confirm such termination, release, and discharge as reasonably requested by the Debtors or, after the Effective Date, the Reorganized Debtors, in each case at the sole expense of the Debtors or the Reorganized Debtors, as applicable.

BB. Statutory Fees Payable Pursuant to 28 U.S.C. § 1930

133. All fees due and payable pursuant to section 1930 of Title 28 of the U.S. Code prior to the Effective Date shall be paid by the Debtors on the Effective Date.

CC. Priority Tax Claims

134. Except to the extent that the applicable Holder of an Allowed Priority Tax Claim has been paid by the Debtors before the Effective Date, or such Holder agrees to less favorable treatment, each Holder of an Allowed Priority Tax Claim shall receive, on account of such Allowed Priority Tax Claim, at the option of the Debtors or, after the Effective Date, the Reorganized Debtors, (i) payment in full in Cash made on or as soon as reasonably practicable

after the Effective Date, (ii) regular installment payments in accordance with section 1129(a)(9)(C) of the Bankruptcy Code, or (iii) such other amounts and in such other manner as may be determined by the Court to provide the Holder of such Allowed Priority Tax Claim deferred Cash payments having a value, as of the Effective Date, equal to such Allowed Priority Tax Claim.

135. The Reorganized Debtors shall have the right, in their sole discretion, to pay any Allowed Priority Tax Claim or any remaining balance of an Allowed Priority Tax Claim (together with accrued but unpaid interest) in full at any time after the Effective Date without premium or penalty.

DD. Ad Hoc Lender Group Expenses, Prepetition Credit Agreement Agent Expenses and Senior Subordinated Notes Trustee Expenses

136. Any outstanding and unpaid Ad Hoc Lender Group Expenses incurred, or estimated to be incurred, up to and including the Effective Date shall be paid in full in Cash on the Effective Date without the requirement to file a fee application with the Court or comply with any guidelines of the U.S. Trustee, and, subject to the Final DIP Order, without any requirement for review or approval by the Court or any Entity. All Ad Hoc Lender Group Expenses to be paid on the Effective Date shall be estimated, as necessary, prior to and as of the Effective Date and such estimate shall be delivered to the Debtors; *provided* that such estimate shall not be considered an admission or limitation with respect to such Ad Hoc Lender Group Expenses. In addition, the Debtors or the Reorganized Debtors shall continue to pay the Ad Hoc Lender Group Expenses, as necessary, after the Effective Date when due and payable in the ordinary course solely to the extent related to implementation, consummation and defense of the Plan, whether incurred before, on or after the Effective Date, without any requirement for review or approval by the Court or any Entity.

137. Any outstanding and unpaid Prepetition Credit Agreement Agent Expenses incurred, or estimated to be incurred, up to and including the Effective Date, shall be paid in full in Cash on the Effective Date without the requirement to file a fee application with the Court or comply with any guidelines of the U.S. Trustee, and, subject to the Final DIP Order, without any requirement for review or approval by the Court or any Entity. All Prepetition Credit Agreement Agent Expenses to be paid on the Effective Date shall be estimated, as necessary, prior to and as of the Effective Date and such estimate shall be delivered to the Debtors; provided that such estimate shall not be considered an admission or limitation with respect to such Prepetition Credit Agreement Agent Expenses.

138. Any outstanding and unpaid Senior Subordinated Notes Indenture Trustee Expenses incurred, or estimated to be incurred, up to and including the Effective Date, shall be paid in full in Cash on the Effective Date without the requirement to file a fee application with the Court or comply with any guidelines of the U.S. Trustee, and, subject to the Final DIP Order, without any requirement for review or approval by the Court or any Entity. All Senior Subordinated Notes Indenture Trustee Expenses to be paid on the Effective Date shall be estimated, as necessary, prior to and as of the Effective Date and such estimate shall be delivered to the Debtors; provided that such estimate shall not be considered an admission or limitation with respect to such Senior Subordinated Notes Indenture Trustee Expenses.

EE. Transaction Expenses

139. On the Effective Date, the Reorganized Debtors shall, to the extent invoiced at least two days prior to the Effective Date (which invoice may include good faith estimates of Transaction Expenses to be incurred by a PSA Professional through the Effective Date), pay the Transaction Expenses, in each case, whether accrued prepetition or postpetition, to the extent not otherwise paid during the Chapter 11 Cases; *provided* that any estimated

Transaction Expenses shall not be considered an admission or limitation with respect to such PSA Professional's fees and expenses; *provided, further*, for the avoidance of doubt, no invoices shall be required to include itemized time detail. The Transaction Expenses shall be payable without the requirement to (a) file retention applications, fee applications, or any other applications in the Chapter 11 Cases, or (b) comply with any guidelines of the U.S. Trustee. The Transaction Expenses shall be Allowed in full as Administrative Expense Claims upon incurrence, and shall not be subject to any offset, defense, counterclaim, reduction, or credit. The Transaction Expenses shall (1) not be subject to the Administrative Claims Bar Date and (2) be payable without an application to the Bankruptcy Court and without notice and a hearing.

FF. Administrative Expense Claims

140. Except to the extent that the applicable Holder of an Allowed Administrative Expense Claim agrees to less favorable treatment with the Debtors or, after the Effective Date, the Reorganized Debtors, each Holder of an Allowed Administrative Expense Claim shall receive, on account of such Allowed Administrative Expense Claim to the extent any portion of such Allowed Administrative Expense Claim has not been paid in full during the course of the Chapter 11 Cases, payment in full in Cash (i) on or as soon as reasonably practicable after the later of the Effective Date and the date such Claim is Allowed, (ii) if such Allowed Administrative Expense Claim is for goods and services provided to the Debtors in the ordinary course of business, in accordance with the terms and conditions of the applicable transaction documentation or course of business dealings with the applicable Debtor, (iii) as otherwise may be agreed upon by such Holder and the applicable Debtor or, after the Effective Date, Reorganized Debtor, or (iv) as otherwise ordered by the Court.

141. Absent order of the Court to the contrary, and except for Transaction Expenses, all requests for payment of Administrative Expense Claims that accrued on or before

the Effective Date (other than on account of Professional Fee Claims and U.S. Trustee Fees) must be filed with the Notice and Claims Agent and served on counsel for the Debtors by the Administrative Expense Claim Bar Date. Any Holder of an Administrative Expense Claim who is required to, but does not, file and serve a request for payment of such Administrative Expense Claim pursuant to the procedures specified in this Confirmation Order on or prior to the Administrative Expense Claim Bar Date shall be forever barred, estopped and enjoined from asserting such Administrative Expense Claim against the Debtors or the Reorganized Debtors or their respective property, and such general Administrative Expense Claim shall be deemed discharged as of the Effective Date. The Administrative Expense Claim Bar Date shall be the 30th day after the notice of entry of the Effective Date.

GG. Section 1146 Exemption from Certain Transfer Taxes and Recording Fees

142. Pursuant to, and to the fullest extent permitted by, section 1146(a) of the Bankruptcy Code, any transfers from the Debtors to the Reorganized Debtors or to any other Entity, pursuant to, in contemplation of, or in connection with the Plan (including any transfer pursuant to: (i) the issuance, distribution, transfer, or exchange of any debt, equity security, or other interest in the Debtors or the Reorganized Debtors; (ii) the creation, modification, consolidation, assumption, termination, refinancing and/or recording of any mortgage, deed of trust or other security interest, or the securing of additional indebtedness by such or other means; (iii) the making, assignment or recording of any lease or sublease; (iv) the grant of collateral as security for any or all of the New Exit Facilities; or (v) the making, delivery or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan) shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles

or similar tax, mortgage tax, real estate transfer tax, sales and use tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment, and the appropriate state or local government officials or agents shall, and shall be directed to, forgo the collection of any such tax, recordation fee or government assessment and to accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee or government assessment. The Court shall retain specific jurisdiction with respect to these matters.

143. Each federal, state, commonwealth, local, foreign, or other governmental agency is directed and authorized to accept the validity of (a) any and all documents, trust agreements, mortgages, and instruments, and (b) all actions of the Debtors that are necessary or appropriate to effectuate, implement, or consummate the transactions contemplated by the Plan, this Confirmation Order, and the agreements created or contemplated by the Plan or this Confirmation Order, without payment of any recording tax, stamp tax, transfer tax, or similar tax imposed by state or local law.

HH. Retention of Jurisdiction

144. Notwithstanding the entry of this Confirmation Order and the occurrence of the Effective Date, this Court shall retain exclusive jurisdiction over all matters arising out of, or related to, these Chapter 11 Cases and the Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including jurisdiction over those matters set forth in Article 14 of the Plan, in each case, unless Article 14 of the Plan provides otherwise.

II. Authorization to Take Actions to Implement and Consummate the Plan

145. Pursuant to section 1142(b) of the Bankruptcy Code, each of the Debtors and the Reorganized Debtors are hereby authorized and empowered to take such actions as may be necessary or appropriate to effectuate and implement the provisions of the Plan and any other

Plan Documents, without the need for any approvals, authorizations, actions or consents except for those expressly required pursuant hereto.

JJ. Intercompany Claims and Interests

146. Notwithstanding anything herein to the contrary, on the Effective Date, each Allowed Intercompany Claim and each Allowed Intercompany Interest shall either be Reinstated or cancelled and released without any distribution, as reasonably agreed between the Debtors, Honeywell, the Plan Sponsors and the Requisite Additional Investors.

KK. Dissolution of the Committees

147. After the Effective Date, the Committees' functions shall be restricted to and shall not be heard on any issue except applications filed pursuant to sections 330 and 331 of the Bankruptcy Code. Upon the resolution of all matters set forth in the prior sentence, each of the Committees shall dissolve, and the members thereof shall be released and discharged from all rights and duties arising from, or related to, the Chapter 11 Cases in accordance with the Plan.

LL. Modifications or Amendments

148. The Plan may only be amended, modified or supplemented by the Debtors in accordance with Section 13.1 of the Plan. All modifications and amendments to the Plan since the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code, and do not require additional disclosure or resolicitation under Bankruptcy Rule 3019. No Holder of a Claim or Interest shall be permitted to change its vote as a consequence of the Plan modifications unless otherwise agreed to by the Holder of the Claim or Interest and the Debtors and such change is approved by the Court in accordance with Bankruptcy Rule 3018(a). Prior to the Effective Date, and subject to compliance with Section 13.1 of the Plan, the Debtors may make additional appropriate technical adjustments or modifications to the Plan, without further order or approval of the Court.

MM. Effect of Conflict between Plan and Confirmation Order

149. If there is any direct conflict between the terms of the Plan or any of the Plan Documents and the terms of this Confirmation Order, the terms of this Confirmation Order shall control.

NN. Notice of Entry of Confirmation Order and Occurrence of Effective Date

150. In accordance with Bankruptcy Rules 2002(f)(7), 2002(k) and 3020(c), within 15 Business Days following the occurrence of the Effective Date, the Debtors shall serve notice of entry of this Confirmation Order and occurrence of the Effective Date on all parties served with the Confirmation Hearing Notice in substantially the form of the notice annexed hereto as Exhibit B, which form is hereby approved, to be delivered to such parties by first-class mail, postage prepaid, or by electronic mail as authorized in the Solicitation Procedures Order; *provided* that no notice or service of any kind shall be required to be mailed or made upon any Entity to whom the Debtors served the notice of the Confirmation Hearing, but received such notice returned marked “undeliverable as addressed,” “moved, left no forwarding address” or “forwarding order expired,” or similar reason and the Debtors have made a reasonable effort to ascertain an alternative mailing address, unless the Debtors have been informed in writing by such Entity, or are otherwise aware, of that Entity’s new address; *provided, further*, that the Debtors may, within their reasonable discretion, determine to serve separate notices of entry of this Confirmation Order and occurrence of the Effective Date on the parties and in the manner described above, each of such separate notice to be, in relevant part, in substantially the form of the notice annexed hereto as Exhibit B.

151. Mailing of the notice of entry of this Confirmation Order and occurrence of the Effective Date in the time and manner set forth in the previous paragraph shall be good

and sufficient notice under the particular circumstances in accordance with the requirements of Bankruptcy Rules 2002 and 3020(c), and no further notice shall be necessary.

OO. Injunctions and Automatic Stay

152. Unless otherwise provided in the Plan or in this Confirmation Order, all injunctions or stays in effect in these Chapter 11 Cases and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or this Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or this Confirmation Order shall remain in full force and effect in accordance with their terms.

153. This Confirmation Order shall permanently enjoin the commencement or prosecution by any Person, whether directly, derivatively or otherwise, of any Claims, Interests, Causes of Action, obligations, suits, judgments, damages, demands, debts, rights or liabilities released or discharged pursuant to the Plan.

PP. Nonseverability of Plan Provisions Upon Confirmation

154. Each term and provision of the Plan, as it may have been altered or interpreted herein, is: (a) valid and enforceable pursuant to its terms; (b) integral to the Plan and may not be deleted or modified except in accordance with Section 13.1 of the Plan; and (c) nonseverable and mutually dependent.

QQ. Reversal, Stay, Modification or Vacatur of Confirmation Order

155. Except as otherwise provided in this Confirmation Order, if any or all of the provisions of this Confirmation Order are hereafter reversed, modified, vacated, or stayed by subsequent order of this Court, or any other court, such reversal, modification, vacatur or stay shall not affect the validity or enforceability of any act, obligation, indebtedness, liability, priority, or Lien incurred or undertaken by the Debtors, the Reorganized Debtors, or any other

party authorized or required to take action to implement the Plan, as applicable, prior to the effective date of such reversal, modification, vacatur or stay. Notwithstanding any such reversal, modification, vacatur or stay of this Confirmation Order, any act or obligation incurred or undertaken pursuant to, or in reliance on this Confirmation Order prior to the effective date of such reversal, modification, vacatur or stay shall be governed in all respects by the provisions of this Order, the Plan, the Plan Documents, or any amendments or modifications to the foregoing.

RR. Authorization to Consummate

156. The Debtors are authorized to consummate the Plan on any Business Day selected by the Debtors after the entry of this Confirmation Order, subject to satisfaction or waiver (in accordance with Section 12.2 of the Plan) of the conditions to the Effective Date set forth in Section 12.1 of the Plan. The Plan shall not become effective unless and until the conditions set forth in Section 12.1 of the Plan have been satisfied or waived in accordance with Section 12.2 of the Plan.

TT. Tax Withholding

157. In connection with the Plan, to the extent applicable, the Debtors, the Reorganized Debtors and the Distribution Agent shall comply with all tax withholding and reporting requirements imposed on them by any federal, state, local or foreign tax law, and all distributions pursuant hereto shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Debtors, the Reorganized Debtors and the Distribution Agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including withholding in kind, liquidating a portion of the distributions to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions, or establishing any other mechanisms they believe are

reasonable and appropriate. For purposes of the Plan, any withheld amount (or property) shall be treated as if paid to the applicable claimant. Each Reorganized Debtor shall have the right to allocate all distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support and other spousal awards, liens and encumbrances. Distributions in full or partial satisfaction of Allowed Claims shall be allocated first to trust fund type taxes, then to other taxes, and then to the principal amount of Allowed Claims, with any excess allocated to unpaid interest that has accrued on such Claims.

