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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)
	:	
Reorganized Debtor.	:	Jointly Administered
	:	
_____	X	

**REORGANIZED DEBTORS' OBJECTION TO MOTION BY
NOMIS BAY, LTD. AND BPY LTD. TO COMPEL COMPLIANCE
WITH THE DEBTORS' AMENDED JOINT PLAN OF REORGANIZATION
UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

¹ The last four digits of Garrett Motion Inc.'s tax identification number are 3189. The Reorganized Debtor's corporate headquarters is located at La Pièce 16, Rolle, Switzerland.



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Garrett Motion Inc. (“GMI”), on behalf of itself and its affiliated reorganized debtors (collectively, the “Reorganized Debtors”), hereby files this objection (the “Objection”) to the *Motion by Nomis Bay, Ltd. And BPY Ltd. To Compel Compliance with the Debtors’ Amended Joint Plan of Reorganization under Chapter 11 of the Bankruptcy Code* [D.I. 1445] (the “Motion”), filed by Nomis Bay, Ltd. (“Nomis Bay”) and BPY, Ltd. (“BPY,” and together with Nomis Bay, collectively, the “Movants”). As discussed below, the Motion should be denied.

PRELIMINARY STATEMENT

1. The Movants ask this Court to absolve their failures to comply with the Accredited Investor Rights Offering Procedures and U.S. federal securities laws that resulted in their subscription requesting participation in the Accredited Investor Rights Offering being rejected. The Movants provide no basis or valid justification for such extraordinary relief more than six months after the Plan effective date. Furthermore, the remedy sought—issuance of additional shares to the Movants—is not available.

2. Despite clear instructions set out in the Court-approved rights offering procedures, the Movants submitted defective documentation that manifestly failed to meet the standards required under U.S. federal securities laws. These requirements were not mere “buzz words” for the Movants to ignore or interpret as they saw fit, but were in fact *verbatim* from Rule 506 of Regulation D under the U.S. Securities Act of 1933 (as amended, the “Securities Act”) and necessary for compliance with the rule. Compliance with the Rule 506(c) safe harbor was a key pillar of the Debtors’ bifurcated rights offering and permitted the Debtors to offer additional shares of series A preferred stock (“Series A Shares”) to minority shareholders without filing a Securities Act registration statement, which would have been infeasible prior to emergence from these Chapter 11 Cases.

3. The Movants received their shares purchased through the 1145 Rights

Offering. Their request to also participate in the Accredited Investor Rights Offering was evaluated in the same manner using the same criteria as the more than 350 other parties who submitted responsive materials. The Movants are merely two of 100 subscribers who did not satisfy the requirements to be confirmed as accredited investors eligible to participate in that portion of the rights offering. The Motion ignores U.S. federal securities law altogether and provides nothing to support the Movants' reckless allegations that the Debtors acted in bad faith or otherwise failed to comply with the Court-approved rights offering procedures.

4. As the Court is well aware, the Debtors' determined it critical that they emerge from Chapter 11 at the end of April 2021, which left precious little time to complete the rights offering, finalize the Reorganized Debtors' capital structure, close on the transactions embodied in the Plan, and actually emerge within three short weeks. The Movants' attempts to point to the Debtors' reservation of rights under the rights offering procedures as somehow requiring the Debtors to provide the Movants an opportunity to correct their defective submissions is false. In fact, the Rights Offering Procedures approved by this Court expressly made clear that the Debtors had no such obligation.

5. In reality, there was no time to permit late re-submissions even if the Debtors had desired to do so without jeopardizing the ability to emerge on schedule. There was also no basis to favor the Movants over other shareholders who likewise had their subscriptions rejected, and there certainly was no time to go back to 100 shareholders to address their various deficiencies. The Movants also erroneously emphasize correspondence sent to accredited investors by the Debtors' solicitation agent on April 28, 2021. That correspondence was in fact **not** sent to the Movants but rather only sent to holders who were actually verified as accredited investors, including separate entities that, based on publicly available information, appear to be

affiliated with the Movants.

6. Lastly, the rights offering and refinancing were successfully concluded upon emergence pursuant to the Plan. The Reorganized Debtors thus do not have the ability today to provide the Movants additional Series A Shares. Issuing new Series A Shares would require soliciting and obtaining approval from a majority of the holders of Series A Shares and Honeywell, a cumbersome, lengthy and expensive process with a low likelihood of success. The Movants confuse the general cap on future preferred stock of all series (which is irrelevant) with the ability to *issue* new Series A Shares to Movants, which is neither authorized nor permitted. The Motion is meritless and should be denied.

RELEVANT FACTS

A. The Reorganized Debtors' Chapter 11 Cases

7. On September 20, 2020, GMI and each of its affiliated debtors (the "Debtors") filed a voluntary petition for relief under chapter 11 of title 11 of the United States Bankruptcy 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").

8. After four contentious months of proceedings, on January 22, 2021, the Debtors filed: (i) *Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [D.I. 780] (as amended, modified or supplemented from time to time, the "Plan"); (ii) *Disclosure Statement for Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [D.I. 781] (as amended, modified or supplemented from time to time, the "Disclosure Statement"); (iii) revised proposed order approving the Solicitation Procedures Motion and related revised exhibits [D.I. 782]² and (iv) *Debtors' Motion for an Order*

² On January 8, 2021, the Debtors filed the *Debtors' Motion for Entry of an Order (I) Approving the Disclosure*

(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] (as amended, modified or supplemented from time to time, the “PSA and BCA Motion”), each reflecting the transaction with Honeywell International Inc. (“Honeywell”), Oaktree Capital Management, L.P., Centerbridge Partners, L.P. and the additional parties to their coordination agreement.

9. On January 26, 2021, the official committee of equity securities holders (the “Equity Committee”) filed a motion seeking to terminate the Debtors’ exclusive periods to file a chapter 11 plan and solicit acceptances [D.I. 794] (the “Motion to Terminate Exclusivity”), and stated it intended to contest confirmation of the Plan.

10. At the trial commencing on February 16, 2021 to consider the Solicitation Procedures Motion, the PSA and BCA Motion, and the Equity Committee’s Motion to Terminate Exclusivity, the Court recommended mediation, after which the parties agreed to mediate.

11. Following successful mediation and agreement with the Equity Committee, on March 9, 2021, the Debtors filed: (i) a second amended and restated plan support agreement [D.I. 990]; (ii) a replacement equity backstop commitment agreement (as amended, supplemented or modified from time to time, the “BCA”) [D.I. 991]; (iii) the third amended Plan [D.I. 993]; (iv) the third revised Disclosure Statement [D.I. 994] and (iv) further revised proposed order approving the Solicitation Procedures Motion and related exhibits [D.I. 995], each reflecting the revised plan transactions incorporating the settlement with the Equity Committee.

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] (including the proposed order and all related exhibits and as amended, modified or supplemented from time to time, the “Solicitation Procedures Motion”).

12. On March 10, 2021, the Court held a hearing and approved the Solicitation Procedures Motion, the Disclosure Statement and the PSA and BCA Motion.³

B. The Bifurcated Rights Offering

13. A key component of the settlement with the Equity Committee was the revised treatment of holders of GMI common stock. Under the revised Plan, each GMI common stock holder had the option to (i) receive a number of shares of reorganized GMI common stock equal to the number of shares of GMI common stock held by such holder and each holder's pro rata share of the subscription rights in a rights offering for Series A Shares, or (ii) at such holder's election, receive cash in the amount of \$6.25 per share in exchange for cancellation of its GMI common stock. (Plan at 39.) Any holder of GMI common stock who did not timely elect to receive cash also had the option to participate in the \$632 million rights offering to purchase approximately 1.45 Series A Shares for each share of GMI common stock at a subscription price of \$5.25 per Series A Share. (*See* Disclosure Statement at 58.) The rights offering was completely backstopped with the Debtors having contractual commitments under the BCA for all unsubscribed Series A Shares to be purchased by the backstop and plan sponsor parties in order to ensure the Reorganized Debtors received the necessary financing on the emergence date. (Plan at 43.)

14. As explained at the March 10, 2021 hearing, the rights offering was bifurcated to allow the Debtors to maximize the amount of subscription rights available to all GMI stockholders and to offer all Series A Shares without filing a Securities Act registration statement, pursuant to statutory exemptions to registration, including the exemption set out in section 1145

³ On March 12, 2021, the Court entered the *Order (I) Approving the Disclosure Statement; (II) Establishing a Voting Record Date; (III) Approving Solicitation Packages and Solicitation Procedures; (IV) Approving the Forms of Ballots; (V) Establishing Voting and Tabulation Procedures; (VI) Establishing Notice and Objection Procedures for the Confirmation of the Plan and (VII) Approving the Rights Offering Procedures and the Rights Offering Materials* [D.I. 1016] (the "Solicitation Procedures Order").

of the Bankruptcy Code. (Mar. 10, 2021 Hr’g Tr. 13:4-18:18.) The “1145 Rights Offering” allowed each holder of GMI stock to subscribe for 1 Series A Share for each share of GMI common stock held on the record date. (*See id.*) This ratio allowed the 1145 Rights Offering to fit within the principally/partly test under section 1145(a)(1)(B) of the Bankruptcy Code. As the section 1145 exemption does not limit the type of investor that can participate in the offering, this structure allowed all GMI stockholders, regardless of accredited investor status, to subscribe for Series A Shares. (*See id.*) The remainder of the rights offering shares, representing approximately 0.45 Series A Share per share of GMI common stock, were offered in the “Accredited Investor Rights Offering.” (*See id.*) In order to allow these shares to be offered without registration under the Securities Act, this offering was made under Rule 506(c) of Regulation D of the Securities Act and only verified “accredited investors” were allowed to participate.

C. Court-Approved Rights Offering Procedures and Materials

15. The Solicitation Procedures Order approved the Rights Offering Procedures, attached hereto as Exhibits A-1 and A-2, and the Rights Offering Materials, attached hereto as Exhibit B.

16. The Accredited Investor Rights Offering Procedures made clear that the subscription deadline was April 16, 2021 at 5:00 p.m. New York City time and made expressly clear in bold font that:

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

(Accredited Investor Rights Offering Procedures at 9 (emphasis in original).) More detailed cautionary language appeared later in the Accredited Investor Rights Offering Procedures in

section 12, where the Debtors made clear that if the Subscription Agent failed to receive for any eligible holder “a duly completed and executed applicable Subscription Form (**with accompanying supporting documentation substantiating that such Eligible Holder is an “accredited investor” within the meaning of Rule 501 under Regulation D of the Securities Act** . . .), then “such Accredited Investor Eligible Holder shall be deemed to have irrevocably relinquished and waived its right to participate in the Accredited Investor Rights Offering in respect of the Accredited Investor Offered Shares.” (*Id.* ¶ 12, at 15-16 (emphasis added).)

17. To permit the Accredited Rights Offering to qualify for the Rule 506(c) safe harbor, the Rights Offering Procedures explicitly required eligible holders to be “an ‘accredited investor’ within the meaning of Rule 501 under Regulation D of the Securities Act” and that such holder must “complete and submit with [its] Subscription Form the Investor Questionnaire (along with documentation contemplated by the Investor Questionnaire to substantiate that [the holder is] an ‘accredited investor’ within the meaning of Rule 501 of the Securities Act).”⁴ (Rights Offering Materials at 8.) Eligible holders were required to complete, sign and return the Investor Questionnaire, which specified that each holder must submit supporting documentation “to substantiate such investor is an ‘accredited investor’ as defined by Rule 501 of the Securities Act” and described the forms of supporting documentation on the annex. (*Id.* at 17.) The forms described on the annex laid out *verbatim* (other than minor, non-substantive conforming changes) the documentation required for verification of accredited investor status pursuant to Rule 506(c)(2)(ii) of Regulation D of the Securities Act. *See* 17 CFR § 230.506(c)(2)(ii), attached hereto as Exhibit J.

⁴ Rule 501(a) of Regulation D contains the definition of “accredited investor”, and Rule 506(c)(2)(ii) of Regulation D sets forth the specific conditions for verification of accredited investor status.

18. The Rights Offering Materials further warned all holders that:

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

(Rights Offering Materials at 10 (emphasis in original).) Moreover, contrary to the entire premise of the Motion, the Accredited Investor Rights Offering Procedures plainly stated that “**the Subscription Agent shall have no obligation to notify parties of or cure any defects to the forms returned in exercising the Accredited Investor Subscription Rights.**” (Accredited Investor Rights Offering Procedures at § 9 (emphasis added).)

D. Implementation of Rights Offering

19. In accordance with the Solicitation Procedures Order and Rights Offering Procedures, the Debtors’ solicitation agent caused, among other things, the Rights Offering Procedures and Materials to be served on all holders of GMI common stock on March 17, 2021 by electronic mail and on March 19, 2021 by first class and overnight mail. *See* D.I. 1080. As of the April 16, 2021 subscription deadline, 731 parties submitted rights offering subscription forms, of which 358 parties sought to participate in the Accredited Investor Rights Offering.

20. As discussed with the Court, emerging by April 30, 2021 was very important to the Debtors’ operations to retain existing business and to be in position to successfully win important new program business from their customers. (*See* Feb. 19, 2021 Hr’g Tr. 14:2-13.) In order to emerge on that schedule, (i) the Debtors needed to review all subscription forms and verification materials by no later than April 22, 2021 in order to finalize and deliver, in accordance with section 2.4(a) of the BCA, funding notices to the backstop and plan sponsor parties no later than five business days of the subscription deadline—April 23, 2021—setting forth, among other

things, the number of shares subscribed in the rights offering, the aggregate number of unsubscribed shares, and such party's allocation of the unsubscribed shares and funding amounts; and (ii) the backstop and plan sponsor parties needed to agree to fund their backstop amounts earlier than required to the designated account within three business days after receipt of their funding notices—April 28, 2021—and their direct allocation amounts directly to the Debtors one day later, on April 29, 2021, which was a mere one day prior to the plan effectiveness date.⁵

21. The Debtors' solicitation agent reviewed all subscription forms and investor certifications upon receipt, and uploaded accredited investor certification materials for review by a third party service provider experienced in such review and retained expressly for this purpose. Specifically, the Debtors retained North Capital Private Securities Corporation ("North Capital"), a SEC and FINRA qualified registered broker-dealer, to independently review all accredited investor certifications received in accordance with Rule 506(c)(2)(ii)(C) of Regulation D. North Capital consulted with the Debtors' advisors in connection with any legal or other issues arising during the review. Despite the tight timeframe, as a result of this robust process, the subscriptions and verifications were finalized in time to generate the Reorganized Debtors' post-reorganization capital structure and permit the necessary funding notices to be dispatched to the backstop and plan sponsor parties in time for the Debtors to emerge in accordance with the Plan by the important April 30, 2021 target date.

E. Plan Confirmation

22. On April 23, 2021, following a series of settlements, including with the Equity Committee, the Court held an uncontested plan confirmation hearing and on April 26, 2021,

⁵ This reflected a voluntary concession from the backstop parties from the contractual funding requirements as set forth in the BCA. Section 2.4(b) of the BCA, in relevant part, required each backstop party to fund no earlier than the fourth business day after receipt of its funding notice—April 29, 2021.

entered the *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* [D.I. 1161].

23. The Plan became effective, and the Debtors emerged from these chapter 11 cases, on April 30, 2021 [D.I. 1189].

F. April 28, 2021 Notice to Accredited Investor Subscribers

24. The Debtors' solicitation agent distributed a notice and questionnaire to accredited investors (the "April Notice") on April 28, 2021.⁶ Contrary to the Movant's representations in the Motion, the April Notice was only sent to holders who were verified as accredited investors and was **not** directed to the Movants. The Debtors' solicitation agent sent the April Notice via electronic mail to each of the contact parties provided by the holders in the verified accredited investor subscription forms. A copy of the April 28, 2021 transmittal e-mail (showing those to whom the April Notice was sent) is attached hereto as Exhibit C.⁷

25. The subscription forms for Nomis Bay and BPY identify [REDACTED] as the contact party for each holder. (Exhibits D and E.) That individual, as contact for the Movants, was not sent the April Notice. (See Exhibit C.) Based on publicly available information, it appears that the Movants are affiliated with Boothbay Diversified Alpha Master Fund LP and Boothbay Absolute Return Strategies, LP (collectively "Boothbay"), two holders of GMI common stock who subscribed in the rights offering and were verified as

⁶ The April Notice was separate and not required for holders to obtain shares through the rights offering subscription process. The Reorganized Debtors' registration rights agreement required reorganized GMI to use its reasonable best efforts to file a resale registration statement on Form S-1 with the U.S. Securities and Exchange Commission (the "SEC") no later than thirty days following emergence. In order to do so as soon as possible after emergence, the Debtors sent the April Notice to proactively gather information required in these disclosures from the Series A Shares issued under the Rule 506 safe harbor.

⁷ The Reorganized Debtors have filed contemporaneous with this Objection a motion seeking to redact certain personal information, including each accredited investor's email address.

accredited investors.⁸ Since Boothbay submitted the appropriate accredited investor verification, Boothbay received the April Notice at the contact information listed in Boothbay's subscription forms: [REDACTED] and [REDACTED]. (See Exhibit F.)

26. On May 4, 2021, the Debtors' solicitation agent notified the Movants through their bank that the Movants failed the accredited investor verification, were not entitled to subscribe in the Accredited Investor Rights Offering, and a refund of amounts paid for those shares would be provided. (See Mot. Ex. F.) Notwithstanding that the April Notice was not even sent to the Movants and they were aware of their failed status with respect to the Accredited Investor Rights Offering, each of the Movants nevertheless submitted completed April Notices to the Debtors' solicitation agent on May 7, 2021. (See Mot. Ex. E.)