UU. Waiver of 14-Day Stay

158. Notwithstanding any Bankruptcy Rule (including, without limitation, Bankruptcy Rules 3020(e), 6004(h), 6006(d) and 7062), this Confirmation Order is effective immediately and not subject to any stay, sufficient cause having been shown.

VV. Substantial Consummation

159. On the Effective Date, the Plan shall be deemed substantially consummated under sections 1101 and 1127(b) of the Bankruptcy Code.

WW. Debtors' Actions Post-Confirmation Through the Effective Date

160. During the period from entry of this Confirmation Order through and until the Effective Date, each of the Debtors shall continue to operate their business as a debtor in possession, subject to the oversight of the Court as provided under the Bankruptcy Code, the Bankruptcy Rules, this Confirmation Order and any Final Order of the Court.

XX. Final Order

161. This Confirmation Order is intended to be a Final Order and the period in which an appeal must be filed shall commence upon the entry hereof.

Dated: _____

New York, New York

The Honorable Michael E. Wiles
United States Bankruptcy Judge

Exhibit A

Plan

Exhibit B

Notice of Confirmation

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Brian D. Glueckstein
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Counsel to the Debtors

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

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

**NOTICE OF (I) ENTRY OF ORDER CONFIRMING THE DEBTORS’
AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION
UNDER CHAPTER 11 OF THE BANKRUPTCY CODE
AND (II) OCCURRENCE OF EFFECTIVE DATE**

PLEASE TAKE NOTICE that on April [•], 2021, the Honorable Michael E. Wiles, United States Bankruptcy Judge for the United States Bankruptcy Court for the Southern District of New York, entered the *Findings of Fact, Conclusions of Law and Order Confirming the Amended Joint Chapter 11 Plan of Reorganization of Garrett Motion Inc. and its Debtor Affiliates* [D.I. [•]] (the “Confirmation Order”). The Confirmation Order, among other things, confirmed the *Debtors’ Amended Joint Chapter 11 Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [D.I. 1129] (including the Plan Supplement and all other exhibits and schedules thereto, as may be amended, modified or supplemented from time to time in accordance with its terms and the terms hereof, the “Plan”).²

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

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

PLEASE TAKE FURTHER NOTICE that on [•], 2021, the Effective Date of the Plan occurred. All conditions precedent to the Effective Date set forth in Article 12 of the Plan have been satisfied or waived in accordance with the Plan and the Confirmation Order.

PLEASE TAKE FURTHER NOTICE that in accordance with the Plan, any Holder of an Administrative Expense Claim (except as otherwise provided in the Plan) must file and serve a request for payment of such Administrative Expense Claim on or prior to the 30th day after the date hereof or will be forever barred, estopped and enjoined from asserting such Administrative Expense Claim against the Debtors or the Reorganized Debtors or their respective property, and such Administrative Expense Claim shall be deemed discharged as of the Effective Date.

PLEASE TAKE FURTHER NOTICE that Article 11 of the Plan and the Confirmation Order contain certain release, exculpation and injunction provisions that are binding on the Holders of Claims and Interests as set forth in more detail in the Plan and Confirmation Order.

PLEASE TAKE FURTHER NOTICE that the Plan and its provisions are immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, any and all Holders of Claims and Interests (irrespective of whether such Holders have accepted, or are deemed to have accepted, the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring property under the Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors and the respective heirs, executors, administrators, successors or assigns, affiliates, officers, directors, agents, representatives, attorneys, beneficiaries, or guardians, if any, of any of the foregoing.

PLEASE TAKE FURTHER NOTICE that copies of the Confirmation Order and the Plan may be obtained from the Court's website, <https://ecf.nysb.uscourts.gov>, for a nominal fee, or obtained free of charge by accessing the website of the Debtors' claims and noticing agent, <https://kccllc.net/garrettmotion/>.

Dated: [•], 2021
New York, New York

/s/ DRAFT
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Counsel to the Debtors

Exhibit B

Blackline

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

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

**FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER CONFIRMING
THE DEBTORS’ AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION
UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

Garrett Motion Inc. and its debtor affiliates, as debtors-in-possession in the above-captioned chapter 11 cases (collectively, the “Debtors”), having:²

- a. commenced, on September 20, 2020, these chapter 11 cases (collectively, the “Chapter 11 Cases”) by filing voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et. seq.* (the “Bankruptcy Code”), in the United States Bankruptcy Court for the Southern District of New York (the “Court”);
- b. continued to manage their assets as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code;
- c. entered into, on September 20, 2020, a Share and Asset Purchase Agreement with AMP U.S. Holdings, LLC and AMP Intermediate B.V. (together with their permitted designees, successors and permitted assigns, the “Stalking Horse Bidder”), which contemplated the sale of the Debtors’ assets;
- d. filed, on September 20, 2020, the *Debtors’ Motion for One or More Orders (I)(A) Authorizing and Approving Bid Procedures, (B) Authorizing and Approving the Stalking Horse Bid Protections, (C) Scheduling a Sale Hearing, (D) Authorizing and Approving Assumption and Assignment Procedures, (E) Approving Notice Procedures and (F) Granting Other Relief* [D.I. 18] (the “Bid Procedures Motion”);

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

² Capitalized terms used but not otherwise defined in this order (this “Confirmation Order”) shall have the meanings ascribed to such terms in the Plan, attached hereto as Exhibit A. The rules of interpretation set forth in Section 2.2 of the Plan shall apply to this Confirmation Order.

- e. commenced, on December 21, 2020, an auction (the “Auction”) in accordance with the Bid Procedures Order (as defined below);
- f. filed, on January 8, 2021, the *Notice of Successful Bidder* [D.I. 711] announcing that the Stalking Horse Bidder submitted the successful bid (the “Final Stalking Horse Bid”) at the Auction based on the written bids received in the Auction and that the Debtors were considering the most recent proposal (the “COH Group Proposal”) made by the parties to that certain Second Amended and Restated Coordination Agreement, dated as of November 2, 2020, by and among Honeywell International Inc., Oaktree Capital Management, L.P., Centerbridge Partners, L.P. and the additional parties named therein (the “COH Group”);
- g. filed, on January 8, 2021, the *Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [D.I. 712], the *Disclosure Statement for the Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [D.I. 713] and the *Debtors’ Motion for Entry of an Order (I) Approving the Disclosure Statement; (II) Establishing a Voting Record Date; (III) Approving Solicitation Packages and Solicitation Procedures; (IV) Approving the Forms of Ballots; (V) Establishing Voting and Tabulation Procedures; (VI) Establishing Notice and Objection Procedures for the Confirmation of the Plan and (VII) Approving the Rights Offering Procedures and the Rights Offering Materials* [D.I. 714] (the “Solicitation Procedures Motion”);
- h. filed, on January 11, 2021, the *Supplemental Notice* [D.I. 717] stating that, considering all of the proposals received, the Debtors have determined that the COH Group Proposal is higher and better than the Final Stalking Horse Bid;
- i. entered into, on January 11, 2021, the Plan Support Agreement (as may be amended, modified or supplemented from time to time, the “Plan Support Agreement”) with the Plan Sponsors, Honeywell, the Additional Investors and the Consenting Noteholders [D.I. 717];
- j. filed, on January 22, 2021, the *Debtors’ Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [D.I. 780, Ex. A] (including any Plan Supplement and all other exhibits and schedules thereto, as may be amended, modified or supplemented from time to time, the “Plan”) and the *Disclosure Statement for Debtors’ Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [D.I. 781, Ex. A] (including all exhibits and schedules thereto, as may be amended, modified or supplemented from time to time, the “Disclosure Statement”) reflecting the terms of the COH Group Proposal;
- k. entered into, on January 22, 2021, the Equity Backstop Commitment Agreement with Centerbridge, Oaktree and certain Additional Investors;
- l. filed, on January 22, 2021, the *Debtors’ Motion for an Order (I) Authorizing the Debtors to Enter Into and Perform Under (A) the Plan Support Agreement and (B) the Equity Backstop Commitment Agreement and (II) Granting Related Relief* [D.I. 783];
- m. filed, on January 27, 2021, a revised version of the Disclosure Statement [D.I. 806];

- n. entered into, on February 15, 2021, the amended and restated Plan Support Agreement, which added the Consenting Lenders as parties thereto [D.I. 911, Ex. A];
- o. filed, on February 15, 2021, revised versions of the Plan [D.I. 912] and the Disclosure Statement [D.I. 913];
- p. entered into, on March 9, 2021, the second amended and restated Plan Support Agreement [D.I. 990, Ex. A];
- q. entered into, on March 9, 2021, the Replacement Equity Backstop Commitment Agreement (the “Equity Backstop Commitment Agreement”) with the Equity Backstop Parties [D.I. 991, Ex. A];
- r. filed, on March 9, 2021, revised versions of the Plan [D.I. 993] and the Disclosure Statement [D.I. 994];
- s. filed, on March 12, 2021, solicitation versions of the Plan [D.I. 1018] and the Disclosure Statement [D.I. 1019];
- t. consistent with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the *Order (I) Approving the Disclosure Statement; (II) Establishing a Voting Record Date; (III) Approving Solicitation Packages and Solicitation Procedures; (IV) Approving the Forms of Ballots; (V) Establishing Voting and Tabulation Procedures; (VI) Establishing Notice and Objection Procedures for Confirmation of the Plan and (VII) Approving the Rights Offering Procedures and the Rights Offering Materials* [D.I. 1016] (the “Solicitation Procedures Order”), caused to be distributed, on March 19, 2021, the solicitation materials, as evidenced by the *Certificate of Service* [D.I. 1080] (the “KCC Certificate”);
- u. caused to be published, on March 19, 2021, the Confirmation Hearing Notice (as defined in the Solicitation Procedures Motion) in the *Financial Times* and *The New York Times*, as evidenced by the *Affidavit of Publication of the Notice of Hearing to Consider Confirmation of Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [D.I. 1082] (the “Publication Certification”);
- v. filed, on April 9, 2021, the Plan Supplement (as amended and supplemented from time to time, the “Plan Supplement”) [D.I. 1108];
- w. filed, on April 15, 2021, the *Notice of Filing of Proposed Plan Confirmation Order* [D.I. 1112];
- x. filed, on April 20, 2021, the *Debtors’ Memorandum of Law in Support of Confirmation of Debtors’ Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [D.I. 1126] (the “Plan Confirmation Brief”);
- y. filed, on April 20, 2021, the *Declaration of Pilar Tarry in Support of Confirmation of the Debtors’ Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [D.I. 1127] (the “Tarry Declaration”) and the *Declaration of Bruce Mendelsohn in*

Support of Confirmation of the Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code [D.I. 1128] (the "Mendelsohn Declaration" and together with the Tarry Declaration, the "Declarations");

- z. filed, on April 20, 2021, an amended operative version of the Plan [D.I. 1129];
- aa. filed, on April 20, 2021, an amended Plan Supplement [D.I. 1145];
- bb. filed, on April 21, 2021, the *Certification of James Lee With Respect to the Tabulation of Votes on the Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [D.I. 1147] (the "Voting Certification"); ~~and~~
- cc. filed, on April ~~11~~, 21, 2021, the *Notice of Filing of Revised Proposed Plan Confirmation Order* [D.I. ~~1150~~]; ~~and~~
- dd. filed, on April 22, 2021, the *Notice of Filing of Further Revised Proposed Plan Confirmation Order* [D.I. •].

This Court having:

- a. approved the Bid Procedures Motion and entered, on October 24, 2020, the *Order (A) Authorizing and Approving Bid Procedures, (B) Authorizing and Approving the Stalking Horse Bid Protections, (C) Scheduling a Sale Hearing, (D) Approving Notice Procedures and (E) Granting Other Relief* (the "Bid Procedures Order") [D.I. 282];
- b. entered, on March 12, 2021, the *Order (I) Authorizing the Debtors to Enter into and Perform Under (A) the Plan Support Agreement and (B) the Equity Backstop Commitment Agreement and (II) Granting Related* [D.I. 1015];
- c. entered, on March 12, 2021, the Solicitation Procedures Order, which approved, among other things, the Disclosure Statement, the solicitation procedures (the "Solicitation Procedures") and related notices, forms and ballots provided to each voting Class (collectively, the "Solicitation Packages"), the Voting and Tabulation Procedures (as defined in the Solicitation Procedures Motion), the Rights Offering Materials (as defined in the Solicitation Procedures Motion) and the Rights Offering Procedures;
- d. reviewed the Plan, the Plan Supplement, the Plan Confirmation Brief, the Declarations, the Plan Support Agreement, the Equity Backstop Commitment Agreement, the Voting Certification and all pleadings, exhibits, statements, responses and comments regarding Confirmation, including all objections, statements and reservations of rights made with respect thereto;
- e. heard the statements, arguments and objections made by counsel in respect of Confirmation;
- f. considered all oral representations, documents, filings and other evidence regarding Confirmation; and

- g. overruled, including for the reasons stated on the record of the Confirmation Hearing, any and all objections to the Plan and Confirmation and all statements and reservations of rights not consensually resolved or withdrawn unless otherwise indicated.

**NOW, THEREFORE, THE COURT MAKES THE FOLLOWING
FINDINGS OF FACT AND CONCLUSIONS OF LAW BASED ON THE PLEADINGS,
THE REPRESENTATIONS OF THE PARTIES, AND THE RECORD ESTABLISHED
AND EVIDENCE PRESENTED AT THE HEARING:**

I. FINDINGS OF FACT AND CONCLUSIONS OF LAW

A. Findings and Conclusions

1. The findings and conclusions set forth herein and on the record of the Confirmation Hearing constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding by Bankruptcy Rule 9014. To the extent any of the findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the conclusions of law constitute findings of fact, they are adopted as such.

B. Jurisdiction and Venue

2. The Court has jurisdiction to consider confirmation of the Plan pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper in the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

C. Eligibility for Relief

3. The Debtors are entities eligible for relief under section 109 of the Bankruptcy Code.

D. Commencement and Joint Administration of the Chapter 11 Cases

4. On September 20, 2020 (the "Petition Date"), each of the Debtors filed with the Court a voluntary petition for relief under the Bankruptcy Code. Each Debtor continues to operate its business and manage its properties as a debtor-in-possession pursuant to sections

1107(a) and 1108 of the Bankruptcy Code. Joint administration of these Chapter 11 Cases was authorized by the Court by entry of an order on September 21, 2020 [D.I. 27].

E. Judicial Notice

5. This Court takes judicial notice of all orders entered by, and all evidence and arguments made, proffered or adduced at the hearings held before, this Court during the pendency of the Chapter 11 Cases.

F. Appointment of the Committees

6. On October 5, 2020, the United States Trustee for the Southern District of New York (the “U.S. Trustee”) appointed an official committee of unsecured creditors (as reconstituted, the “UCC”) in these Chapter 11 Cases [D.I. 161, 423]. On November 18, 2020, the U.S. Trustee appointed an official committee of equity security holders (as reconstituted, the “Equity Committee”) in these Chapter 11 Cases [D.I. 404, 1002].