G. Post-Effective Date Correspondence

27. As the Movants indicated, the Reorganized Debtors exchanged correspondences in May and June 2021 regarding the Movants' failed accredited investor verifications. The Movants, however, omitted correspondence from the Movants' then counsel to the Reorganized Debtors' counsel on June 15, 2021 where the Movants sought to shake down the Reorganized Debtors for monetary compensation of \$797,233.84. For completeness, attached hereto as Exhibit G is a full set of the letter correspondence between the Movants and the Reorganized Debtors.

⁸ According to Boothbay's Form D securities filings, Boothbay Fund Management is the investment advisor of Boothbay. Murchinson Limited lists Boothbay Fund Management as an advisor that lists in its Form ADV filing certain private funds under the advisement of Murchinson Limited. Nomis in its Form D securities filing lists Murchinson Ltd. as its sub-advisors.

ARGUMENT

28. The Movants request the Court enter an order pursuant to sections 105(a) and 1142(B) of the Bankruptcy Code compelling the Debtors to issue them additional Series A Shares. There is no basis to this request. The Movants tellingly rely on section 105 and do not cite to *any* of the applicable U.S. federal securities laws because doing so only would expose the infirmity of their request. As detailed herein, the Movants failed to comply with the explicit material requirements of the court-approved procedures, and the Debtors would not have been able to legally accept their subscriptions while relying on the safe harbor exemptions under the applicable U.S. federal securities laws. In contrast, the Debtors complied with the procedures and ensured that Accredited Investor Rights Offering satisfied the applicable securities law requirements. Accordingly, the Reorganized Debtors—who contrary to the Movant’s baseless assertions cannot simply issue Series A Shares at will—should not be deemed responsible for the Movants’ failure to comply with the court-approved Rights Offering Procedures and Materials and U.S. federal securities laws.

I. The Movants’ Subscription Failed to Comply With U.S. Securities Laws and the Court-Approved Rights Offering Procedures

29. The court-approved Rights Offering Procedures and Materials were clear as to the explicit requirements for holders to participate in the Accredited Investor Rights Offering. The Rights Offering Materials explained that one way a holder could provide supporting documentation that it is an accredited investor, consistent with the substantive requirements of Rule 506(c)(2)(ii), is by providing “a written confirmation from [certain enumerated third parties] **that such person or entity has taken reasonable steps to verify that the [holder is] an accredited investor within the prior three months and had determined that [the holder is] an accredited investor.**” (Rights Offering Materials at 37 (emphasis added.) See 17 CFR §

230.506(c)(2)(ii)(C).

30. Strict compliance with these requirements of Rule 506(c) was critical to the Debtors. As detailed above, the Rights Offering was bifurcated into two tranches, the 1145 Rights Offering and the Accredited Investor Rights Offering, in order to allow GMI to maximize the number of Series A Shares that could be offered to GMI common stockholders pursuant to the Plan. (Plan at 39.) The 1145 Rights Offering allowed GMI to offer 1 Series A Share per share of GMI common stock then held pursuant to the securities exemption of section 1145 of the Bankruptcy Code. (*Id.* at 45-47.) The Accredited Investor Rights Offering relied on Regulation D of the Securities Act to offer the remaining 0.45 Series A Share per share of GMI common stock then held, subject to the requirements under such exemption. (*Id.*)

31. Section 5(c) of the Securities Act provides that it is unlawful for any person to use federal jurisdictional means to sell a security unless a Securities Act registration statement has been filed.⁹ Section 4(a) of the Securities Act then provides that Section 5(c) “shall not apply to . . . transactions by an issuer not involving any public offering”, and Section 4(b) provides that offers and sales exempt under Regulation D “shall not be deemed public offerings” *Id.* §§ 4(a), 4(b), 15 U.S.C. § 77(e).

32. Rule 506(c) under Regulation D provides a safe harbor that allows a person to sell securities using general solicitation without such sale being deemed to be a “public offering” of securities within the meaning of Section 4(a). Thus, by complying with the procedures set out in Rule 506(c), the Debtors would have comfort that the offer and sale of the Series A Share through the Accredited Investor Rights Offering could be undertaken without filing a Securities

⁹ Section 5(c) provides that it “shall be unlawful for any person . . . to make sure of . . . the mails to offer to sell . . . through the use of or medium of any prospectus or otherwise any security, unless a registration statement has been filed as to such security” Securities and Exchange Act of 1934 § 5(c), 15 U.S.C. § 77(e).

Act registration statement. Rule 506(c) requires, among other things, that the issuer takes “reasonable steps to verify” that each participant in the exempt offer is an “accredited investor” as defined in Rule 501(a) using the procedures set out in Rule 506(c)(2). 17 CFR § 230.506. Absent strict adherence with the Rule 506(c)(2) process, an issuer cannot rely on the safe harbor, opening the possibility of civil and criminal sanctions for violation of Section 5(c) of the Securities Act. Thus, the Movants’ attempts to dismiss the documentation requirements set forth in the Rights Offering Procedures and Materials as mere “catch phrases” or “buzz words” are completely disingenuous and wrong as a matter of law.

33. The Movants submitted, with their subscription materials, a letter (the “Letter”) from their “appointed fund administrator” who merely stated that it:

can confirm that as per [the Movants’] subscription agreement, it only accepts investors who have accredited investor status and all current investors have declared that they meet this required eligibility standard.

(*See* Mot. Ex. A, p. 17; Ex. B, p. 17.) The Debtors’ advisors determined that reliance on the Letter would not constitute “reasonable steps to verify” the Movants’ accredited investor status within the process set out in Rule 506(c)(2). *First*, the Letter did not indicate that the signatory took any reasonable steps to verify the Movants’ accredited investor status within the prior three months. Rather, the Letter merely restates that the Movants themselves have in the past claimed to be accredited investors.¹⁰ *Second*, the Letter did not state that the signatory had determined that the Movants were accredited investors. *Third*, the Letter did not indicate that the signatory was

¹⁰ In the Adopting Release for the Amendments to Regulation D that created the current Rule 506(c) framework (the “Adopting Release”), the SEC stated: “We do not believe that an issuer will have taken reasonable steps to verify accredited investor status if it, or those acting on its behalf, required only that a person check a box in questionnaire or sign a form, absent other information about the purchaser indicating accredited investor status.” (Adopting Release at 33-34.)

qualified under Rule 506(c)(2)(ii)(C) to provide a written confirmation as to the accredited investor status of the Movants.¹¹ While the Motion asserts that the Letter is from a “certified public accountant,” there is nothing in the Letter that actually establishes this critical fact. (*See* Mot. Ex. A at 17; Ex. B at 17.) The Movants simply did not comply with court-approved Rights Offering Materials and Procedures and applicable securities laws, and cannot now get a mulligan at the expense of the Reorganized Debtors.

II. The Debtors Proceeded in Good Faith and Complied with the Court-Approved Rights Offering Procedures

34. The Movants allege that because the Debtors “always had the ability and the wherewithal to work with the [Movants] to straighten out any alleged defects in the [Movants’] subscription materials” but did not do so, the Debtors were “wrong, unjust and not in good faith.” (Mot. ¶ 47.) These imprudent assertions are belied by the facts.

35. *First*, the Debtors and their advisors plainly complied with the Rights Offering Procedures. They reviewed and analyzed all subscriptions received—the Debtors’ solicitation agent reviewed all subscription forms and funding requirements while North Capital reviewed all accredited investor verifications, in consultation with the Debtors’ counsel. In fact, 258 holders complied with the Rights Offering Procedures and Materials and were verified as accredited investors while 98 other holders were informed they were not so verified, and no other party has raised issues with the rights offering.

36. *Second*, the Debtors did in fact exercise discretion as provided for in the

¹¹ In the Adopting Release, the SEC stated: “With respect to the third-party verification method, we have included written confirmations from certain third parties in our non-exclusive list of verification materials because third parties are subject to various regulatory and/or licensing requirements. Registered broker-dealers and SEC-registered investment advisors are regulated by the Commission; and in the United States, attorneys and certified public accountants are licensed at the state level and are subject to rules of professional conduct as well as, to the extent they appear or practice before the Commission in any way to the Commission’s Rule of Practice.”

Rights Offering Procedures where appropriate given the timing and circumstances. Where holders submitted inadequate, incomplete or no materials well in advance of the subscription deadline, the Debtors made an effort to notify those holders of the deficiencies so that the holders could cure them on or before the subscription deadline. Where holders submitted inadequate, incomplete or no materials but could otherwise be readily verified as accredited investor because that holder is a registered investment advisor with the SEC, the Debtors did in fact verify such holders and allow them to participate in the Accredited Investors Rights Offering if they otherwise satisfied all requirements. The Movants, however, only submitted their subscription materials just before the subscription deadline. As a result, the Debtors could not have reviewed and notified the Movants of the defects prior to the subscription deadline. Nor could Nomis Bay and BPY have been independently verified because neither is a registered investment advisor with the SEC. Of course, the Rights Offering Procedures expressly provided that the Debtors had *no obligation* to notify holders of defects in their submissions or to cure them. (Accredited Investor Rights Offering Procedures at § 9; Rights Offering Materials at 10.)