G. Solicitation Procedures Order

7. On March 12, 2021, the Court entered the Solicitation Procedures Order, which, among other things: (a) approved the Disclosure Statement as containing adequate information within the meaning of section 1125 of the Bankruptcy Code; (b) fixed March 15, 2021, as the Voting Record Date (as defined in the Solicitation Procedures Order); (c) fixed 4:00 p.m. (Eastern Time) on April 16, 2021, as the Confirmation Objection Deadline (as defined in the Solicitation Procedures Order); (d) fixed 8:00 p.m. (Eastern Time) on April 16, 2021, as the Voting Deadline; (e) fixed 11:00 a.m. (Eastern Time) on April 23, 2021, as the date and time for the Confirmation Hearing; and (f) approved the Solicitation Procedures, the Solicitation Packages, the Voting and Tabulation Procedures, the Rights Offering Materials, the Rights Offering Procedures and other materials relating to solicitation that were attached as exhibits to the Solicitation Procedures Order.

H. Transmittal and Mailing of Materials; Notice

8. As evidenced by the KCC Certificate, due, adequate and sufficient notice of the Plan, the Disclosure Statement, the Solicitation Procedures Order, the ballots, the Plan Supplement, and the Confirmation Hearing, the Confirmation Objection Deadline and the Voting Deadline has been given to: (a) the U.S. Trustee; (b) all known creditors; (c) all equity security holders; (d) the Internal Revenue Service; (e) counsel to the 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 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); (h) 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); (i) counsel to Oaktree Capital Management, L.P. and Centerbridge Partners, L.P., as Plan Sponsors, Milbank LLP, 55 Hudson Yards, New York, NY 10001, Attn: Dennis F. Dunne (ddunne@milbank.com), Andrew M. Leblanc (aleblanc@milbank.com) and Andrew C. Harmeyer (aharmeyer@milbank.com); (j) 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., 50th Floor, Los Angeles, CA 90071, Attn: Bruce Bennett (bbennett@jonesday.com), Joshua M. Mester (jmester@jonesday.com) and James O. Johnston (jjohnston@jonesday.com); (k) 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); (l) counsel to the UCC, 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); (m) 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); (n) counsel to Deutsche Trustee Company Limited, as indenture trustee under the Debtors' 5.125% senior notes due 2026, Norton Rose Fulbright, 1301 Avenue of the Americas, New York, NY 10019, Attn: Francisco Vazquez (francisco.vazquez@nortonrosefulbright.com); and (o) to the extent not listed herein, those parties that requested notice pursuant to Bankruptcy Rule 2002 (parties listed in (a) and (e) through (o), the "Notice Parties").

9. As evidenced by the Publication Certification, the Confirmation Hearing Notice was published in the *Financial Times* and *The New York Times* on March 19, 2021.

10. Adequate and sufficient notice of the Confirmation Hearing, and all applicable dates, deadlines and hearings described in the Solicitation Procedures Order, was given in compliance with the Bankruptcy Rules, the Local Bankruptcy Rules for the Southern District of New York (the "Local Rules") and the Solicitation Procedures Order as evidenced by

the KCC Certificate and the Publication Certification, and no other or further notice is or shall be required.

I. Solicitation

11. As evidenced by the KCC Certificate, votes for acceptance and rejection of the Plan were solicited in good faith and in compliance with the Solicitation Procedures Order, sections 1125 and 1126 of the Bankruptcy Code, Bankruptcy Rules 3017 and 3018, all other applicable provisions of the Bankruptcy Code, Bankruptcy Rules, Local Rules and any other applicable rules, laws and regulations.

12. Specifically, as evidenced by the KCC Certificate, the Solicitation Packages approved by this Court in the Solicitation Procedures Order were transmitted to and served on all Holders in Classes that were entitled to vote to accept or reject the Plan, and relevant portions of the Solicitation Packages and other materials approved by the Solicitation Procedures Order were transmitted to and served on other parties-in-interest in these Chapter 11 Cases, all in compliance with section 1125 of the Bankruptcy Code, the Solicitation Procedures Order, the Solicitation Procedures, the Bankruptcy Rules and the Local Rules. Transmittal and service of such documents was adequate and sufficient, and no other or further notice is or shall be required.

J. Voting Certification

13. The Debtors filed the Voting Certification on April 21, 2021, consistent with the Solicitation Procedures Order. As evidenced by the Voting Certification, all procedures used to tabulate ballots received in connection with Confirmation were fair and conducted in accordance with the Solicitation Procedures Order.

14. As set forth in the Plan, the Solicitation Procedures, and the Disclosure Statement, Holders of Claims and Interests in Class 4, Class 5, Class 6 and Class 11 were eligible

to vote on the Plan. Holders of Claims in Class 1, Class 2, Class 3 and Class 7 are Unimpaired and presumed to accept the Plan and, therefore, are not entitled to vote to accept or reject the Plan. Holders of Claims in Class 10 are Impaired; however, because no Claims in Class 10 have become Allowed Claims, Holders in Class 10 were not entitled to vote to accept or reject the Plan. Accordingly, their votes on the Plan were not solicited and Holders of Claims in Class 10 are presumed to reject the Plan. The Debtors also did not solicit votes from Classes 8 or 9, which are Intercompany Claims and Intercompany Interests held by the Debtors.

15. As evidenced by the Voting Certification, Holders of Claims in Classes 4, 5, 6 and 11 (collectively, the “Impaired Accepting Classes”) voted to accept the Plan.

16. Based on the foregoing, and as evidenced by the Voting Certification, at least one Impaired Class of Claims has voted to accept the Plan (excluding the acceptance by any insiders of the Debtors) in accordance with the requirements of sections 1124 and 1126 of the Bankruptcy Code.

K. Plan Modifications

17. Subsequent to solicitation, the Debtors made certain modifications to the Plan reflecting necessary clarifying updates. All modifications to the Plan since the entry of the Solicitation Procedures Order are consistent with all of the provisions of the Bankruptcy Code, including sections 1122, 1123, 1125 and 1127 of the Bankruptcy Code. None of these modifications adversely affect the treatment of any Holder of a Claim or Interest under the Plan. Accordingly, pursuant to section 1127(a) of the Bankruptcy Code, none of the modifications require additional disclosure under section 1125 of the Bankruptcy Code or re-solicitation of votes under section 1126 of the Bankruptcy Code. Notice regarding the substance of any modifications to the Plan, together with the filing with the Court of the Plan as modified, and the disclosure of the Plan modifications on the record at or prior to the Confirmation Hearing,

constitute due and sufficient notice of any and all such modifications. Further, in accordance with section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, all Holders of Claims and Interests who voted to accept the Plan or who are conclusively presumed to have accepted the Plan are deemed to have accepted the Plan as modified by the Plan modifications. The Plan as modified on April 20, 2021 shall constitute the Plan submitted for Confirmation.

L. Plan Supplement

18. On April 9, 2021, the Debtors filed the Plan Supplement with this Court. The documents contained in the Plan Supplement are integral to, part of and incorporated by reference into, the Plan. The Plan Supplement complies with the terms of the Plan, and the filing and notice of all documents contained in the Plan Supplement constitute good and proper notice in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and the Solicitation Procedures Order, and no other or further notice is or shall be required. Pursuant to the Plan, the Debtors may file additional documents as amendments to the Plan Supplement prior to the Effective Date in a manner consistent with and contemplated by the Plan or this Confirmation Order.

M. Bankruptcy Rule 3016

19. The Plan is dated and identifies the Entities submitting it, thereby satisfying Bankruptcy Rule 3016(a). The filing of the Disclosure Statement with the Clerk of this Court satisfied Bankruptcy Rule 3016(b).

N. Burden of Proof

20. The Debtors, as proponents of the Plan, have met their burden of proving the elements of sections 1129(a) and 1129(b) of the Bankruptcy Code.

O. Compliance with the Requirements of Section 1129 of the Bankruptcy Code

21. The Plan complies with all applicable provisions of section 1129 of the

Bankruptcy Code as follows:

i. Section 1129(a)(1)—Compliance of the Plan with Applicable Provisions of the Bankruptcy Code

22. The Plan complies with all applicable provisions of the Bankruptcy Code as required by section 1129(a)(1) of the Bankruptcy Code, including sections 1122 and 1123 thereof.

a. Sections 1122 and 1123(a)(1)—Proper Classification

23. The classification of Claims and Interests under the Plan is proper under the Bankruptcy Code. Pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code, Article 4 of the Plan provides for the separate classification of Claims and Interests into 11 Classes, based on differences in the legal nature or priority of such Claims and Interests (other than Administrative Expense Claims (including Professional Claims), 503(b)(9) Claims, DIP Claims and Priority Tax Claims, which are addressed in Article 3 of the Plan and which are not required to be designated as separate Classes pursuant to section 1123(a)(1) of the Bankruptcy Code). Valid business, factual and legal reasons exist for the separate classification of the various Classes of Claims and Interests created under the Plan, the classifications were not done for any improper purpose, and the creation of such Classes does not unfairly discriminate among Holders of Claims or Interests.

24. The evidence supporting the Plan proffered or adduced by the Debtors at, or prior to, or in declarations filed in connection with, the Confirmation Hearing: (a) is reasonable, persuasive, credible and accurate as of the dates such analysis or evidence was prepared, presented or proffered; (b) utilizes reasonable and appropriate methodologies and assumptions; and (c) has not been controverted by other evidence.

25. As required by section 1122(a) of the Bankruptcy Code, each Class of

Claims and Interests contains only Claims or Interests that are substantially similar to the other Claims or Interests within that Class. The classification of all Allowed Claims and Interests and the respective distributions and treatments thereof under the Plan take into account, conform to, and satisfy the relative priority and rights of the Claims and Interests in accordance with any contractual, legal and equitable subordination rights relating thereto. Accordingly, the requirements of sections 1122 and 1123(a)(1) of the Bankruptcy Code are satisfied.

b. Section 1123(a)(2)—Specification of Unimpaired Classes

26. Section 4.2 of the Plan specifies that Claims in Class 1, Class 2, Class 3 and Class 7 are Unimpaired under the Plan. Administrative Expense Claims (including Professional Claims), 503(b)(9) Claims, DIP Claims and Priority Tax Claims also are Unimpaired under the Plan, although these Claims are not classified under the Plan.

Accordingly, the requirements of section 1123(a)(2) of the Bankruptcy Code are satisfied.

c. Section 1123(a)(3)—Specification of Treatment of Impaired Classes

27. Section 4.2 of the Plan specifies that Claims in Class 4, Class 5, Class 6, Class 10 and Class 11 are Impaired under the Plan and the treatment for each such Impaired Class. Accordingly, the requirements of section 1123(a)(3) of the Bankruptcy Code are satisfied.

d. Section 1123(a)(4)—No Discrimination

28. Pursuant to section 1123(a)(4) of the Bankruptcy Code, Article 4 of the Plan uniformly provides for the same treatment of each Claim or Interest, as the case may be, in a particular Class, unless the Holder of a particular Claim or Interest has agreed to a less favorable treatment with respect to such Claim or Interest. Accordingly, the requirements of section 1123(a)(4) of the Bankruptcy Code are satisfied.

e. Section 1123(a)(5)—Adequate Means for Plan Implementation

29. Pursuant to section 1123(a)(5) of the Bankruptcy Code, Article 6 and

various other provisions of the Plan, along with various agreements set forth in the Plan Supplement, provide adequate and proper means for the Plan's implementation. Accordingly, the requirements of section 1123(a)(5) of the Bankruptcy Code are satisfied.

f. Section 1123(a)(6)—Voting Power of Equity Securities

30. The New GMI certificate of incorporation prohibits the issuance of non-voting equity securities and provides, as to the several classes of securities possessing voting power, an appropriate distribution of such power among such classes. The Plan satisfies the requirements of section 1123(a)(6) of the Bankruptcy Code.

g. Section 1123(a)(7)—Directors and Officers

31. The Plan Supplement properly and adequately discloses the individuals proposed to serve as the directors of New GMI, the manner of their selection, or, to the extent not yet disclosed, provides for their disclosure prior to the Effective Date, which is consistent with the interests of Holders and with public policy and satisfies the requirements of section 1123(a)(7) of the Bankruptcy Code.

h. Section 1123(b)—Discretionary Contents of the Plan

32. The Plan contains various provisions that may be construed as discretionary and are not required for Confirmation under the Bankruptcy Code. As set forth below, such discretionary provisions comply with section 1123(b) of the Bankruptcy Code and are not inconsistent with the applicable provisions of the Bankruptcy Code. Thus, section 1123(b) of the Bankruptcy Code is satisfied.

i. Section 1123(b)(1)-(2)—Claims and Executory Contracts

33. Pursuant to sections 1123(b)(1) and 1123(b)(2) of the Bankruptcy Code, Article 4 of the Plan impairs or leaves unimpaired, as the case may be, each Class of Claims and Interests. Section 8.1 of the Plan provides for the assumption of all Executory Contracts and

Unexpired Leases other than the Honeywell Terminated Agreements, and the rejection of the Honeywell Terminated Agreements.

j. **Section 1123(b)(3)—Settlement, Releases, Exculpation, Injunction and Preservation of Claims and Causes of Action**

34. **Compromise and Settlement.** The settlements contained in, or otherwise contemplated by, the Plan are in consideration for the distributions and other benefits provided under the Plan and any other compromise and settlement provisions of the Plan. The Plan itself constitutes a compromise of all Claims, Interests and Causes of Action relating to the contractual, legal and subordination rights that any Holder may have with respect to any Allowed Claim or Allowed Interest or any distribution to be made on account of any Allowed Claim or Allowed Interest. The compromises and settlements embodied in the Plan were reached after good faith, arm's-length negotiations between the Debtors and the respective parties. Each of the parties supporting the Honeywell Settlement and the Make-Whole Settlement are represented by counsel that is recognized as being competent and experienced. They are integral and non-severable components of the Plan and satisfy the requirements for approval under Bankruptcy Rule 9019 and sections 363 and 1123 of the Bankruptcy Code.

35. The Plan incorporates the Honeywell Settlement and provides that the Honeywell Litigation shall be deemed dismissed with prejudice on the Effective Date and for the release and exculpation of Honeywell and its related Persons as Exculpated and Released Parties under Article 11 of the Plan pursuant to sections 363 and 1123 of the Bankruptcy Code and Bankruptcy Rule 9019; *provided* that, pursuant to Section 11.10 of the Plan, each Releasing Party shall be entitled to assert claims arising from rescission of a purchase or sale of Existing Common Stock or for damages arising from the purchase or sale of Existing Common against one or more of the Debtors' current or former officers or directors, or Honeywell's current or

former officers or directors only 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. The terms of the Honeywell Settlement are fair, equitable, well within the range of reasonableness and in the best interests of the Debtors and their Estates, stakeholders and other parties-in-interest.

36. The Plan incorporates the Make-Whole Settlement pursuant to sections 363 and 1123 of the Bankruptcy Code and Bankruptcy Rule 9019 and further provides that the Make-Whole Litigation shall be deemed dismissed with prejudice on the Effective Date. The terms of the Make-Whole Settlement are fair, equitable, within the range of reasonableness and in the best interests of the Debtors and their Estates, stakeholders and other parties-in-interest.

37. **Releases by the Debtors.** The releases and discharges by the Debtors described in Section 11.8 of the Plan (the "Debtor Release") pursuant to section 1123(b)(3)(A) of the Bankruptcy Code represent a valid exercise of the Debtors' business judgment.

38. **Voluntary Release by Holders of Claims and Interests.** The voluntary release by certain Holders of Claims and Interests described in Section 11.10 of the Plan (the "Voluntary Release by Holders of Claims and Interests") is appropriate because it was voluntary, consensual and adequately disclosed in and noticed through the Ballots, the Confirmation Hearing Notice, in the Disclosure Statement and the Plan. The Voluntary Release by Holders of Claims and Interests is fair and reasonable, integral to the proposed reorganization, and given in exchange for fair, sufficient and adequate consideration provided by the Released Parties.

39. **Mutual Release Between Honeywell and the Debtors.** The release described in Section 11.13 of the Plan (the "Mutual Release") is fair, was given in exchange for the fair, sufficient and adequate consideration provided by the respective parties released thereby

and is an integral part of a good faith settlement and compromise of the claims released by such parties.

40. **Exculpation.** The exculpation provisions set forth in Section 11.9 of the Plan are essential to the Plan. The record in these Chapter 11 Cases fully supports the exculpation, and the exculpation provisions set forth in Section 11.9 of the Plan are appropriately tailored to protect the Exculpated Parties from inappropriate litigation related to acts or omissions up to and including the Effective Date and are hereby approved.

41. **Injunction.** The injunction provisions set forth in Section 11.11 of the Plan are essential to the Plan and are (a) necessary to preserve and enforce the Debtor Release, the Voluntary Release by Holders of Claims and Interests, the Mutual Release and the exculpation provisions set forth in Section 11.9 of the Plan, (b) fair and reasonable and (c) narrowly tailored to achieve their purpose.

42. Each of the Debtor Release, the Voluntary Release by Holders of Claims and Interests, the Mutual Release and the exculpation provisions and the injunction provisions (a) are within the jurisdiction of this Court; (b) were given in exchange for good and valuable consideration; (c) are integral to the agreements among the various parties-in-interest and essential to the formulation and implementation of the Plan; (d) are in the best interests of the Debtors, their Estates and all stakeholders in these Chapter 11 Cases; (e) are fair, equitable and reasonable; and (f) are reasonable in scope and have been negotiated in good faith and at arm's-length, consistent with sections 105, 1123 and 1129 of the Bankruptcy Code, other provisions of the Bankruptcy Code and other applicable law. The record of the Confirmation Hearing and these Chapter 11 Cases is sufficient to support the Debtor Release, the Voluntary Release by Holders of Claims and Interests, the Mutual Release, the exculpation provisions and the

injunction provisions contained in Article 11 of the Plan, and failure to give effect to the foregoing would impair the Debtors' ability to confirm and implement the Plan.

43. **Preservation of Claims and Causes of Action.** Section 11.14 of the Plan provides that, unless any Causes of Action of the Debtors against an Entity are expressly waived, relinquished, exculpated, released, compromised or settled in the Plan, including pursuant to Article 11 or Section 6.20 of the Plan or a Final Order, the Reorganized Debtors will retain, expressly reserve and may assert, all rights to commence and pursue such Causes of Action of the Debtors for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise) or laches shall apply to such Causes of Action of the Debtors upon, after or as a consequence of the Confirmation or occurrence of the Effective Date. The provisions regarding the preservation of Causes of Action in the Plan are appropriate, fair, equitable and reasonable and are in the best interests of the Debtors, the Estates and Holders of Claims and Interests.

44. **Section 1123(d)—Cure of Defaults.** The Plan satisfies section 1123(d) of the Bankruptcy Code. Section 8.2 of the Plan provides for the satisfaction of any monetary defaults under each Executory Contract and Unexpired Lease assumed pursuant to the Plan in accordance with section 365 of the Bankruptcy Code. The Debtors served the Cure Notices (as defined in the Solicitation Procedures Order) to all applicable counterparties, which notices included procedures for objecting to, and resolving, proposed assumptions of Executory Contracts and Unexpired Leases and the Cure Costs, if any, to be paid in connection therewith.

ii. Section 1129(a)(2)—Compliance of the Debtors with the Applicable Provisions of the Bankruptcy Code

45. The Debtors, as proponents of the Plan, have complied with all applicable

provisions of the Bankruptcy Code as required by section 1129(a)(2) of the Bankruptcy Code, including sections 1122, 1123, 1124, 1125, 1126 and 1128 of the Bankruptcy Code, and Bankruptcy Rules 3017, 3018 and 3019.

46. Votes to accept or reject the Plan were solicited by the Debtors after this Court approved the Disclosure Statement.

47. The Debtors and their Notice and Claims Agent have solicited and tabulated votes on the Plan and have, along with their respective present and former members, partners, representatives, officers, directors, employees, advisors and attorneys, participated in the activities described in section 1125 of the Bankruptcy Code fairly, in good faith within the meaning of section 1125(e) of the Bankruptcy Code and in a manner consistent with the applicable provisions of the Solicitation Procedures Order, the Bankruptcy Code, the Bankruptcy Rules and all other applicable rules, laws and regulations, and are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code.

48. The Debtors and their present and former members, officers, directors, employees, advisors, attorneys and agents have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code with regard to the solicitation of acceptances or rejections of the Plan and, therefore, are not, and will not be, liable at any time for the violation of any applicable law, rule or regulation governing the solicitation of acceptances or rejections of the Plan. Accordingly, the requirements of section 1129(a)(2) of the Bankruptcy Code are satisfied.

iii. Section 1129(a)(3)—Proposal of Plan in Good Faith

49. The Debtors have proposed the Plan in good faith and not by any means forbidden by law. This Court has examined the totality of the circumstances surrounding the filing of these Chapter 11 Cases, the Plan itself and the process leading to its formulation. The

Debtors' good faith is evident from the record of these Chapter 11 Cases, the Disclosure Statement and the hearing thereon, the record of the Confirmation Hearing and other proceedings held in these Chapter 11 Cases.

50. The Plan is the product of extensive, good faith, arm's-length negotiations among the Debtors and the other stakeholders. The Plan itself and the process leading to its formulation provide independent evidence of the Debtors' good faith, serve the public interest and assure fair treatment of Holders. Accordingly, the requirements of section 1129(a)(3) of the Bankruptcy Code are satisfied.

iv. Section 1129(a)(4)—Court Approval of Certain Payments as Reasonable

51. All payments made or to be made by the Debtors for services rendered and expenses incurred by retained Professionals in connection with these Chapter 11 Cases, including all Professional Fee Claims, have been approved by, or are subject to, approval by the Court. In particular, Section 3.2 of the Plan provides that the Court shall determine the Allowed amounts of Professional Fee Claims, and Article 14 of the Plan provides that the Court shall retain jurisdiction to decide and resolve all matters related to the granting and denying of any applications of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or the Plan. Accordingly, the Plan complies with and satisfies all of the requirements of section 1129(a)(4) of the Bankruptcy Code.

v. Section 1129(a)(5)—Disclosure of Identity of Proposed Management, Compensation of Insiders and Consistency of Management Proposals with the Interests of Creditors and Public Policy

52. The Plan Supplement identifies the directors of New GMI, provides for the manner of their selection, and, to the extent not yet disclosed, provides for disclosure prior to the Effective Date. The manner of selection of the New Board is consistent with the interests of

all Holders of Claims and Interests and public policy and satisfies the requirements of section 1129(a)(5) of the Bankruptcy Code.

vi. Section 1129(a)(6)—Approval of Rate Changes

53. The Plan does not contain any rate changes subject to the jurisdiction of any governmental regulatory commission. Therefore, section 1129(a)(6) of the Bankruptcy Code is inapplicable to these Chapter 11 Cases.

vii. Section 1129(a)(7)—Best Interests of Holders of Claims and Interests

54. Each Holder of an Impaired Claim or Impaired Interest either has accepted the Plan or will receive or retain under the Plan, on account of such Claim or Interest, property of a value, as of the Effective Date, that is not less than the amount that such Holder would receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code on such date.

55. The liquidation analysis attached as Appendix B to the Disclosure Statement and the other evidence supporting the Plan proffered or adduced by the Debtors at, or prior to, or in declarations filed in connection with, the Confirmation Hearing: (a) are reasonable, persuasive, credible and accurate as of the dates such analysis or evidence was prepared, presented or proffered; (b) utilize reasonable and appropriate methodologies and assumptions; (c) have not been controverted by other evidence; and (d) establish that recoveries for Holders of Allowed Claims and Allowed Interests in every Class under the Plan on account of such Claim or Interest, as of the Effective Date, will have a value equal to or greater than the amount such Holder would receive if the applicable Debtor was liquidated on April 30, 2021 under chapter 7 of the Bankruptcy Code. Accordingly, the requirements of section 1129(a)(7) of the Bankruptcy Code are satisfied.

viii. Section 1129(a)(8)—Conclusive Presumption of Acceptance by Unimpaired Classes; Acceptance of the Plan by Each Impaired Class

56. Class 1, Class 2, Class 3 and Class 7 are Unimpaired Classes of Claims and are conclusively presumed to have accepted the Plan under section 1126(f) of the Bankruptcy Code. Class 4, Class 5, Class 6, Class 10 and Class 11 are Impaired by the Plan. As set forth in the Voting Certification, Classes 4, 5, 6 and 11 have voted to accept the Plan. Holders of Claims in Class 10 are deemed to have rejected the Plan, and Holders of Claims and Interests in Classes 8 and 9 are deemed to have accepted as Plan proponents.

57. Because the Plan is presumed not to have been accepted by Class 10, the Debtors seek Confirmation under section 1129(b), rather than section 1129(a)(8), of the Bankruptcy Code with respect to such Class. Thus, although section 1129(a)(8) of the Bankruptcy Code has not been satisfied, the Plan is confirmable because the Plan does not discriminate unfairly and is fair and equitable with respect to Class 10 and thus satisfies the requirements of section 1129(b) of the Bankruptcy Code with respect to Class 10 as described further below.

ix. Section 1129(a)(9)—Treatment of Claims Entitled to Priority Pursuant to Section 507(a) of the Bankruptcy Code

58. The treatment of Administrative Expense Claims (including Professional Claims), 503(b)(9) Claims, DIP Claims and Priority Tax Claims under Article 3 of the Plan satisfies the requirements of, and complies in all respects with, section 1129(a)(9) of the Bankruptcy Code.

x. Section 1129(a)(10)—Acceptance by At Least One Impaired Class

59. As set forth in the Voting Certification, the Impaired Accepting Classes have voted to accept the Plan. Specifically, Holders of Claims and Interests in Classes 4, 5, 6 and 11 have voted to accept the Plan. As such, there is at least one Class of Claims that is

Impaired under the Plan and has accepted the Plan, determined without including any acceptance of the Plan by any insider (as defined by the Bankruptcy Code). Accordingly, the requirements of section 1129(a)(10) of the Bankruptcy Code are satisfied.

xi. Section 1129(a)(11)—Feasibility of the Plan

60. The Plan satisfies section 1129(a)(11) of the Bankruptcy Code. The evidence supporting the Plan proffered or adduced by the Debtors at, or prior to, or in declarations filed in connection with, the Confirmation Hearing: (a) is reasonable, persuasive, credible and accurate as of the dates such analysis or evidence was prepared, presented or proffered; (b) utilizes reasonable and appropriate methodologies and assumptions; (c) has not been controverted by other evidence and (d) establishes that the Plan is feasible and Confirmation of the Plan is not likely to be followed by the need for further liquidation or financial reorganization of the Debtors or any successor to the Debtors under the Plan except as provided in the Plan. Accordingly, the requirements of section 1129(a)(11) of the Bankruptcy Code have been satisfied.

xii. Section 1129(a)(12)—Payment of Bankruptcy Fees

61. Section 3.6 of the Plan provides that all fees due and payable pursuant to 28 U.S.C. § 1930 prior to the Effective Date shall be paid by the Debtors on the Effective Date. After the Effective Date, the Debtors and the Reorganized Debtors shall be jointly and severally liable to pay any and all such fees when due and payable. The Plan thus complies with the requirements of section 1129(a)(12) of the Bankruptcy Code.

xiii. Section 1129(a)(13)—Retiree Benefits

62. Section 1129(a)(13) of the Bankruptcy Code requires that all retiree benefits continue to be paid post-confirmation at any levels established in accordance with section 1114 of the Bankruptcy Code. The Debtors do not have any due and unpaid “retiree

benefits” (as defined in section 1114 of the Bankruptcy Code). Accordingly, section 1129(a)(13) is inapplicable. For the avoidance of doubt, any and all of the Debtors’ “retiree benefits,” including any pension plans, are being assumed and will continue without modification.

xiv. Section 1129(a)(14), (15) and (16)—Non-Applicability of Certain Sections

63. The Debtors do not owe any domestic support obligations and are not individuals. Therefore, sections 1129(a)(14) and 1129(a)(15) of the Bankruptcy Code do not apply in these Chapter 11 Cases.

64. In addition, each Debtor that is a corporation or trust is a moneyed, business, or commercial corporation or trust. Therefore, section 1129(a)(16) of the Bankruptcy Code does not apply in these Chapter 11 Cases.

xv. Section 1129(b)—Confirmation of Plan Over Non-Acceptance of Impaired Class

65. The Plan may be confirmed pursuant to section 1129(b) of the Bankruptcy Code notwithstanding that the requirements of section 1129(a)(8) have not been met because the Debtors have demonstrated by a preponderance of the evidence that the Plan (a) satisfies all of the other applicable requirements of section 1129(a) of the Bankruptcy Code and (b) does not “discriminate unfairly” and is “fair and equitable” with respect to Class 10.

66. The Plan does not “discriminate unfairly” with respect to Class 10 because those classes are receiving comparable treatment that is not unfairly discriminatory vis-à-vis each such class. The Plan is “fair and equitable” with respect to Class 10 because no junior Class of Claims or Interests will receive or retain any property under the Plan on account of such Claims or Interests, and no senior Class of Claims or Interests will receive or retain property under the Plan on account of such Claims or Interests that exceeds the value of the Claims or Interests in any such Class. The Plan therefore satisfies the requirements of section 1129(b) of the

Bankruptcy Code and may be confirmed.

xvi. Section 1129(c)—Only One Plan

67. Other than the Plan (including its earlier iterations), no other plan has been presented for confirmation in these Chapter 11 Cases. Accordingly, the requirements of section 1129(c) of the Bankruptcy Code have been satisfied.

xvii. Section 1129(d)—Principal Purpose of the Plan Is Not Avoidance of Taxes or Application of Securities Laws

68. No governmental unit has requested that this Court refuse to confirm the Plan on the grounds that the principal purpose of the Plan is the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act of 1933 (as amended, the “Securities Act”), and the principal purpose of the Plan is not such avoidance. Accordingly, the requirements of section 1129(d) of the Bankruptcy Code are satisfied.

P. Section 1129(e)—Small Business Case

69. None of these Chapter 11 Cases is a “small business case,” as that term is defined in the Bankruptcy Code, and, accordingly, section 1129(e) of the Bankruptcy Code is inapplicable.