37. *Third*, the Debtors were under extremely tight time constraints between the April 16, 2021 subscription deadline and the April 30, 2021 anticipated plan effective date, with the April 23, 2021 plan confirmation hearing scheduled during that two week period. The Debtors and their advisors had limited time to review over 300 accredited investor verifications and 700 subscription forms, and to finalize the post-reorganization capital structure by April 23, 2021—a mere one calendar week after the subscription deadline. The Reorganized Debtors' capital structure was required to be set by April 23, 2021 when the funding notices were sent to all backstop and plan sponsor parties. In fact, the backstop parties funded their backstop amounts early, on April 28, 2021, in order to facilitate emergence on the critical April 30, 2021 target date.

None of this should have been news to shareholders, including the Movants, when they were making the investment decision to subscribe in the Rights Offering. Counsel to the Debtors made clear in advance of the commencement of the Rights Offering that emerging by the end of April 2021 was critical to the Debtors' business. (*See* Feb. 19, 2021 Hr'g Tr. 14:2-13.)

38. *Fourth*, the Movants were not the only holders who sought to purchase shares in the Accredited Investor Rights Offering but failed to be verified. 100 holders in total failed in the Accredited Investor Rights Offering for various reasons, including, among others, providing inadequate accredited investor verifications (as was the case for the Movants), not providing supporting documentation, or failing to fund.¹² If the Debtors had attempted to allow the Movants to fix their defects as the Motion suggests, then the Debtors would have needed to do so for all of these rejected holders—which would have been infeasible given the emergence schedule. It would have been wholly unjustifiable to only allow the Movants and no other failing holders an opportunity to cure after the subscription deadline. Beyond that, allowing any failing holders time to fix defects after the subscription deadline would arguably have provided grounds to permit *all* holders additional time to subscribe in the first place. Such a result was clearly not workable given the facts and circumstances of these Chapter 11 Cases and would have vitiated the subscription deadline altogether. This is precisely why the Rights Offering Procedures were drafted to provide finality to the process, and the Debtors dutifully complied with them.

¹² Where a holder failed the Accredited Investor Rights Offering only because of failure of accredited investor status and the holder did not fully subscribe for its allotted Series A Shares in the 1145 Rights Offering, the Debtors re-allocated such holder's requested Accredited Investor Rights Offering Series A Shares to such holder's allotted 1145 Rights Offering Series A Shares up to its maximum allotted amount so as to allow maximum participation for the minority shareholders.

III. The Reorganized Debtors Cannot Freely Issue New Series A Shares.

39. The Movants simply misstate the Reorganized Debtors 10-Q filing for the quarter ending June 30, 2021, attached as Exhibit K to the Motion. Contrary to the Movants' assertions (Mot. ¶ 46), the 10-Q clearly states that GMI *issued* 247,768,962 Series A Shares to specific parties “[i]n connection with [GMI]’s emergence from bankruptcy and pursuant to the Plan.” (Mot. Ex. K at 26.) These were the shares authorized for issuance pursuant to the Plan and as of emergence. The 1,200,000,000 shares referenced by the Movants refers to the cap on all present and future classes of preferred stock, not the Series A Shares, and such amount is merely *authorized* under GMI’s certificate of incorporation. (*Id.*)

40. The Reorganized Debtors cannot unilaterally issue the Movants or anyone else new Series A Shares. Notwithstanding that 1,200,000,000 shares of preferred stock are authorized under GMI’s articles of incorporation, the issuance of any additional Series A Shares requires the affirmative vote of both (i) the holders of a majority of the issued and outstanding Series A Shares and (ii) the holders of a majority of the issued and outstanding series B shares—i.e. Honeywell.

41. Section 8(c)(ii) of the GMI Series A Certificate of Designations, the governing document of the Series A Shares provides that as long as any Series A Shares are outstanding, “the approval of a Majority of Interest, voting as a class, given in person or by proxy, either in writing without a meeting or by vote at any meeting called for the purpose, will be necessary for . . . any issuance of Series A after [the date of the certificate of designations].” (Exhibit H at § 8(c)(ii).) “Majority of Interest” is defined therein as investors holding a majority of the then issued and outstanding Series A Shares. (*Id.* at § 3(xx).) The Series A Shares are listed on Nasdaq, widely held by the public, and registered pursuant to Section 12(b) of the Securities and Exchange Act of 1934 (as amended, the “Exchange Act”). Accordingly, obtaining the

affirmative vote of a Majority of Interest of the Series A Shares holders requires either obtaining such holders' written consent, followed by the dissemination of an information statement in accordance with Regulation 14C under the Exchange Act, or calling a special meeting and conducting a proxy solicitation pursuant to Regulation 14A under the Exchange Act. The preparation of an information statement or a proxy statement and dissemination to all of the public holders of the series A is an involved and time consuming process. Of course, there is also no guarantee that a Majority of Interest of the Series A Shares holders would even participate in the vote, never mind vote in favor of a request to allow the issuance of Series A Shares to the Movants because they have no incentive to do so.

42. Similarly, the issuance of any additional Series A Shares would also require the consent of Honeywell. This is because section 7(b)(i) of the GMI Series B Certificate of Designations, the governing document of the series B shares provides that so long as series B shares are outstanding, GMI shall not directly or indirectly "issue[] after the date [t]hereof of Senior Stock that are authorized as of the date [t]hereof," without the vote or written consent of a Majority In Interest, given in person or by proxy if by vote, at any meeting called for that purpose. (Exhibit I at § 7(b)(i).) "Senior Stock" includes, among others, the Series A Shares, and "Majority In Interest" means holders holding a majority of the issued and outstanding series B shares. (*Id.* at §§ 3(pp) and 5.) All of the outstanding series B shares are currently held by Honeywell. As with the holders of Series A Shares, Honeywell has no incentive to approve issuance of Series A Shares to the Movants, in particular since Series A Shares have senior liquidation rights to series B shares. Accordingly, as the Reorganized Debtors previously informed the Movants, GMI cannot remedy their failings by issuing the Movants Series A Shares at will.

CONCLUSION

43. For the foregoing reasons, the Debtors respectfully request that the Court deny the Motion.

Dated: December 2, 2021
New York, New York

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Counsel to the Reorganized Debtors

Exhibit A-1

Accredited Investor Rights Offering Procedures

ACCREDITED INVESTOR RIGHTS OFFERING PROCEDURES¹

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

On March 9, 2021, the Debtors filed the *Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [D.I. 993] (as may be amended, modified, or supplemented from time to time in accordance with the terms thereof, the "Plan"), and the *Disclosure Statement for the Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [D.I. 994] (as may be amended from time to time in accordance with its terms, the "Disclosure Statement").

The Plan provides for the Debtors to conduct a rights offering pursuant to which each Holder of Existing Common Stock on the Record Date (as defined below) that (i) does not exercise its Cash-Out Option and (ii) is an "accredited investor" within the meaning of Rule 501 under Regulation D of the Securities Act (each such Holder, an "Accredited Investor Eligible Holder") may acquire newly issued shares of Convertible Series A Preferred Stock in the Accredited Investor Rights Offering (the "Accredited Investor Offered Shares").

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

These Accredited Investor Rights Offering Procedures relate to the Accredited Investor Rights Offering for the Accredited Investor Offered Shares, which are being offered without registration under the Securities Act of 1933, as amended (the "Securities Act"), in reliance upon the registration exemption provided in Section 4(a)(2) of the Securities Act and Rule 506 thereunder. Any resales of such Accredited Investor Offered Shares will be required to be exempt from the registration requirements of Section 5 of the Securities Act pursuant to Rule 144 thereunder (including the time, volume and manner of sale limitations set forth therein, as applicable) or another available exemption from such registration. None of the Accredited Investor Subscription Rights (as defined below) to subscribe for the Accredited Investor Offered Shares in the Accredited Investor Rights Offering or the Accredited Investor Offered Shares purchased in connection with the exercise of such Accredited Investor Subscription Rights distributed pursuant to these Accredited Investor Rights Offering Procedures have been or will be registered under the Securities Act at the Subscription Expiration Deadline (as defined below), nor under any national, state or local law requiring registration for offer and sale of a security.

¹ Capitalized terms used and not defined herein shall have the meaning ascribed to them in the Plan (as defined herein) or that certain Replacement Equity Backstop Commitment Agreement, dated as of March 9, 2021, as amended, by and among the Debtors (as defined therein) and the Equity Backstop Parties (as defined therein) (the "Equity Backstop Commitment Agreement").