Q. Satisfaction of Confirmation Requirements

70. Based upon the foregoing and all written submissions, evidence and arguments made, proffered or adduced at, the hearings held before this Court, the Plan satisfies all requirements for confirmation set forth in section 1129 of the Bankruptcy Code.

R. Implementation

71. All documents and agreements necessary to implement the Plan, including those contained in the Plan Supplement, and all other relevant and necessary documents, instruments and certificates (collectively, the “Plan Documents”) are essential elements of the

Plan and entry into and consummation of the transactions contemplated by each Plan Document and the Restructuring Transactions is in the best interests of the Debtors, their Estates and Holders of Claims and Interests. The Debtors have exercised reasonable business judgment in determining to enter into the Plan Documents and, where required, have provided sufficient and adequate notice of the Plan Documents. The terms and conditions of the Plan Documents are fair and reasonable and were negotiated in good faith and at arm's-length. The Debtors and the Reorganized Debtors are authorized, without further approval of this Court, to execute and deliver all agreements, documents, instruments and certificates relating to the transactions contemplated by the Plan Documents and the Restructuring Transactions and perform their obligations thereunder.

S. Good Faith

72. Based on the record in these Chapter 11 Cases, the Exculpated Parties have acted in "good faith" within the meaning of section 1125(e) of the Bankruptcy Code in compliance with the applicable provisions of the Bankruptcy Code and Bankruptcy Rules in connection with all of their respective activities relating to the Plan, including any action or inaction in connection with their participation in the activities described in section 1125 of the Bankruptcy Code. Accordingly, the Exculpated Parties are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code and the exculpation provisions set forth in Section 11.9 of the Plan. The Exculpated Parties, up to and including the Effective Date, will continue to act in good faith, if they proceed to (a) consummate the Plan and the agreements, settlements, transactions and transfers contemplated thereby with respect to which the applicable Exculpated Parties are bound or otherwise obligated and (b) take the actions authorized, directed or contemplated by this Confirmation Order.

T. Corporate Action

73. Upon the Effective Date, all actions contemplated by and set forth in the Plan shall be deemed authorized and approved. All matters provided for in the Plan involving the corporate structure of the Debtors or the Reorganized Debtors and any corporate action required by the Debtors or the Reorganized Debtors in connection with implementation of the Plan shall be deemed to have occurred and shall be in effect upon the Effective Date, without any requirement of further action by the directors or officers of any Debtor.

U. Issuance of New Preferred Stock and GMI Common Stock

74. The issuance and distribution of the New Preferred Stock and GMI Common Stock are essential elements of the Plan and are in the best interests of the Debtors, the Estates and Holders of Claims and Interests.

V. Rights Offerings

75. The Rights Offerings have complied with the Rights Offering Procedures set forth in the Solicitation Procedures Motion and approved by the Solicitation Procedures Order, and have been and, to the extent completed in compliance with the Rights Offering Procedures, will be deemed to be (i) appropriate based upon the circumstances of the Chapter 11 Cases, (ii) conducted in good faith, and (iii) in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any applicable non-bankruptcy rules, laws and regulations, including to the extent applicable, the Securities Act.

W. Approval of the Acceleration of Vested Options and Assumption of Outstanding Equity Awards

76. The proposed acceleration of vested options and assumption of outstanding equity awards set forth in Section 6.7 of the Plan are essential elements of the Plan and are in the best interests of the Debtors, the Estates and Holders of Claims and Interests.

X. Executory Contracts and Unexpired Leases

77. The Debtors have exercised reasonable business judgment in determining to assume all Executory Contracts and Unexpired Leases other than the Honeywell Terminated Agreements. The Debtors have also exercised reasonable business judgment in determining to reject the Honeywell Terminated Agreements, which are Executory Contracts or Unexpired Leases, pursuant to sections 365 and 1123 of the Bankruptcy Code and the Honeywell Settlement. Each assumption of an Executory Contract or Unexpired Lease in accordance with the Plan and this Confirmation Order shall be legal, valid and binding upon all non-Debtor parties to such Executory Contract or Unexpired Lease, all to the same extent as if such assumption had been authorized and effectuated pursuant to a separate order of this Court that was entered pursuant to section 365 of the Bankruptcy Code before Confirmation. The Debtors have provided sufficient and adequate notice by filing with the Court the list of Executory Contracts and Unexpired Leases proposed to be assumed and serving 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 failed to timely object to the proposed assumption in accordance with the Solicitation Procedures Order shall be deemed to have assented to such assumption.

Y. Approval of the Exit Facilities Documents

78. The terms and conditions of the Exit Facilities Documents and the Reorganized Debtors' entry into the Exit Facilities Documents, including all actions, undertakings, and transactions contemplated thereby, and payment of all fees, indemnities and expenses provided for thereunder, are essential elements of the Plan, necessary for the consummation thereof, and in the best interests of the Debtors, the Estates and Holders of Claims and Interests. The Exit Facilities are critical to the overall success and feasibility of the Plan, and

the Debtors have exercised reasonable business judgment in determining to enter into the Exit Facilities Documents, which have been negotiated in good faith and at arm's length.

Z. Approval of the Registration Rights Agreement

79. The Registration Rights Agreement is an essential element of the Plan.

The terms of the Registration Rights Agreement are reasonable, and the Debtors have provided adequate notice of the material terms thereof.

AA. Approval of the Series A Investor Rights Agreement

80. The Series A Investor Rights Agreement (as defined in the Registration Rights Agreement) is an essential element of the Plan. The terms of the Series A Investor Rights Agreement are reasonable, and the Debtors have provided adequate notice of the material terms thereof.

BB. Retention of Jurisdiction

81. Except as otherwise provided in the Plan, this Confirmation Order or the Plan Documents, this Court shall retain jurisdiction over the matters set forth in Article 14 of the Plan and other applicable provisions of the Plan.

CC. Valuation

82. The valuation analysis attached as Appendix E to the Disclosure Statement (the "Valuation Analysis") and the evidence adduced at the Confirmation Hearing, including the estimated post-emergence enterprise value of the Reorganized Debtors, are reasonable and credible. All parties-in-interest have been given a fair and reasonable opportunity to challenge the Valuation Analysis. The Valuation Analysis (a) is reasonable, persuasive and credible as of the date such analysis was prepared, presented or proffered, and (b) uses reasonable and appropriate methodologies and assumptions.

II. ORDER

**BASED ON THE FOREGOING FINDINGS OF FACT AND
CONCLUSIONS OF LAW, IT IS HEREBY ORDERED, ADJUDGED AND DECREED
THAT:**

A. Objections

83. To the extent that any objections to Confirmation, or any related reservations of rights, statements, or joinders, have not been withdrawn, waived or settled before entry of this Confirmation Order, cured by the relief granted herein or otherwise resolved as stated on the record of the Confirmation Hearing, such objections, reservations of rights, statements and joinders are hereby overruled on the merits.

B. Confirmation of the Plan

84. The Plan, a copy of which is attached hereto as Exhibit A, shall be, and hereby is, confirmed under section 1129 of the Bankruptcy Code. The Plan Documents, and any amendments, modifications and supplements thereto, and all documents and agreements related thereto, and the execution, delivery and performance thereof by the Debtors or the Reorganized Debtors are authorized and approved as finalized, executed and delivered. As set forth in the Plan, once finalized and executed, upon the occurrence of the Effective Date, the Plan Documents shall constitute legal, valid, binding and authorized obligations of the respective parties thereto, enforceable in accordance with their terms without the need for any further notice to or action, order or approval of this Court, or other act or action under applicable law, regulation, order or rule.

C. General Settlement of Claims and Interests

85. Pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Plan,

the Plan constitutes a good faith compromise of all Claims, Interests and controversies relating to the contractual, legal, and subordination rights that a Holder may have with respect to any Allowed Claim or Interest, or any distribution to be made on account of such Allowed Claim or Interest. Approval of such compromise or settlement, as well as such compromise or settlement, is in the best interests of the Debtors and their Estates and is fair, equitable and reasonable. Subject to Article 9 of the Plan, all distributions made to Holders of Allowed Claims in any Class are intended to be and shall be final.

D. Honeywell Settlement and Make-Whole Settlement

86. The Honeywell Settlement and Make-Whole Settlement are approved under sections 363 and 1123(b)(3) of the Bankruptcy Code and Bankruptcy Rule 9019. Based upon all orders entered, and all evidence and arguments made, proffered or adduced at, the hearings held before this Court, this Confirmation Order constitutes the Court's approval of the Honeywell Settlement because (a) the Honeywell Settlement benefits the Debtors and their stakeholders by, among other things: (i) giving value to the Debtors' stockholders; (ii) providing flexibility to the Reorganized Debtors; and (iii) avoiding additional litigation and resolving significant litigation between the Debtors and Honeywell that was commenced prior to these Chapter 11 Cases; (b) each of the parties supporting the Honeywell Settlement are represented by counsel that is recognized as being knowledgeable, competent and experienced; (c) the settlement is the product of arm's-length bargaining and good faith negotiations between sophisticated parties; (d) the settlement is fair, equitable and reasonable and in the best interests of the Debtors, their respective Estates, stakeholders and other parties-in-interest; and (e) a fair and reasonable opportunity to object or be heard with respect to the Honeywell Settlement has been afforded to all interested persons and Entities. On the Effective Date, the Honeywell Litigation shall be deemed dismissed with prejudice.

87. Based upon all orders entered, and all evidence and arguments made, proffered or adduced at, the hearings held before this Court, this Confirmation Order constitutes the Court's approval of the Make-Whole Settlement because (a) the Make-Whole Settlement benefits the Debtors and their stakeholders; (b) each of the parties supporting the Make-Whole Settlement are represented by counsel that is recognized as being knowledgeable, competent and experienced; (c) the settlement is the product of arm's-length bargaining and good faith negotiations between sophisticated parties; (d) the settlement is fair, equitable and reasonable and in the best interests of the Debtors, their respective Estates, stakeholders and other parties-in-interest; and (e) a fair and reasonable opportunity to object or be heard with respect to the Make-Whole Settlement has been afforded to all interested persons and Entities. On the Effective Date, the Make-Whole Litigation shall be deemed dismissed with prejudice.

E. Governmental Units

88. As to any Governmental Unit (as defined in section 101(27) of the Bankruptcy Code), nothing in the Plan or this Confirmation Order shall limit or expand the scope of discharge, release or injunction to which the Debtors or Reorganized Debtors are entitled to under the Bankruptcy Code, if any. The discharge, release and injunction provisions contained in the Plan and this Confirmation Order are not intended and shall not be construed to bar any Governmental Unit from, subsequent to entry of the Confirmation Order, pursuing any police or regulatory action.

89. Notwithstanding anything contained in the Plan or this Confirmation Order to the contrary, nothing in the Plan or Confirmation Order shall discharge, release, impair or otherwise preclude: (1) any liability to any Governmental Unit that is not a "claim" within the meaning of section 101(5) of the Bankruptcy Code; (2) any Claim of any Governmental Unit arising on or after the Effective Date; (3) any valid right of setoff or recoupment of any

Governmental Unit against any of the Debtors; or (4) any liability of the Debtors or Reorganized Debtors under police or regulatory statutes or regulations to any Governmental Unit as the owner, lessor, lessee or operator of property that such entity owns, operates or leases after the Effective Date. Nor shall anything in this Confirmation Order or the Plan: (i) enjoin or otherwise bar any Governmental Unit from asserting or enforcing, outside the Court, any liability described in the preceding sentence; or (ii) divest any court, commission, or tribunal of jurisdiction to determine whether any liabilities asserted by any Governmental Unit are discharged or otherwise barred by this Confirmation Order, the Plan, or the Bankruptcy Code.

90. Moreover, nothing in this Confirmation Order or the Plan shall release or exculpate any non-debtor, including any Released Parties and/or Exculpated Parties, from any liability to any Governmental Unit, including but not limited to any liabilities arising under the Internal Revenue Code, the environmental laws, or the criminal laws against the Released Parties and/or Exculpated Parties, nor shall anything in this Confirmation Order or the Plan enjoin any Governmental Unit from bringing any claim, suit, action or other proceeding against any non-debtor for any liability whatsoever; *provided, however*, that the foregoing sentence shall not limit the scope of discharge granted to the Debtors under sections 524 and 1141 of the Bankruptcy Code.

91. Nothing contained in the Plan or Confirmation Order shall be deemed to determine the tax liability of any person or entity, including but not limited to the Debtors and the Reorganized Debtors, nor shall the Plan or Confirmation Order be deemed to have determined the federal tax treatment of any item, distribution, or entity, including the federal tax consequences of the Plan, nor shall anything in the Plan or this Confirmation Order be deemed to have conferred jurisdiction upon the Court to make determinations as to federal tax liability and

federal tax treatment except as provided under section 505 of the Bankruptcy Code.

F. Insurance Policies

92. All Insurance Policies (including tail coverage liability insurance), surety bonds, and indemnity agreements entered into in connection with surety bonds to which any Debtor is a party as of the Effective Date shall be deemed to be and treated as Executory Contracts and shall be assumed by the applicable Debtor or Reorganized Debtor and shall continue in full force and effect thereafter in accordance with their respective terms. Nothing in the Plan, including any releases, shall diminish or impair the enforceability of any Insurance Policies or other policies of insurance that may cover insurance claims or other claims against the Debtors or any other Person and such policies shall continue in full force and effect after the Effective Date in accordance with their respective terms.

G. Issuance of New Preferred Stock and GMI Common Stock

93. On the Effective Date, New GMI shall issue, or reserve for issuance, a sufficient number of shares of New Preferred Stock and GMI Common Stock, including GMI Common Stock issuable upon the conversion of the New Preferred Stock and in connection with options or other equity awards that may be granted pursuant to the MIP. The shares of New Preferred Stock and GMI Common Stock issued under the Plan, upon the conversion of the New Preferred Stock and in connection with options or other equity awards that may be granted pursuant to the MIP shall be authorized without the need for any further corporate action or without any further action by any Person, and once issued, shall be duly authorized, validly issued, fully paid and non-assessable.

H. Acceleration of Vested Options and Equity Awards

94. Immediately prior to the effectiveness of the Plan, outstanding GMI Options, vested GMI Options and the shares of GMI Common Stock that would be provided

upon the exercise of such GMI Options shall be subject to the treatment set forth in Section 6.7 of the Plan.

I. ~~Exit~~ Financing

95. On the Effective Date, the Debtors shall enter into and perform, execute and deliver the Exit Facilities Documents. The Reorganized Debtors shall pay, as and when due, all fees, expenses, losses, damages, indemnities and other amounts, including any applicable refinancing premiums and applicable exit fees, provided under the DIP Facilities Documents related to the DIP Facilities and/or the Exit Facilities Documents relating to such Exit Facilities.

96. Entry of this Confirmation Order constitutes and shall be deemed to constitute (a) approval of the Exit Facilities and all transactions contemplated hereby and thereby, and all actions to be taken, undertakings to be made and obligations to be incurred by the Reorganized Debtors in connection therewith, including the payment of all fees, expenses, losses, damages, indemnities and other amounts provided for by the Exit Facilities Documents, and (b) authorization for the Reorganized Debtors to enter into and perform under the Exit Facilities Documents. The Exit Facilities Documents shall constitute legal, valid, binding and authorized obligations of the Reorganized Debtors, enforceable in accordance with their terms. The financial accommodations to be extended pursuant to the Exit Facilities Documents are being extended, and shall be deemed to have been extended, in good faith, for legitimate business purposes, are reasonable, shall not be subject to avoidance, recharacterization or subordination (including equitable subordination) for any purposes whatsoever, and shall not constitute preferential transfers, fraudulent conveyances or other voidable transfers under the Bankruptcy Code or any other applicable non-bankruptcy law.

97. All of the liens and security interests to be granted in accordance with the Exit Facilities Documents (a) are hereby approved; (b) shall be legal, binding and enforceable

liens on, and security interests in, the collateral granted under the respective Exit Facilities Documents in accordance with the terms of the Exit Facilities Documents; (c)(i) shall be automatically perfected as of the Effective Date, and (ii) the priorities of such liens and security interests shall be as set forth in the respective Exit Facilities Documents, in the case of this clause (ii), subject only to such liens and security interests as may be permitted under the Exit Facilities Documents; and (d) shall not be subject to avoidance, recharacterization or subordination (including equitable subordination) for any purposes whatsoever and shall not constitute preferential transfers, fraudulent conveyances or other voidable transfers under the Bankruptcy Code or any applicable non-bankruptcy law.

98. The Reorganized Debtors, the Exit Facilities Parties and all other secured parties (and each of their respective designees and agents) under such Exit Facilities Documents shall make all filings and recordings, and to obtain all governmental approvals and consents to establish and perfect such liens and security interests under the provisions of the applicable state, provincial, federal or other law (whether domestic or foreign) that would be applicable in the absence of the Plan and the Confirmation Order (it being understood that perfection of the liens and security interests granted under the Exit Facilities Documents shall occur automatically by virtue of the entry of this Confirmation Order and funding on or after the Effective Date, and any such filings, recordings, approvals and consents shall not be necessary or required), and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such liens and security interests to third parties.

99. For the avoidance of doubt, and notwithstanding the occurrence of the Effective Date or anything in the Plan to the contrary, each guarantee request, letter of credit, letter of guarantee and payment guarantee applied for by the Debtors and issued by Unicredit

Bank AG prior to the Petition Date (the “UniCredit Guarantees”) shall remain in effect until such Unicredit Guarantee expires or terminates in accordance with the terms thereof. On the Effective Date, the Debtors shall fully backstop or cash collateralize, in each case on terms reasonably acceptable to Unicredit Bank AG, Unicredit Bank AG’s obligations under the Unicredit Guarantees until such time as each Unicredit Guarantee, respectively, expires or terminates in accordance with the terms thereof.

J. Preservation of Causes of Action

~~99.100.~~ 100. Except as otherwise provided in the Plan, and subject in all respects to the release and exculpation provisions contained therein, as of the Effective Date, each Cause of Action of the Debtors shall be preserved and, along with the exclusive right to enforce such Cause of Action, shall vest exclusively in the applicable Reorganized Debtor as of the Effective Date. Unless a Cause of Action is expressly waived, relinquished, released or compromised in the Plan or an order of the Court, the Reorganized Debtors expressly reserve such Cause of Action for later adjudication and, accordingly, no doctrine of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise), laches or other preclusion doctrine shall apply to such Cause of Action as a consequence of the Confirmation, the Plan, the vesting of such Cause of Action in the Reorganized Debtors, any order of the Court or these Chapter 11 Cases. No Person may rely on the absence of a specific reference in the Plan or the Disclosure Statement to any Cause of Action against them as an indication that the Reorganized Debtors will not pursue such Cause of Action.

K. References to Plan Provisions

~~100.101.~~ 101. The failure specifically to include or to refer to any particular article, section or provision of the Plan, any Plan Document or any related document or agreement in this Confirmation Order shall not diminish or impair the effectiveness of such

article, section or provision nor constitute a waiver thereof, it being the intent of this Court that the Plan be confirmed in its entirety, the Plan Documents be approved in their entirety, and all be incorporated herein by this reference.

L. Binding Effect

~~101.~~102. Notwithstanding Bankruptcy Rule 3020(e), 6004(h) or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan and the Plan Documents shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, the Estates, any and all Holders of Claims and Interests (irrespective of whether such Holders have accepted, or are deemed to have accepted, the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring property under the Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors.

M. Cancellation of Existing Interests, Existing Indebtedness and Related Agreements

~~102.~~103. On the Effective Date, except as otherwise specifically provided for in the Plan, all rights of any Holder of Interests in the Debtors, including, without limitation, options or warrants to purchase Interests or obligating the Debtors to issue, transfer or sell Interests of the Debtors, shall be cancelled.

~~103.~~104. Upon the indefeasible payment in full in Cash of its Allowed Prepetition Credit Agreement Claim or Allowed Senior Subordinated Noteholder Claim (including Make-Whole Settlement), each Holder of such Allowed Claim shall be deemed to have surrendered its respective loan or note, and all such surrendered loans, notes, loan documents and indentures shall be deemed to be cancelled as to the Debtors pursuant to Section 6.16 of the Plan, except to the extent otherwise provided herein. Such Claims shall be cancelled solely with respect to the Debtors, and such cancellation shall not alter the obligations or rights

of any non-Debtor third parties vis-à-vis one another with respect to such Claims. Upon the indefeasible payment in full in Cash of all Allowed Prepetition Credit Agreement Claims and Allowed Senior Subordinated Noteholder Claims (including Make-Whole Settlement), or promptly thereafter, Holders of such Allowed Claims and Deutsche Bank AG and Deutsche Luxembourg S.A. shall deliver to the Debtors or, after the Effective Date, the Reorganized Debtors, any termination statements, instruments of satisfaction, or releases of all security interests with respect to the applicable Allowed Claim that may reasonably be required in order to terminate any related financing statements, mortgages, mechanic's liens, or *lis pendens*, and take any and all other steps reasonably requested by the Debtors or, after the Effective Date, the Reorganized Debtors, that are necessary to cancel and/or extinguish any Liens or security interests securing such Claim; *provided, however*, that the Debtors or Reorganized Debtors, as applicable, shall be solely responsible for all costs and expenses associated with any of the foregoing actions or requests.

~~104.105.~~ Except as otherwise set forth in the Plan, upon the indefeasible payment in full in Cash of all Allowed Prepetition Credit Agreement Claims and Allowed Senior Subordinated Noteholder Claims (including Make-Whole Settlement), the Prepetition Credit Agreement Documents and Senior Subordinated Notes Indenture, respectively, shall terminate, except as necessary to (i) enforce the rights and Claims of the respective agent or trustee vis-à-vis the applicable lenders or holders and any parties other than the Debtors, including, for avoidance of doubt, pursuant to the Intercreditor Agreement, (ii) allow the respective agent or trustee to receive distributions under the Plan and to distribute them to the applicable lenders or holders in accordance with the terms of the applicable documents, and (iii) preserve any rights of the Prepetition Credit Agreement Agent and Senior Subordinated Notes Paying Agent to

payment of outstanding fees, expenses and indemnification obligations as against any money or property distributable to Holders of Prepetition Credit Agreement Claims or Senior Subordinated Noteholder Claims under the Prepetition Credit Agreement Documents and Senior Subordinated Notes Indenture, respectively. If the record Holder of Senior Subordinated Notes is DTC or its nominee or another securities depository or custodian thereof, and such Senior Subordinated Notes are represented by a global security held by or on behalf of DTC or such other securities depository or custodian, then each Holder of the applicable Senior Subordinated Notes shall be deemed to have surrendered such Holder's note, debenture, or other evidence of indebtedness upon surrender of such global security by DTC or such other securities depository or custodian thereof.

N. Exemption from Registration

~~105.106.~~ 106. The solicitation of acceptances and rejections of the Plan was exempt from the registration requirements of the Securities Act and applicable state securities laws, and no other non-bankruptcy law applies to the solicitation.

~~106.107.~~ 107. Except with respect to any Person that is an "underwriter" (as defined in section 1145(b) of the Bankruptcy Code) or an "affiliate" (as defined in the Securities Act), the issuance of the 1145 Offered Shares to the 1145 Eligible Holders in the 1145 Rights Offering pursuant to the 1145 Rights Offering Procedures, the issuance of the Backstop Commitment Fee Shares to the Equity Backstop Parties in accordance with the terms of the Equity Backstop Commitment Agreement, the issuance of Series B Preferred Stock to Honeywell and the issuance of GMI Common Stock to Holders of Existing Common Stock under Article 4 of the Plan shall be exempt from registration under Section 5 of the Securities Act (and any applicable Blue Sky Laws) under section 1145(a)(1) of the Bankruptcy Code. In addition, the issuance of the Accredited Investor Offered Shares to Accredited Investor Eligible

Holders in the Accredited Investor Rights Offering pursuant to the Accredited Investor Rights Offering Procedures and the issuance of shares of Convertible Series A Preferred Stock (including Unsubscribed Shares) to the PSA Investors pursuant to the Equity Backstop Commitment Agreement and the Plan Support Agreement shall be exempt from registration under Section 5 of the Securities Act in reliance upon the registration exemption provided in Section 4(a)(2) of the Securities Act (including, with respect to the Accredited Investor Offered Shares issued under the Accredited Investor Rights Offering, Rule 506 of Regulation D thereunder).

~~107.~~108. To the extent section 1145 of the Bankruptcy Code is applicable, the Securities to be issued under the Plan (a) are not “restricted securities” as defined in Rule 144(a)(3) under the Securities Act, and (b) are freely tradable and transferable by any initial recipient thereof that (i) is not an “affiliate” of the Debtors as defined in Rule 144(a)(1) under the Securities Act, (ii) has not been such an “affiliate” within 90 days of such transfer, and (iii) is not an entity that is an “underwriter” as defined in Section 1145(b) of the Bankruptcy Code. New GMI need not provide any further evidence other than the Plan or the Confirmation Order with respect to the treatment of the Securities to be issued under the Plan (including any Securities issued upon conversion of Securities issued under the Plan) under applicable securities laws to any party, including Equiniti Trust Company, acting as transfer agent to New GMI (the “Transfer Agent”), in connection with book-entry delivery, settlement or depository services. DTC or the Transfer Agent, as applicable, shall be required to accept and conclusively rely upon the Plan and Confirmation Order in lieu of a legal opinion regarding whether the Securities issued under the Plan (or issued upon conversion of Securities issued under the Plan) are exempt from registration and/or eligible for book-entry delivery, settlement, and depository services. No

entity (including, for the avoidance of doubt, DTC and the Transfer Agent) may require a legal opinion regarding the validity of any transaction contemplated by the Plan, including, for the avoidance of doubt, whether the Securities issued under the Plan or issued upon conversion of Securities issued under the Plan are exempt from registration and/or eligible for book-entry delivery, settlement, and depository services.

~~108.~~109. To the extent Securities are issued pursuant to the Plan, the Equity Backstop Commitment Agreement, and the Accredited Investor Rights Offering in reliance on section 4(a)(2) of the Securities Act (including, with respect to the issuance of the Accredited Investor Offering Shares in the Accredited Investor Rights Offering, Rule 506 of Regulation D thereunder), the offering, issuance, exchange, or distribution of such Securities shall be exempt from, among other things, the registration requirements of section 5 of the Securities Act. Any such Securities shall be “restricted securities” as defined in Rule 144(a)(3) under the Securities Act and shall only be transferable if registered under the Securities Act or if transferred pursuant to an exemption from the registration requirements of the Securities Act and other applicable securities laws.

O. Registration Rights Agreement

~~109.~~110. The obligations under the Registration Rights Agreement shall, as of the Effective Date, constitute legal, valid, binding and authorized obligations of the Reorganized Debtors, enforceable in accordance with its terms. The Reorganized Debtors are authorized, without further approval of this Court, to execute and deliver all agreements, documents, instruments and certificates relating to the Registration Rights Agreement and to perform their obligations thereunder in accordance with, and subject to, the terms of such agreement.

P. Series A Investor Rights Agreement

~~110.111.~~ On the Effective Date, the Reorganized Debtors shall, and are hereby authorized to, enter into and effectuate the Series A Investor Rights Agreement. The Reorganized Debtors are authorized, without further approval of this Court, to execute and deliver all agreements, documents, instruments and certificates relating to the Series A Investor Rights Agreement and to perform their obligations thereunder in accordance with, and subject to, the terms of such agreement.

Q. Provisions Governing Distributions

~~111.112.~~ All distributions pursuant to the Plan shall be made in accordance with Article 9 of the Plan. Except as otherwise set forth in the Plan, the Distribution Agent, at the direction of the Debtors or, after the Effective Date, the Reorganized Debtors, shall make all distributions required under Article 9 of the Plan and funded in accordance with Section 6.2 of the Plan.

R. Treatment of Executory Contracts and Unexpired Leases

~~112.113.~~ The Executory Contract and Unexpired Lease provisions of Article 8 of the Plan are hereby approved.

~~113.114.~~ Notwithstanding anything to the contrary in the Plan, this Confirmation Order, any Schedule of Executory Contracts and Unexpired Leases or any Cure Notice, the Reorganized Debtors are assuming, as of the Effective Date, pursuant to sections 365 and 1123 of the Bankruptcy Code, all Executory Contracts and Unexpired Leases, including any purchase orders, terms and conditions, arrangements, understandings, agreements, amendments, instruments and other documents executed or delivered in connection with any of the foregoing, in each case, other than the Honeywell Terminated Agreements (collectively, the “Agreements”),

in their entirety, without modification of any kind and subject to the terms, provisions and conditions set forth in such Agreements.

~~114.115.~~ 115. The Reorganized Debtors assume and agree to pay, perform and discharge when due, regardless of when arising, whether known or unknown, any and all unfulfilled obligations of the Debtors under the Agreements, including, but not limited to, warranty, recall and product liability obligations of the Debtors in respect of any goods or services supplied by the Debtors under the Agreements. Notwithstanding Sections 8.2, 11.1, 11.5, 11.9 and 11.11 of the Plan, all such obligations (whether or not constituting Cure Costs) shall remain fully enforceable against the Reorganized Debtors.

~~115.116.~~ 116. The Honeywell Terminated Agreements that are Executory Contracts or Unexpired Leases will be deemed rejected as of the Effective Date in accordance with sections 365 and 1123 of the Bankruptcy Code, pursuant to the Honeywell Settlement.

117. Notwithstanding anything to the contrary in the Plan, this Confirmation Order, any Schedule of Executory Contracts and Unexpired Leases or any Cure Notice, the Reorganized Debtors (i) will not assume on the Effective Date any Agreements with Fuel Cell Systems Manufacturing LLC and (ii) will only assume on the Effective Date the Agreements with General Motors LLC and its applicable affiliates and subsidiaries (collectively, “General Motors”) set forth on the agreed schedule exchanged between the parties and will not assume any other Agreements with General Motors on the Effective Date, in each case subject to further discussions among the relevant parties and resolution of the pending objections. All parties’ rights are reserved with respect to the remaining Agreements not being assumed on the Effective Date.