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

- Unless otherwise agreed, Accredited Investor Eligible Holders shall have the right, but not the obligation, to participate in the Accredited Investor Rights Offering and subscribe for Accredited Investor Offered Shares (such right, the “Accredited Investor Subscription Rights”). If you exercise your Accredited Investor Subscription Rights, you will have to **PAY** for such exercise at the Per Share Price (as defined below). Accredited Investor Eligible Holders may exercise their Accredited Investor Subscription Rights by completing the applicable subscription form (each a “Subscription Form”). **Accredited Investor Eligible Holders intending to participate in both the 1145 Rights Offering and the Accredited Investor Rights Offering should submit only one Subscription Form.**
- Pursuant to and in accordance with the Equity Backstop Commitment Agreement, the Equity Backstop Parties² **must** exercise (or cause any of their respective Related Purchasers to exercise) all of their (or such Related Purchasers’) Accredited Investor Subscription Rights, but need not transfer the Purchase Price (as defined below) until the Funding Date.
- Accredited Investor Eligible Holders are *not* required to exercise any of their Accredited Investor Subscription Rights (unless they are Equity Backstop Parties or the Related Purchasers thereof), but they may if they wish to do so, in which case they must follow the required procedures.
- Each Accredited Investor Eligible Holder intending to exercise Subscription Rights must certify, by completing the Investor Questionnaire set forth on Exhibit A to each of the Subscription Forms (the “Investor Questionnaire”), and must provide supporting documentation contemplated by the Investor Questionnaire to substantiate, that such Accredited Investor Eligible Holder is an “accredited investor” within the meaning of Rule 501 under Regulation D of the Securities Act. No person shall be entitled to participate in the Accredited Investor Rights Offering or to subscribe for or receive any Accredited Investor Offered Shares unless such person is an “accredited investor” within the meaning of Rule 501 under Regulation D of the Securities Act and completes and submits the Investor Questionnaire and provides the supporting documentation.
- **Any Accredited Investor Eligible Holder who has timely exercised its Cash-Out Option may not exercise its Accredited Investor Subscription Rights, and any Subscription Form submitted by such Accredited Investor Eligible Holder shall be deemed null and void and of no effect. Any consideration received from any Accredited Investor Eligible Holder that timely exercised its Cash-Out Option shall be promptly returned to such Eligible Holder.**

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

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

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

Each Accredited Investor Offered Share is being distributed and issued by New GMI pursuant to the Accredited Investor Rights Offering without registration under the Securities Act in reliance generally upon the exemption from registration provided in Section 4(a)(2) of the Securities Act and Rule 506 thereunder. Any resales of such Accredited Investor Offered Shares will be required to be exempt from the registration requirements of Section 5 of the Securities Act pursuant to Rule 144 thereunder (including the time, volume and manner of sale limitations set forth therein, as applicable) or another available exemption from such registration. None of the Accredited Investor Subscription Rights to subscribe for the Accredited Investor Offered Shares in the Accredited Investor Rights Offering or the Accredited Investor Offered Shares purchased in connection with the exercise of such Accredited Investor Subscription Rights distributed pursuant to these Accredited Investor Rights Offering Procedures have been or will be registered under the Securities Act at the Subscription Expiration Deadline (as defined below), nor under any national, state or local law requiring registration for offer and sale of a security. All Accredited Investor Offered Shares subscribed for pursuant to the Accredited Investor Rights Offering will be “restricted securities” within the meaning of Rule 144 under the Securities Act, and accordingly, any Accredited Investor Eligible Holder who subscribes for Accredited Investor Offered Shares will be subject to restrictions under the Securities Act on its ability to resell such Accredited Investor Offered Shares. Resale restrictions are discussed in more detail in Article VIII of the Disclosure Statement, entitled “Securities Law Matters.”

The Accredited Investor Subscription Rights are not detachable or transferable separately from the Existing Common Stock held by Accredited Investor Eligible Holders (the “Accredited Investor Eligible Shares”), other than those held by the Equity Backstop Parties in accordance with the Equity Backstop Commitment Agreement or those held by Honeywell³, Centerbridge⁴ or Oaktree⁵ in accordance with the Plan Support Agreement.

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

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

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

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

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

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

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

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

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

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

“THE SECURITIES REPRESENTED BY THIS BOOK ENTRY WERE ORIGINALLY ISSUED ON [DATE OF ISSUANCE], HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), OR ANY OTHER APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR AN AVAILABLE EXEMPTION FROM REGISTRATION THEREUNDER.”

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

Date	Calendar Date	Event
Record Date	March 15, 2021	The date for the determination of the Holders of Existing Common Stock eligible to participate in the Accredited Investor Rights Offering.
Subscription Commencement Date	March 19, 2021	Commencement of the Accredited Investor Rights Offering and the first date on which Accredited Investor Eligible Holders are eligible to exercise Accredited Investor Subscription Rights.
Subscription Expiration Deadline	5:00 p.m. New York City time on April 16, 2021	The deadline for Accredited Investor Eligible Holders to subscribe for Accredited Investor Offered Shares.
<p>An Accredited Investor Eligible Holder’s applicable Subscription Form (with accompanying supporting documentation substantiating that such Accredited Investor Eligible Holder is an “accredited investor” within the meaning of Rule 501 under Regulation D of the Securities Act, an Investor Questionnaire and a completed IRS Form W-9 or appropriate IRS Form W-8, as applicable) (the “<u>Subscription Form</u>”) must be received by the Subscription Agent (as defined below) by the Subscription Expiration Deadline. Accredited Investor Eligible Holders that hold their Existing Common Stock through a Nominee (as defined below) must deliver their Subscription Forms to their Nominees in sufficient time to transcribe the instructions onto a Master Subscription Form and submit it by the Subscription Expiration Deadline. Accredited Investor Eligible Holders who hold Existing Common Stock through a Nominee are urged to consult with their Nominees to determine the necessary deadline to return their Subscription Forms to their Nominee.</p>		
<p>Accredited Investor Eligible Holders who are not Equity Backstop Parties, Honeywell, Centerbridge or Oaktree must deliver the aggregate Purchase Price by the Subscription Expiration Deadline. Accredited Investor Eligible Holders that hold their Existing Common Stock through a Nominee</p>		

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

The Accredited Investor Rights Offering

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

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

Allocation of Accredited Investor Offered Shares

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

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

records of GMI's registrar and transfer agent and who wish to exercise such Accredited Investor Subscription Rights should return their Subscription Forms directly to the Subscription Agent.

Failure to submit such Subscription Form on a timely basis will result in forfeiture of an Accredited Investor Eligible Holder's Accredited Investor Subscription Rights. None of the Debtors, the Subscription Agent or any of the Equity Backstop Parties will have any liability for any such failure.

No Accredited Investor Eligible Holder (except an Equity Backstop Party, Honeywell, Centerbridge and Oaktree) shall be entitled to participate in the Accredited Investor Rights Offering unless the aggregate Purchase Price for the Accredited Investor Offered Shares it subscribes for is received by the Subscription Agent by the Subscription Expiration Deadline.

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

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

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

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

No interest is payable on any advanced funding of the Purchase Price. If the Accredited Investor Rights Offering is terminated for any reason, the aggregate Purchase Price previously received by the Subscription Agent will be returned to Accredited Investor Eligible Holders as provided in Section 6 "Termination/Return of Payment." No interest will be paid on any returned Purchase Price.

To participate in the Accredited Investor Rights Offering, an Accredited Investor Eligible Holder must complete all of the steps outlined below by the Subscription Expiration Deadline, subject to the proviso in the following sentence. If an Accredited Investor Eligible Holder does not complete all of the steps outlined below by the Subscription Expiration Deadline, such Accredited Investor Eligible Holder shall be deemed to have forever and irrevocably relinquished and waived its right to participate in the Accredited Investor Rights Offering; *provided* that the Equity Backstop Parties, Honeywell, Centerbridge and Oaktree (in their capacities as Accredited Investor Eligible Holders) are not required to submit funds in respect of the exercise of their Accredited Investor Subscription Rights until the Funding Date in accordance with the terms of the Equity Backstop Commitment Agreement and the Plan Support Agreement.

1. Accredited Investor Rights Offering

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

Subject to the terms and conditions set forth in the Plan, the Equity Backstop Commitment Agreement, the Plan Support Agreement and these Accredited Investor Rights Offering Procedures, each Accredited Investor Eligible Holder is entitled to subscribe for up to a total number of Accredited Investor Offered Shares equal to the product of (A) 0.448951 *multiplied by* (B) the number of shares of Existing Common Stock held by such Accredited Investor Eligible Holder on the Record Date, rounded down to the nearest whole share (the “Pro Rata Accredited Investor Offered Share Number”).

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

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

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

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

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

2. Subscription Period

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

Any exercise (including payment, except in the case of the Equity Backstop Parties, Honeywell, Centerbridge or Oaktree) of the Accredited Investor Subscription Rights after the Subscription Expiration Deadline will not be allowed and any purported exercise (including payment, except in the case of the Equity Backstop Parties, Honeywell, Centerbridge or Oaktree) received by the Subscription Agent after the Subscription Expiration Deadline, regardless of when the documents or payment relating to such exercise were sent, will not be honored. The Subscription Expiration Deadline may be extended by the Debtors or as may be required by law.

As more fully described below, in order for an Accredited Investor Eligible Holder to acquire shares in the Accredited Investor Rights Offering, (i) a Subscription Form (including an accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, a completed Investor Questionnaire and required supporting documentation) completed by such Accredited Investor Eligible Holder must be received by the Subscription Agent and (ii) if it is not an Equity Backstop Party, Honeywell, Centerbridge or Oaktree, the Purchase Price for its Accredited Investor Offered Shares must be received by the Subscription Agent by wire transfer of immediately available funds, in each case no later than the Subscription Expiration Deadline.

Although Equity Backstop Parties, Honeywell, Centerbridge and Oaktree are not required to pay the Purchase Price by the Subscription Expiration Deadline, to subscribe for Accredited Investor Offered Shares a completed Subscription Form with respect to such Equity Backstop Party, Honeywell, Centerbridge or Oaktree (which appropriately identifies such Accredited Investor Eligible Holder as an Equity Backstop Party, Honeywell, Centerbridge or Oaktree) must be delivered to the Subscription Agent, or provided to the applicable Nominee for delivery to the Subscription Agent, no later than the Subscription Expiration Deadline.

3. Delivery of Subscription Documents

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

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

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

4. Exercise of Accredited Investor Subscription Rights

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

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

- as to the Purchase Price,
 - if the Accredited Investor Eligible Holder is not an Equity Backstop Party, Honeywell, Centerbridge or Oaktree, pay or coordinate with its Nominee to deliver payment of the Purchase Price no later than the Subscription Expiration Deadline for the Accredited Investor Offered Shares for which it has subscribed by wire transfer **ONLY** of immediately available funds to the Subscription Agent in accordance with the instructions included in the Subscription Form;
 - if the Accredited Investor Eligible Holder is an Equity Backstop Party, make payment of the Purchase Price to the Funding Account by the Funding Date in accordance with the Equity Backstop Commitment Agreement; and
 - if the Accredited Investor Eligible Holder is Honeywell, Centerbridge or Oaktree, make payment of the Purchase Price to the Funding Account by the Funding Date in accordance with the Plan Support Agreement.

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

Delivery of the Subscription Form. The applicable Subscription Form may be delivered to the Subscription Agent by either physical delivery or by electronic mail in accordance with the address information for the Subscription Agent set forth on the Subscription Form. In all cases, the applicable Subscription Forms must actually be received by the Subscription Agent no later than the Subscription Expiration Deadline. **Accredited Investor Eligible Holders intending to participate in both the 1145 Rights Offering and the Accredited Investor Rights Offering should submit only one Subscription Form.**

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

Payment of the Purchase Price. Payment of the Purchase Price must be made by wire transfer of immediately available funds to the account of the Subscription Agent indicated on the Subscription Form. Other than in the case of Equity Backstop Parties, Honeywell, Centerbridge and Oaktree, the funds must be received in the account of the Subscription Agent no later than the Subscription Expiration Deadline.

In the event that the funds received by the Subscription Agent from any Accredited Investor Eligible Holder (other than an Equity Backstop Party, Honeywell, Centerbridge or Oaktree) do not correspond to the Purchase Price payable for the Accredited Investor Offered Shares elected to be purchased by such Accredited Investor Eligible Holder, the number of the Accredited Investor Offered Shares deemed to be purchased by such Accredited Investor Eligible Holder will be the lesser of (a) the number of the Accredited Investor Offered Shares elected to be purchased by such Accredited Investor Eligible Holder as evidenced by the relevant

Subscription Form and (b) a number of the Accredited Investor Offered Shares determined by dividing the amount of the funds received by the Per Share Price, in each case up to an amount equal such Accredited Investor Eligible Holder's Pro Rata Accredited Investor Offered Share Number, rounded down to the nearest whole share.

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

5. Transfer Restriction; Revocation

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

6. Termination/Return of Payment

Unless the Effective Date has occurred, the Accredited Investor Rights Offering will be deemed automatically terminated without any action of any party upon the earlier of (i) termination of the Equity Backstop Commitment Agreement in accordance with its terms and (ii) the revocation or withdrawal of the Plan by the Debtors. In the event the Accredited Investor Rights Offering is terminated, any payments received pursuant to these Accredited Investor Rights Offering Procedures will be returned, without interest, to the applicable Accredited Investor Eligible Holder or relevant payee as soon as reasonably practicable.

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

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

8. Fractional Shares

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

9. Validity of Exercise of Accredited Investor Subscription Rights

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

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

10. Modification of Procedures

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

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

11. Inquiries and Transmittal of Documents; Subscription Agent

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

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

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

12. Failure to Exercise Accredited Investor Subscription Rights

Unexercised Accredited Investor Subscription Rights in respect of Accredited Investor Offered Shares will be relinquished on the Subscription Expiration Deadline. If, on or prior to the Subscription Expiration Deadline, the Subscription Agent for any reason does not receive from an Accredited Investor Eligible Holder a duly completed and executed applicable Subscription Form (with accompanying supporting documentation substantiating that such Eligible Holder is an “accredited investor” within the meaning of Rule 501 under Regulation D of the Securities Act, an Investor Questionnaires and a completed IRS Form W-9 or appropriate

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

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

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

Exhibit A-2

1145 Rights Offering Procedures

1145 RIGHTS OFFERING PROCEDURES¹

To 1145 Eligible Holders and Nominees of 1145 Eligible Holders:

On March 9, 2021, the Debtors filed the *Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [D.I. 993] (as may be amended, modified, or supplemented from time to time in accordance with the terms thereof, the "Plan") and the *Disclosure Statement for the Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [D.I. 994] (as may be amended from time to time in accordance with its terms, the "Disclosure Statement").

The Plan provides for the Debtors to conduct a 1145 Rights Offering pursuant to which each Holder of Existing Common Stock on the Record Date (as defined below) that does not exercise its Cash-Out Option (each such Holder, an "1145 Eligible Holder") may acquire newly issued shares of Convertible Series A Preferred Stock in the 1145 Rights Offering (the "1145 Offered Shares").

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

These 1145 Rights Offering Procedures relate to the 1145 Rights Offering for the 1145 Offered Shares, which are being offered without registration under the Securities Act of 1933, as amended (the "Securities Act"), in reliance generally upon the registration exemption provided by section 1145 of the Bankruptcy Code. None of the 1145 Subscription Rights (as defined below) to subscribe for the 1145 Offered Shares in the 1145 Rights Offering or the 1145 Offered Shares purchased in connection with the exercise of such 1145 Subscription Rights distributed pursuant to these 1145 Rights Offering Procedures have been or will be registered under the Securities Act at the Subscription Expiration Deadline (as defined below), nor under any national, state or local law requiring registration for offer and sale of a security.

You should read these 1145 Rights Offering Procedures in their entirety; key provisions are highlighted below:

¹ Capitalized terms used and not defined herein shall have the meaning ascribed to them in the Plan (as defined herein) or that certain Replacement Equity Backstop Commitment Agreement, dated as of March 9, 2021, as amended, by and among the Debtors (as defined therein) and the Equity Backstop Parties (as defined therein) (the "Equity Backstop Commitment Agreement").

- Unless otherwise agreed, 1145 Eligible Holders shall have the right, but not the obligation, to participate in the 1145 Rights Offering and subscribe for 1145 Offered Shares (such right, the “1145 Subscription Rights”). If you exercise your 1145 Subscription Rights, you will have to **PAY** for such exercise at the Per Share Price (as defined below). 1145 Eligible Holders may exercise their 1145 Subscription Rights by completing the applicable subscription form (each a “Subscription Form”). **1145 Eligible Holders intending to participate in both the 1145 Rights Offering and the Accredited Investor Rights Offering should submit only one Subscription Form.**
- Pursuant to and in accordance with the Equity Backstop Commitment Agreement, the Equity Backstop Parties² **must** exercise (or cause any of their respective Related Purchasers to exercise) all of their (or such Related Purchasers’) 1145 Subscription Rights, but need not transfer the Purchase Price (as defined below) until the Funding Date.
- 1145 Eligible Holders are *not* required to exercise any of their 1145 Subscription Rights (unless they are Equity Backstop Parties or the Related Purchasers thereof), but they may if they wish to do so, in which case they must follow the required procedures.
- **Any 1145 Eligible Holder who has timely exercised its Cash-Out Option may not exercise its 1145 Subscription Rights, and any Subscription Form submitted by such 1145 Eligible Holder shall be deemed null and void and of no effect. Any consideration received from any 1145 Eligible Holder that timely exercised its Cash-Out Option shall be promptly returned to such Eligible Holder.**
- Additional information regarding the 1145 Rights Offering and the terms of the 1145 Offered Shares is provided in this Disclosure Statement and in the Subscription Forms enclosed herewith. 1145 Eligible Holders should carefully review the Disclosure Statement and the Subscription Forms in their entirety.