S. Honeywell Contracts

~~116.118.~~ 118. Notwithstanding anything to the contrary in the Plan, this

Confirmation Order, any Schedule of Assumed Executory Contracts and Unexpired Leases, any Cure Notice, or any other order entered in the Chapter 11 Cases, on the Effective Date, the Debtors shall assume that certain Separation and Distribution Agreement, dated as of September 27, 2018, by and between Honeywell International Inc. and Garrett Motion Inc., including all schedules thereto (collectively, the “Separation and Distribution Agreement”) pursuant to sections 365 and 1123 of the Bankruptcy Code, subject in all respects to the mutual releases set forth in section 11.13 of the Plan, and in the event of any conflict between the Separation and Distribution Agreement and the terms of the mutual releases set forth in section 11.13 of the Plan, the mutual releases shall control; *provided, however*, (i) Section 6.02 of the Separation and Distribution Agreement shall be deemed modified to provide for indemnification by SpinCo of the Honeywell Indemnitees solely for Liabilities of the Honeywell Indemnitees (x) provided in 6.02(b) of the Separation and Distribution Agreement or (y) to the extent relating to, arising out of or resulting from litigation commenced by a third-party against a Honeywell Indemnitee relating to the operation or conduct of the SpinCo Business whether conducted prior to or after the Distribution and (ii) Section 6.03 of the Separation and Distribution Agreement shall be deemed modified to provide for indemnification by Honeywell of the Spinco Indemnitees solely for Liabilities of the SpinCo Indemnitees (x) provided in 6.03(b) of the Separation and Distribution Agreement or (y) to the extent relating to, arising out of or resulting from litigation commenced by a third-party against a SpinCo Indemnitee relating to the operation or conduct of the Honeywell Business whether conducted prior to or after the Distribution. For the avoidance of doubt, all capitalized terms used in this paragraph ~~116~~[118](#) but not otherwise defined in the Plan or this Confirmation Order shall have the meanings ascribed to them in the Separation and Distribution Agreement.

~~117.119.~~ 119. After the Effective Date, the Reorganized Debtors and Honeywell will continue to address claims arising under ordinary course business dealings or commercial contracts or related to ongoing services or amounts owed under the Employee Matters Agreement, Intellectual Property Agreement, Trademark License Agreement, Transition Services Agreement, or Cash Repatriation Agreement (each as defined in Honeywell's proof of claim) in good faith and in the ordinary course of business, in consultation with the Plan Sponsors and subject to the Plan Sponsors' consent (such consent not to be unreasonably withheld, conditioned or delayed).

T. Vesting of Assets in the Reorganized Debtors

~~118.120.~~ 120. Except as otherwise provided in the Plan or in any contract, instrument, release or other agreement or document created pursuant to the Plan or in the Confirmation Order, upon the Effective Date, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, all property (including all interests, rights and privileges related thereto) of each of the Debtors shall vest in each of the respective Reorganized Debtors free and clear of all Claims, Liens, encumbrances, charges and Interests. All Liens, Claims, encumbrances, charges and Interests shall be deemed fully released and discharged as of the Effective Date, except as otherwise provided in the Plan or the Confirmation Order. Except as otherwise provided in the Plan or the Confirmation Order, as of the Effective Date, the Reorganized Debtors may operate their businesses and may use, acquire, and dispose of property and settle and compromise Claims and Interests without supervision or approval by the Court and free of any restrictions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules and in all respects as if there were no pending cases under any chapter or provision of the Bankruptcy Code with respect to the Debtors.

U. Effectiveness of All Actions

~~119.121.~~ 121. All actions contemplated by the Plan, including all actions in connection with the Plan Documents, are hereby effective and authorized to be taken on, prior to or after the Effective Date, as applicable, without further order of the Court, or further action by the respective officers, directors, managers, members or equity holders of the Debtors or the Reorganized Debtors, and with the effect that such actions had been taken by unanimous action of such officers, directors, managers, members or equity holders.

V. Release of Liens

~~120.122.~~ 122. Except as otherwise provided in the Plan, or in any contract, instrument, release or other agreement or document created pursuant to the Plan or the Confirmation Order, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan, and, in the case of a DIP Claim, Senior Subordinated Noteholder Claim, or Secured Claim, indefeasible payment and satisfaction in full in cash of the portion of the DIP Claim, Senior Subordinated Noteholder Claim, or Secured Claim that is Allowed as of the Effective Date in accordance with the Plan, all mortgages, deeds of trust, Liens, pledges or other security interests against any property of the Estates shall be fully released, settled, discharged and compromised, and all rights, titles and interests of any holder of such mortgages, deeds of trust, Liens, pledges or other security interests against any property of the Estates shall revert to the applicable Debtor and its successors and assigns. The Debtors or, after the Effective Date, the Reorganized Debtors shall be authorized to execute and file any necessary or desirable documents to evidence such release in the name of the party secured by such pre-Effective Date mortgages, deeds of trust, Liens, pledges or other security interests.

W. Releases, Exculpations, Injunction and Related Provisions

~~121.123.~~ Article 11 of the Plan, including the releases, exculpation, discharge and injunction contained therein, is hereby approved and authorized.

~~122.124.~~ Nothing in the Plan or this Confirmation Order shall affect any release granted under any prior order of this Court, all of which remain in full force and effect in accordance with their respective terms.

X. Subordinated Claims

~~123.125.~~ The allowance, classification and treatment of all Allowed Claims and Interests and the respective distributions and treatments under the Plan take into account, conform to, and satisfy the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal and equitable subordination rights relating thereto; *provided, however*, that the Debtors reserve the right to reclassify or modify the treatment of any Allowed Claim or Interest in accordance with any contractual, legal, or equitable subordination relating thereto, unless otherwise provided in a settlement agreement concerning such Allowed Claim or Interest, *provided, further*, that in no event shall the Prepetition Credit Agreement Claims, Senior Subordinated Noteholder Claims, or DIP Claims be reclassified or subordinated pursuant to section 510 of the Bankruptcy Code, principles of equitable subordination or otherwise.

Y. Professional Fee Claims

~~124.126.~~ All final requests for payment of Professional Fee Claims shall be filed and served no later than 30 days after the Effective Date. The Court shall determine the Allowed amounts of such Professional Fee Claims. Any objections to Professional Fee Claims must be filed and served on the Debtors and the requesting party no later than 30 days after service of the final request for payment of Professional Fee Claims. Except to the extent that the

applicable Holder of an Allowed Professional Fee Claim agrees to less favorable treatment with the Debtors or, after the Effective Date, the Reorganized Debtors, each Holder of a Professional Fee Claim that has been approved by the Court shall be paid in full in Cash.

~~125.127.~~ 127. In accordance with Section 3.2.2 of the Plan, the Debtors shall fund the Professional Fee Escrow Account on or prior to the Effective Date with Cash equal to the aggregate Professional Fee Reserve Amount for all Professionals. The Professional Fee Escrow Account shall be maintained in trust for the Professionals. Such funds in the Professional Fee Escrow Account shall not constitute property of the Debtors' Estates, except as provided in the last sentence of this paragraph. The amount of Professional Fee Claims owing to the Professionals on and after the Effective Date shall be paid in Cash to such Professionals from funds held in the Professional Fee Escrow Account, without interest or other earnings therefrom, as soon as reasonably practicable after such Claims are Allowed by a Court order; provided that the Debtors' obligation with respect to Professional Fee Claims will not be limited nor be deemed to be limited in any way to the balance of funds held in the Professional Fee Escrow Account. When all Allowed Professional Fee Claims have been paid in full, amounts remaining in the Professional Fee Escrow Account, if any, shall revert to the Reorganized Debtors, without any further notice to, action, order, or approval of the Court or by any other Entity.

~~126.128.~~ 128. In accordance with Section 3.2.3 of the Plan, to receive payment for unbilled fees and expenses incurred through and including the Effective Date, the Professionals shall estimate their accrued Professional Fee Claims prior to and as of the Confirmation Date, along with an estimate of fees and expenses to be incurred through and including the Effective Date, and shall deliver such good faith estimates to the Debtors and counsel to the Plan Sponsors, Honeywell and the Additional Investors by no later than seven

days before the Effective Date; *provided, however*, that such estimates shall not be considered an admission or limitation with respect to the fees and expenses of such Professional. If a Professional does not provide such estimate, the Debtors may estimate the unbilled fees and expenses of such Professional. The total amount so estimated shall comprise the Professional Fee Reserve Amount. To the extent the Professional Fee Reserve Amount is not sufficient to pay all Allowed Professional Fee Claims in full, the remaining aggregate amount of the Allowed Professional Fee Claims shall be paid by the Debtors.

Z. Post-Effective Date Fees and Expenses

~~127.~~129. Except as otherwise specifically provided in the Plan, from and after the Effective Date, the Reorganized Debtors may, in the ordinary course of business and without any further notice to or action, order or approval of the Court, pay in Cash the legal, professional or other fees and expenses related to the implementation and consummation of the Plan incurred by the Reorganized Debtors or any Professional following the Effective Date. Upon the Effective Date, any requirement that Professionals comply with sections 327 through 331 and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and each Reorganized Debtor may employ and pay any Professional for services rendered or expenses incurred after the Effective Date in the ordinary course of business without any further notice to or action, order or approval of the Court.

AA. DIP Claims

~~128.~~130. All DIP Claims shall be Allowed in the full amount due and owing under the DIP Facility Documents and the Final DIP Order. For the avoidance of doubt, the DIP Claims shall not be subject to any avoidance, reduction, setoff, recoupment, recharacterization, subordination (equitable, contractual or otherwise), counterclaim, defense, disallowance, impairment, objection or any challenges under applicable law or regulation.

~~129.~~131. Except to the extent that a Holder of an Allowed DIP Claim agrees to a less favorable treatment, on the Effective Date, each Holder of an Allowed DIP Claim shall receive Cash equal to the full amount of its Allowed DIP Claims in full and final satisfaction of such Claims. Distributions to Holders of DIP Claims shall be deemed completed when made to (or at the direction of) the DIP Agent, which shall be deemed to be the Holder of such Claims for purposes of distributions to be made hereunder. Once received by the DIP Agent, distributions shall be made as soon as practicable to the Holders of Allowed DIP Claims in accordance with the DIP Agreement. If the DIP Agent is unable to make, or consents to the Reorganized Debtors making, such distributions, the Reorganized Debtors, with the DIP Agent's cooperation, shall make such distributions to the extent practicable to do so.

~~130.~~132. Upon the indefeasible payment and satisfaction in full of all Allowed DIP Claims, and termination of all commitments made and incurred pursuant to the DIP Credit Agreement, the DIP Facility Documents and all Liens and security interests granted pursuant to the DIP Facility Documents, whether in the Chapter 11 Cases or otherwise, shall automatically terminate and be of no further force or effect, and all obligations of the Debtors or the Reorganized Debtors, as applicable, arising out of or related to the DIP Claims shall be automatically discharged and released, in each case, without further action by the DIP Agent or the DIP Lenders. The DIP Agent and the DIP Lenders shall take all actions to effectuate and confirm such termination, release, and discharge as reasonably requested by the Debtors or, after the Effective Date, the Reorganized Debtors, in each case at the sole expense of the Debtors or the Reorganized Debtors, as applicable.

BB. Statutory Fees Payable Pursuant to 28 U.S.C. § 1930

~~131.~~133. All fees due and payable pursuant to section 1930 of Title 28 of the U.S. Code prior to the Effective Date shall be paid by the Debtors on the Effective Date.

CC. Priority Tax Claims

~~132.134.~~ Except to the extent that the applicable Holder of an Allowed Priority Tax Claim has been paid by the Debtors before the Effective Date, or such Holder agrees to less favorable treatment, each Holder of an Allowed Priority Tax Claim shall receive, on account of such Allowed Priority Tax Claim, at the option of the Debtors or, after the Effective Date, the Reorganized Debtors, (i) payment in full in Cash made on or as soon as reasonably practicable after the Effective Date, (ii) regular installment payments in accordance with section 1129(a)(9)(C) of the Bankruptcy Code, or (iii) such other amounts and in such other manner as may be determined by the Court to provide the Holder of such Allowed Priority Tax Claim deferred Cash payments having a value, as of the Effective Date, equal to such Allowed Priority Tax Claim.

~~133.135.~~ The Reorganized Debtors shall have the right, in their sole discretion, to pay any Allowed Priority Tax Claim or any remaining balance of an Allowed Priority Tax Claim (together with accrued but unpaid interest) in full at any time after the Effective Date without premium or penalty.

DD. Ad Hoc Lender Group Expenses, Prepetition Credit Agreement Agent Expenses and Senior Subordinated Notes Trustee Expenses

~~134.136.~~ Any outstanding and unpaid Ad Hoc Lender Group Expenses incurred, or estimated to be incurred, up to and including the Effective Date shall be paid in full in Cash on the Effective Date without the requirement to file a fee application with the Court or comply with any guidelines of the U.S. Trustee, and, subject to the Final DIP Order, without any requirement for review or approval by the Court or any Entity. All Ad Hoc Lender Group Expenses to be paid on the Effective Date shall be estimated, as necessary, prior to and as of the Effective Date and such estimate shall be delivered to the Debtors; *provided* that such estimate

shall not be considered an admission or limitation with respect to such Ad Hoc Lender Group Expenses. In addition, the Debtors or the Reorganized Debtors shall continue to pay the Ad Hoc Lender Group Expenses, as necessary, after the Effective Date when due and payable in the ordinary course solely to the extent related to implementation, consummation and defense of the Plan, whether incurred before, on or after the Effective Date, without any requirement for review or approval by the Court or any Entity.

~~135.~~137. Any outstanding and unpaid Prepetition Credit Agreement Agent Expenses incurred, or estimated to be incurred, up to and including the Effective Date, shall be paid in full in Cash on the Effective Date without the requirement to file a fee application with the Court or comply with any guidelines of the U.S. Trustee, and, subject to the Final DIP Order, without any requirement for review or approval by the Court or any Entity. All Prepetition Credit Agreement Agent Expenses to be paid on the Effective Date shall be estimated, as necessary, prior to and as of the Effective Date and such estimate shall be delivered to the Debtors; provided that such estimate shall not be considered an admission or limitation with respect to such Prepetition Credit Agreement Agent Expenses.

~~136.~~138. Any outstanding and unpaid Senior Subordinated Notes Indenture Trustee Expenses incurred, or estimated to be incurred, up to and including the Effective Date, shall be paid in full in Cash on the Effective Date without the requirement to file a fee application with the Court or comply with any guidelines of the U.S. Trustee, and, subject to the Final DIP Order, without any requirement for review or approval by the Court or any Entity. All Senior Subordinated Notes Indenture Trustee Expenses to be paid on the Effective Date shall be estimated, as necessary, prior to and as of the Effective Date and such estimate shall be delivered to the Debtors; provided that such estimate shall not be considered an admission or limitation

with respect to such Senior Subordinated Notes Indenture Trustee Expenses.

EE. Transaction Expenses

~~137.~~139. On the Effective Date, the Reorganized Debtors shall, to the extent invoiced at least two days prior to the Effective Date (which invoice may include good faith estimates of Transaction Expenses to be incurred by a PSA Professional through the Effective Date), pay the Transaction Expenses, in each case, whether accrued prepetition or postpetition, to the extent not otherwise paid during the Chapter 11 Cases; *provided* that any estimated Transaction Expenses shall not be considered an admission or limitation with respect to such PSA Professional's fees and expenses; *provided, further*, for the avoidance of doubt, no invoices shall be required to include itemized time detail. The Transaction Expenses shall be payable without the requirement to (a) file retention applications, fee applications, or any other applications in the Chapter 11 Cases, or (b) comply with any guidelines of the U.S. Trustee. The Transaction Expenses shall be Allowed in full as Administrative Expense Claims upon incurrence, and shall not be subject to any offset, defense, counterclaim, reduction, or credit. The Transaction Expenses shall (1) not be subject to the Administrative Claims Bar Date and (2) be payable without an application to the Bankruptcy Court and without notice and a hearing.

FF. Administrative Expense Claims

~~138.~~140. Except to the extent that the applicable Holder of an Allowed Administrative Expense Claim agrees to less favorable treatment with the Debtors or, after the Effective Date, the Reorganized Debtors, each Holder of an Allowed Administrative Expense Claim shall receive, on account of such Allowed Administrative Expense Claim to the extent any portion of such Allowed Administrative Expense Claim has not been paid in full during the course of the Chapter 11 Cases, payment in full in Cash (i) on or as soon as reasonably practicable after the later of the Effective Date and the date such Claim is Allowed, (ii) if such

Allowed Administrative Expense Claim is for goods and services provided to the Debtors in the ordinary course of business, in accordance with the terms and conditions of the applicable transaction documentation or course of business dealings with the applicable Debtor, (iii) as otherwise may be agreed upon by such Holder and the applicable Debtor or, after the Effective Date, Reorganized Debtor, or (iv) as otherwise ordered by the Court.

~~139.~~141. Absent order of the Court to the contrary, and except for Transaction Expenses, all requests for payment of Administrative Expense Claims that accrued on or before the Effective Date (other than on account of Professional Fee Claims and U.S. Trustee Fees) must be filed with the Notice and Claims Agent and served on counsel for the Debtors by the Administrative Expense Claim Bar Date. Any Holder of an Administrative Expense Claim who is required to, but does not, file and serve a request for payment of such Administrative Expense Claim pursuant to the procedures specified in this Confirmation Order on or prior to the Administrative Expense Claim Bar Date shall be forever barred, estopped and enjoined from asserting such Administrative Expense Claim against the Debtors or the Reorganized Debtors or their respective property, and such general Administrative Expense Claim shall be deemed discharged as of the Effective Date. The Administrative Expense Claim Bar Date shall be the 30th day after the notice of entry of the Effective Date.

GG. Section 1146 Exemption from Certain Transfer Taxes and Recording Fees

~~140.~~142. Pursuant to, and to the fullest extent permitted by, section 1146(a) of the Bankruptcy Code, any transfers from the Debtors to the Reorganized Debtors or to any other Entity, pursuant to, in contemplation of, or in connection with the Plan (including any transfer pursuant to: (i) the issuance, distribution, transfer, or exchange of any debt, equity security, or other interest in the Debtors or the Reorganized Debtors; (ii) the creation, modification, consolidation, assumption, termination, refinancing and/or recording of any

mortgage, deed of trust or other security interest, or the securing of additional indebtedness by such or other means; (iii) the making, assignment or recording of any lease or sublease; (iv) the grant of collateral as security for any or all of the New Exit Facilities; or (v) the making, delivery or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan) shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, sales and use tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment, and the appropriate state or local government officials or agents shall, and shall be directed to, forgo the collection of any such tax, recordation fee or government assessment and to accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee or government assessment. The Court shall retain specific jurisdiction with respect to these matters.

~~141.~~143. Each federal, state, commonwealth, local, foreign, or other governmental agency is directed and authorized to accept the validity of (a) any and all documents, trust agreements, mortgages, and instruments, and (b) all actions of the Debtors that are necessary or appropriate to effectuate, implement, or consummate the transactions contemplated by the Plan, this Confirmation Order, and the agreements created or contemplated by the Plan or this Confirmation Order, without payment of any recording tax, stamp tax, transfer tax, or similar tax imposed by state or local law.

HH. Retention of Jurisdiction

~~142.~~144. Notwithstanding the entry of this Confirmation Order and the occurrence of the Effective Date, this Court shall retain exclusive jurisdiction over all matters arising out of, or related to, these Chapter 11 Cases and the Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including jurisdiction over those matters set forth in Article 14 of the Plan, in each case, unless Article 14 of the Plan provides otherwise.

II. Authorization to Take Actions to Implement and Consummate the Plan

~~143.~~145. Pursuant to section 1142(b) of the Bankruptcy Code, each of the Debtors and the Reorganized Debtors are hereby authorized and empowered to take such actions as may be necessary or appropriate to effectuate and implement the provisions of the Plan and any other Plan Documents, without the need for any approvals, authorizations, actions or consents except for those expressly required pursuant hereto.

JJ. Intercompany Claims and Interests

~~144.~~146. Notwithstanding anything herein to the contrary, on the Effective Date, each Allowed Intercompany Claim and each Allowed Intercompany Interest shall either be Reinstated or cancelled and released without any distribution, as reasonably agreed between the Debtors, Honeywell, the Plan Sponsors and the Requisite Additional Investors.

KK. Dissolution of the Committees

~~145.~~147. After the Effective Date, the Committees' functions shall be restricted to and shall not be heard on any issue except applications filed pursuant to sections 330 and 331 of the Bankruptcy Code. Upon the resolution of all matters set forth in the prior sentence, each of the Committees shall dissolve, and the members thereof shall be released and discharged from all rights and duties arising from, or related to, the Chapter 11 Cases in accordance with the Plan.

LL. Modifications or Amendments

~~146.148.~~ 148. The Plan may only be amended, modified or supplemented by the Debtors in accordance with Section 13.1 of the Plan. All modifications and amendments to the Plan since the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code, and do not require additional disclosure or resolicitation under Bankruptcy Rule 3019. No Holder of a Claim or Interest shall be permitted to change its vote as a consequence of the Plan modifications unless otherwise agreed to by the Holder of the Claim or Interest and the Debtors and such change is approved by the Court in accordance with Bankruptcy Rule 3018(a). Prior to the Effective Date, and subject to compliance with Section 13.1 of the Plan, the Debtors may make additional appropriate technical adjustments or modifications to the Plan, without further order or approval of the Court.

MM. Effect of Conflict between Plan and Confirmation Order

~~147.149.~~ 149. If there is any direct conflict between the terms of the Plan or any of the Plan Documents and the terms of this Confirmation Order, the terms of this Confirmation Order shall control.

NN. Notice of Entry of Confirmation Order and Occurrence of Effective Date

~~148.150.~~ 150. In accordance with Bankruptcy Rules 2002(f)(7), 2002(k) and 3020(c), within 15 Business Days following the occurrence of the Effective Date, the Debtors shall serve notice of entry of this Confirmation Order and occurrence of the Effective Date on all parties served with the Confirmation Hearing Notice in substantially the form of the notice annexed hereto as Exhibit B, which form is hereby approved, to be delivered to such parties by first-class mail, postage prepaid, or by electronic mail as authorized in the Solicitation Procedures Order; *provided* that no notice or service of any kind shall be required to be mailed or made upon any Entity to whom the Debtors served the notice of the Confirmation Hearing, but

received such notice returned marked “undeliverable as addressed,” “moved, left no forwarding address” or “forwarding order expired,” or similar reason and the Debtors have made a reasonable effort to ascertain an alternative mailing address, unless the Debtors have been informed in writing by such Entity, or are otherwise aware, of that Entity’s new address; *provided, further*, that the Debtors may, within their reasonable discretion, determine to serve separate notices of entry of this Confirmation Order and occurrence of the Effective Date on the parties and in the manner described above, each of such separate notice to be, in relevant part, in substantially the form of the notice annexed hereto as Exhibit B.

~~149.~~151. Mailing of the notice of entry of this Confirmation Order and occurrence of the Effective Date in the time and manner set forth in the previous paragraph shall be good and sufficient notice under the particular circumstances in accordance with the requirements of Bankruptcy Rules 2002 and 3020(c), and no further notice shall be necessary.

OO. Injunctions and Automatic Stay

~~150.~~152. Unless otherwise provided in the Plan or in this Confirmation Order, all injunctions or stays in effect in these Chapter 11 Cases and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or this Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or this Confirmation Order shall remain in full force and effect in accordance with their terms.

~~151.~~153. This Confirmation Order shall permanently enjoin the commencement or prosecution by any Person, whether directly, derivatively or otherwise, of any Claims, Interests, Causes of Action, obligations, suits, judgments, damages, demands, debts, rights or liabilities released or discharged pursuant to the Plan.

PP. Nonseverability of Plan Provisions Upon Confirmation

~~152.154.~~ Each term and provision of the Plan, as it may have been altered or interpreted herein, is: (a) valid and enforceable pursuant to its terms; (b) integral to the Plan and may not be deleted or modified except in accordance with Section 13.1 of the Plan; and (c) nonseverable and mutually dependent.

QQ. Reversal, Stay, Modification or Vacatur of Confirmation Order

~~153.155.~~ Except as otherwise provided in this Confirmation Order, if any or all of the provisions of this Confirmation Order are hereafter reversed, modified, vacated, or stayed by subsequent order of this Court, or any other court, such reversal, modification, vacatur or stay shall not affect the validity or enforceability of any act, obligation, indebtedness, liability, priority, or Lien incurred or undertaken by the Debtors, the Reorganized Debtors, or any other party authorized or required to take action to implement the Plan, as applicable, prior to the effective date of such reversal, modification, vacatur or stay. Notwithstanding any such reversal, modification, vacatur or stay of this Confirmation Order, any act or obligation incurred or undertaken pursuant to, or in reliance on this Confirmation Order prior to the effective date of such reversal, modification, vacatur or stay shall be governed in all respects by the provisions of this Order, the Plan, the Plan Documents, or any amendments or modifications to the foregoing.

RR. Authorization to Consummate

~~154.156.~~ The Debtors are authorized to consummate the Plan on any Business Day selected by the Debtors after the entry of this Confirmation Order, subject to satisfaction or waiver (in accordance with Section 12.2 of the Plan) of the conditions to the Effective Date set forth in Section 12.1 of the Plan. The Plan shall not become effective unless and until the conditions set forth in Section 12.1 of the Plan have been satisfied or waived in accordance with Section 12.2 of the Plan.

TT. Tax Withholding

~~155.157.~~ 157. In connection with the Plan, to the extent applicable, the Debtors, the Reorganized Debtors and the Distribution Agent shall comply with all tax withholding and reporting requirements imposed on them by any federal, state, local or foreign tax law, and all distributions pursuant hereto shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Debtors, the Reorganized Debtors and the Distribution Agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including withholding in kind, liquidating a portion of the distributions to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions, or establishing any other mechanisms they believe are reasonable and appropriate. For purposes of the Plan, any withheld amount (or property) shall be treated as if paid to the applicable claimant. Each Reorganized Debtor shall have the right to allocate all distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support and other spousal awards, liens and encumbrances. Distributions in full or partial satisfaction of Allowed Claims shall be allocated first to trust fund type taxes, then to other taxes, and then to the principal amount of Allowed Claims, with any excess allocated to unpaid interest that has accrued on such Claims.

UU. Waiver of 14-Day Stay

~~156.158.~~ 158. Notwithstanding any Bankruptcy Rule (including, without limitation, Bankruptcy Rules 3020(e), 6004(h), 6006(d) and 7062), this Confirmation Order is effective immediately and not subject to any stay, sufficient cause having been shown.

VV. Substantial Consummation

~~157.~~159. On the Effective Date, the Plan shall be deemed substantially consummated under sections 1101 and 1127(b) of the Bankruptcy Code.

WW. Debtors' Actions Post-Confirmation Through the Effective Date

~~158.~~160. During the period from entry of this Confirmation Order through and until the Effective Date, each of the Debtors shall continue to operate their business as a debtor in possession, subject to the oversight of the Court as provided under the Bankruptcy Code, the Bankruptcy Rules, this Confirmation Order and any Final Order of the Court.

XX. Final Order

~~159.~~161. This Confirmation Order is intended to be a Final Order and the period in which an appeal must be filed shall commence upon the entry hereof.

Dated: _____
New York, New York

The Honorable Michael E. Wiles
United States Bankruptcy Judge

Exhibit A

Plan

Exhibit B

Notice of Confirmation

Andrew G. Dietderich
Brian D. Glueckstein
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Counsel to the Debtors

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

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

**NOTICE OF (I) ENTRY OF ORDER CONFIRMING THE DEBTORS’
AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION
UNDER CHAPTER 11 OF THE BANKRUPTCY CODE
AND (II) OCCURRENCE OF EFFECTIVE DATE**

PLEASE TAKE NOTICE that on April [•], 2021, the Honorable Michael E. Wiles, United States Bankruptcy Judge for the United States Bankruptcy Court for the Southern District of New York, entered the *Findings of Fact, Conclusions of Law and Order Confirming the Amended Joint Chapter 11 Plan of Reorganization of Garrett Motion Inc. and its Debtor Affiliates* [D.I. [•]] (the “Confirmation Order”). The Confirmation Order, among other things, confirmed the *Debtors’ Amended Joint Chapter 11 Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [D.I. 1129] (including the Plan Supplement and all other exhibits and schedules thereto, as may be amended, modified or supplemented from time to time in accordance with its terms and the terms hereof, the “Plan”).²

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

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

PLEASE TAKE FURTHER NOTICE that on [•], 2021, the Effective Date of the Plan occurred. All conditions precedent to the Effective Date set forth in Article 12 of the Plan have been satisfied or waived in accordance with the Plan and the Confirmation Order.

PLEASE TAKE FURTHER NOTICE that in accordance with the Plan, any Holder of an Administrative Expense Claim (except as otherwise provided in the Plan) must file and serve a request for payment of such Administrative Expense Claim on or prior to the 30th day after the date hereof or will be forever barred, estopped and enjoined from asserting such Administrative Expense Claim against the Debtors or the Reorganized Debtors or their respective property, and such Administrative Expense Claim shall be deemed discharged as of the Effective Date.

PLEASE TAKE FURTHER NOTICE that Article 11 of the Plan and the Confirmation Order contain certain release, exculpation and injunction provisions that are binding on the Holders of Claims and Interests as set forth in more detail in the Plan and Confirmation Order.

PLEASE TAKE FURTHER NOTICE that the Plan and its provisions are immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, any and all Holders of Claims and Interests (irrespective of whether such Holders have accepted, or are deemed to have accepted, the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring property under the Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors and the respective heirs, executors, administrators, successors or assigns, affiliates, officers, directors, agents, representatives, attorneys, beneficiaries, or guardians, if any, of any of the foregoing.

PLEASE TAKE FURTHER NOTICE that copies of the Confirmation Order and the Plan may be obtained from the Court's website, <https://ecf.nysb.uscourts.gov>, for a nominal fee, or obtained free of charge by accessing the website of the Debtors' claims and noticing agent, <https://kccllc.net/garrettmotion/>.

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New York, New York

/s/ DRAFT
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