Each 1145 Offered Share is being distributed and issued by New GMI pursuant to the 1145 Rights Offering without registration under the Securities Act in reliance generally upon the exemption from registration provided by section 1145 of the Bankruptcy Code. None of the 1145 Subscription Rights to subscribe for the 1145 Offered Shares in the 1145 Rights Offering or the 1145 Offered Shares purchased in connection with the exercise of such 1145 Subscription Rights distributed pursuant to these 1145 Rights Offering Procedures have been or will be registered under the Securities Act at the Subscription Expiration Deadline (as defined below), nor under any national, state or local law requiring registration for offer and sale of a security.

² Equity Backstop Parties are the parties to the Equity Backstop Commitment Agreement who have committed to purchase shares that are not purchased in the 1145 Rights Offering. Certain provisions of the 1145 Rights Offering Procedures are separately applicable to these parties.

The 1145 Subscription Rights are not detachable or transferable separately from the Existing Common Stock held by 1145 Eligible Holders (the “1145 Eligible Shares”), other than those held by Equity Backstop Parties in accordance with the Equity Backstop Commitment Agreement or those held by Honeywell³, Centerbridge⁴ or Oaktree⁵ in accordance with the Plan Support Agreement. Rather, such 1145 Subscription Rights will trade together with the underlying 1145 Eligible Shares and be evidenced by the underlying 1145 Eligible Shares, until the Subscription Expiration Deadline. Furthermore, the 1145 Subscription Rights may only be exercised by 1145 Eligible Holders, except as otherwise contemplated by the Equity Backstop Commitment Agreement. Accordingly, if an 1145 Eligible Holder (other than an Equity Backstop Party, Honeywell, Centerbridge or Oaktree) sells or transfers its Eligible Share after the Record Date, the purchaser or transferee will not be eligible to receive or exercise 1145 Subscription Rights in respect of such Eligible Share.

The exercise of the 1145 Subscription Rights once made cannot be revoked unless the 1145 Rights Offering is terminated.

The Disclosure Statement is being distributed in connection with the Debtors’ solicitation of votes to accept or reject the Plan and sets forth important information, including risk factors, that should be carefully read and considered by each 1145 Eligible Holder prior to making a decision to participate in the 1145 Rights Offering. Copies of the Disclosure Statement are available on the Debtors’ restructuring website at <http://www.kccllc.net/garrettmotion>.

The 1145 Rights Offering is being conducted by the Debtors in good faith and in compliance with the Bankruptcy Code and the Securities Act. In accordance with section 1125(e) of the Bankruptcy Code, a debtor or any of its agents that participate, in good faith and in compliance with the applicable provisions of the Bankruptcy Code, in the offer, issuance, sale, or purchase of a security offered or sold under the plan of the debtor, or an affiliate participating in a joint plan with the debtor, or of a newly organized successor to the debtor under the plan, is not liable, on account of such participation, for violation of any applicable law, rule, or regulation governing the offer, issuance, sale or purchase of securities.

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

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

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

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

and will receive “restricted securities” (as defined under Rule 144 promulgated under the Securities Act). Resale restrictions are discussed in more detail in Article VIII of the Disclosure Statement, entitled “Securities Law Matters.”

The distribution or communication of these 1145 Rights Offering Procedures and the issuance of the 1145 Offered Shares in certain jurisdictions may be restricted by law. No action has been taken or will be taken to permit the distribution or communication of these 1145 Rights Offering Procedures in any jurisdiction where any action for that purpose may be required. Accordingly, these 1145 Rights Offering Procedures may not be distributed or communicated, and the 1145 Offered Shares may not be subscribed, purchased or issued, in any jurisdiction, except in circumstances where such distribution, communication, subscription, purchase or issuance would comply with all applicable laws and regulations without the need for the issuer to take any action or obtain any consent, approval or authorization therefor, except for any notice filings required under U.S. federal and applicable state securities laws.

Each 1145 Offered Share issued upon exercise of a 1145 Subscription Right to an 1145 Eligible Holder located outside the United States, and any certificate issued in exchange for or upon the transfer, sale or assignment of any such 1145 Offered Shares, shall be imprinted, stamped or otherwise associated with legends to facilitate compliance with applicable securities and business entity laws, procedures of depository institutions and organizational documents (*e.g.*, legends with respect to local law, etc.).

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

Date	Calendar Date	Event
Record Date	March 15, 2021	The date for the determination of the Holders of Existing Common Stock eligible to participate in the 1145 Rights Offering.
Subscription Commencement Date	March 19, 2021	Commencement of the 1145 Rights Offering and the first date on which 1145 Eligible Holders are eligible to exercise 1145 Subscription Rights.
Subscription Expiration Deadline	5:00 p.m. New York City time on April 16, 2021	<p>The deadline for 1145 Eligible Holders to subscribe for 1145 Offered Shares.</p> <p>An 1145 Eligible Holder’s applicable Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) (the “<u>Subscription Form</u>”) must be received by the Subscription Agent (as defined below) by the Subscription Expiration Deadline. 1145 Eligible Holders that hold their Existing Common Stock through a Nominee (as defined below) must deliver their Subscription Forms to their Nominees in sufficient time to allow such Nominee to transcribe the instructions onto a Master Subscription Form and submit it by the Subscription Expiration Deadline. 1145 Eligible Holders who hold Existing Common Stock through a Nominee are urged to consult with their Nominees to determine the necessary deadline to return their Subscription Forms to their Nominee.</p> <p>1145 Eligible Holders who are not Equity Backstop Parties, Honeywell, Centerbridge or Oaktree must deliver the aggregate Purchase Price by the Subscription Expiration Deadline. 1145 Eligible Holders that hold their Existing Common Stock through a Nominee should coordinate payment of the Purchase Price through their Nominees.</p> <p>1145 Eligible Holders who are Equity Backstop Parties, Honeywell, Centerbridge or Oaktree are not required to pay their respective aggregate Purchase Price until the Funding Date in accordance with the terms of the Equity Backstop</p>

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

The 1145 Rights Offering

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

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

Allocation of 1145 Offered Shares

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

1145 Eligible Holders (including Equity Backstop Parties, Honeywell, Centerbridge and Oaktree) exercising 1145 Subscription Rights with respect to Existing Common Stock held through a broker, bank, commercial bank, transfer agent, trust company, dealer, or other agent or nominee (as applicable, the “Nominee”) and who wish to exercise such 1145 Subscription Rights should return their Subscription Forms only to their applicable Nominee for processing, or otherwise follow the directions of the Nominee. By giving the instruction to its Nominee to submit a Subscription Form, such 1145 Eligible Holder is authorizing its Nominee to exercise the 1145 Subscription Rights associated with the shares of Existing Common Stock as to which the instruction pertains and corresponding to the elections evidenced on such 1145 Eligible Holder’s Subscription Form. If applicable, 1145 Eligible Holders are urged to consult with their Nominees to determine the necessary deadline to return their Subscription Forms to their Nominee. 1145 Eligible Holders (including Equity Backstop Parties, Honeywell, Centerbridge and Oaktree) exercising 1145 Subscription Rights with respect to Existing Common Stock held directly on the books and records of GMI’s registrar and transfer agent and who wish to exercise such 1145 Subscription Rights should return their Subscription Forms directly to the Subscription Agent.

Failure to submit such Subscription Form on a timely basis will result in forfeiture of an 1145 Eligible Holder’s 1145 Subscription Rights. None of the Debtors, the Subscription Agent or any of the Equity Backstop Parties will have any liability for any such failure.

No 1145 Eligible Holder (except an Equity Backstop Party, Honeywell, Centerbridge and Oaktree) shall be entitled to participate in the 1145 Rights Offering unless the aggregate Purchase Price for the 1145 Offered Shares it subscribes for is received by the Subscription Agent by the Subscription Expiration Deadline.

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

Special Note for Equity Backstop Parties. Equity Backstop Parties are subject to the 1145 Rights Offering Procedures, except that Equity Backstop Parties are not required to make payment of the Purchase Price by the Subscription Expiration Deadline, and each Equity Backstop Party must provide its payment by the Funding Date (as defined in the Equity Backstop Commitment Agreement) to the Funding Account (as defined in the Equity Backstop Commitment Agreement) in accordance with Section 2.4(b) of the Equity Backstop Commitment Agreement.

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

The rights and obligations of the Equity Backstop Parties in the 1145 Rights Offering shall be governed by the Equity Backstop Commitment Agreement. To the extent the rights or obligations set forth therein differ from the rights and obligations set forth in these 1145 Rights Offering Procedures or any Subscription Form, the Equity Backstop Commitment Agreement controls.

No interest is payable on any advanced funding of the Purchase Price. If the 1145 Rights Offering is terminated for any reason, the aggregate Purchase Price previously received by the Subscription Agent will be returned to 1145 Eligible Holders as provided in Section 6 “Termination/Return of Payment.” No interest will be paid on any returned Purchase Price.

To participate in the 1145 Rights Offering, an 1145 Eligible Holder must complete all of the steps outlined below by the Subscription Expiration Deadline, subject to the proviso in the following sentence. If an 1145 Eligible Holder does not complete all of the steps outlined below by the Subscription Expiration Deadline, such 1145 Eligible Holder shall be deemed to have forever and irrevocably relinquished and waived its right to participate in the 1145 Rights Offering; *provided* that the Equity Backstop Parties, Honeywell, Centerbridge and Oaktree (in their capacities as 1145 Eligible Holders) are not required to submit funds in respect of the exercise of their 1145 Subscription Rights until the Funding Date in accordance with the terms of the Equity Backstop Commitment Agreement and the Plan Support Agreement.

1. 1145 Rights Offering

1145 Eligible Holders have the right, but not the obligation, to participate in the 1145 Rights Offering; *provided, however*, that 1145 Eligible Holders that are Equity Backstop Parties must exercise their 1145 Subscription Rights pursuant to the Equity Backstop Commitment Agreement.

Subject to the terms and conditions set forth in the Plan, the Equity Backstop Commitment Agreement, the Plan Support Agreement and these 1145 Rights Offering Procedures, each 1145 Eligible Holder is entitled to subscribe for up to a total number of 1145 Offered Shares (the “1145 Offered Share Number”) equal to the number of shares of Existing Common Stock held by such 1145 Eligible Holder on the Record Date.

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

There will be no over-subscription privilege in the 1145 Rights Offering. Any 1145 Offered Shares that are not purchased by 1145 Eligible Holders (the “Unsubscribed Shares”) will not be offered to other 1145 Eligible Holders (other than the Equity Backstop Parties) but will be purchased by the Equity Backstop Parties in accordance with the Equity Backstop Commitment Agreement.

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

SUBJECT TO THE TERMS AND CONDITIONS OF THESE 1145 RIGHTS OFFERING PROCEDURES (AND THE EQUITY BACKSTOP COMMITMENT AGREEMENT IN THE CASE OF ANY EQUITY BACKSTOP PARTY AND THE PLAN SUPPORT AGREEMENT IN THE CASE OF HONEYWELL, CENTERBRIDGE AND OAKTREE), ALL SUBSCRIPTIONS SET FORTH IN THE SUBSCRIPTION FORM ARE IRREVOCABLE.

2. Subscription Period

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

Any exercise (including payment, except in the case of the Equity Backstop Parties, Honeywell, Centerbridge or Oaktree) of the 1145 Subscription Rights after the Subscription

Expiration Deadline will not be allowed and any purported exercise (including payment, except in the case of the Equity Backstop Parties, Honeywell, Centerbridge or Oaktree) received by the Subscription Agent after the Subscription Expiration Deadline, regardless of when the documents or payment relating to such exercise were sent, will not be honored. The Subscription Expiration Deadline may be extended by the Debtors or as may be required by law.

As more fully described below, in order for an 1145 Eligible Holder to acquire shares in the 1145 Rights Offering, (i) a Subscription Form (including an accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) completed by such 1145 Eligible Holder must be received by the Subscription Agent and (ii) if it is not an Equity Backstop Party, Honeywell, Centerbridge or Oaktree, the Purchase Price for its 1145 Offered Shares must be received by the Subscription Agent by wire transfer of immediately available funds, in each case no later than the Subscription Expiration Deadline.

Although Equity Backstop Parties, Honeywell, Centerbridge and Oaktree are not required to pay the Purchase Price by the Subscription Expiration Deadline, to subscribe for 1145 Offered Shares a completed Subscription Form with respect to such Equity Backstop Party, Honeywell, Centerbridge or Oaktree (which appropriately identifies such 1145 Eligible Holder as an Equity Backstop Party, Honeywell, Centerbridge or Oaktree) must be delivered to the Subscription Agent, or provided to the applicable Nominee for delivery to the Subscription Agent, no later than the Subscription Expiration Deadline.

3. **Delivery of Subscription Documents**

Each 1145 Eligible Holder may exercise all or any portion of such 1145 Eligible Holder's 1145 Subscription Rights, subject to the terms and conditions contained herein. In order to facilitate the exercise of the 1145 Subscription Rights, beginning on the Subscription Commencement Date, the applicable Subscription Form and these 1145 Rights Offering Procedures will be sent to 1145 Eligible Holders, including appropriate instructions for the proper completion, due execution and timely delivery of the applicable executed Subscription Form and the payment of the applicable aggregate Purchase Price for its 1145 Offered Shares.

Notwithstanding anything to the contrary in these 1145 Rights Offering Procedures, 1145 Eligible Holders that are Equity Backstop Parties will exercise their 1145 Subscription Rights pursuant to the Equity Backstop Commitment Agreement and Honeywell, Centerbridge and Oaktree will exercise their 1145 Subscription Rights pursuant to the Plan Support Agreement. Subject to the terms and conditions of the Equity Backstop Commitment Agreement, no later than the fifth Business Day following the Subscription Expiration Deadline, the Subscription Agent will deliver to each Equity Backstop Party a written notice (the "Funding Notice") of (i) the amount of 1145 Offered Shares elected to be subscribed for by 1145 Eligible Holders and the aggregate Purchase Price therefor; (ii) the aggregate amount of Unsubscribed Shares to be subscribed for by all Equity Backstop Parties and the aggregate Purchase Price therefor; (iii) the amount of Unsubscribed Shares to be subscribed for by such Equity Backstop Party and the aggregate Purchase Price therefor; and (vi) the account to which such Equity Backstop Party must deliver and pay the aggregate Purchase Price for such 1145 Offered Shares. The Subscription Agent will promptly provide such written backup, information and documentation

relating to the information contained in the Funding Notice as any Equity Backstop Party may reasonably request.

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

4. Exercise of 1145 Subscription Rights

In order to validly exercise its 1145 Subscription Rights, an 1145 Eligible Holder must:

- (i) duly complete and execute a Subscription Form (including an accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) in accordance with these 1145 Rights Offering Procedures, and (ii) deliver its executed Subscription Form to the Subscription Agent or, if applicable, to coordinate with its Nominee to deliver instructions to the Subscription Agent, in each case such that the applicable Subscription Forms are received by the Subscription Agent no later than the Subscription Expiration Deadline; and
- as to the Purchase Price,
 - if the 1145 Eligible Holder is not an Equity Backstop Party, Honeywell, Centerbridge or Oaktree, pay or coordinate with its Nominee to deliver payment of the Purchase Price no later than the Subscription Expiration Deadline for the 1145 Offered Shares for which it has subscribed by wire transfer **ONLY** of immediately available funds to the Subscription Agent in accordance with the instructions included in the Subscription Form;
 - if the 1145 Eligible Holder is an Equity Backstop Party, make payment of the Purchase Price to the Funding Account by the Funding Date in accordance with the Equity Backstop Commitment Agreement; and
 - if the 1145 Eligible Holder is Honeywell, Centerbridge or Oaktree, make payment of the Purchase Price to the Funding Account by the Funding Date in accordance with the Plan Support Agreement.

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

Delivery of the Subscription Form. The applicable Subscription Form may be delivered to the Subscription Agent by either physical delivery or by electronic mail in accordance with the address information for the Subscription Agent set forth on the Subscription Form. In all cases, the Subscription Form must actually be received by the Subscription Agent no later than the Subscription Expiration Deadline. **1145 Eligible Holders intending to participate in both the 1145 Rights Offering and the Accredited Investor Rights Offering should submit only one Subscription Form.**

1145 Eligible Holders who hold their Existing Common Stock through a Nominee must deliver their Subscription Form to their Nominee (and otherwise follow the instructions of their Nominee) in sufficient time for their Nominee to deliver the applicable Subscription Forms to the Subscription Agent no later than the Subscription Expiration Deadline.

Payment of the Purchase Price. Payment of the Purchase Price must be made by wire transfer of immediately available funds to the account of the Subscription Agent indicated on the Subscription Form. Other than in the case of Equity Backstop Parties, Honeywell, Centerbridge and Oaktree, the funds must be received in the account of the Subscription Agent no later than the Subscription Expiration Deadline.

In the event that the funds received by the Subscription Agent from any 1145 Eligible Holder (other than an Equity Backstop Party, Honeywell, Centerbridge or Oaktree) do not correspond to the Purchase Price payable for the 1145 Offered Shares elected to be purchased by such 1145 Eligible Holder, the number of the 1145 Offered Shares deemed to be purchased by such 1145 Eligible Holder will be the lesser of (a) the number of the 1145 Offered Shares elected to be purchased by such 1145 Eligible Holder as evidenced by the relevant Subscription Form and (b) a number of the 1145 Offered Shares determined by dividing the amount of the funds received by the Per Share Price, in each case up to an amount equal such 1145 Eligible Holder's 1145 Offered Share Number, rounded down to the nearest whole share.

The cash paid to the Subscription Agent in accordance with these 1145 Rights Offering Procedures will be deposited by the Subscription Agent into and held by the Subscription Agent in a segregated account until released to the Debtors in connection with the settlement of the 1145 Rights Offering on or around the Effective Date. The Subscription Agent may not use such cash for any other purpose prior to the Effective Date and may not encumber or permit such cash to be encumbered with any lien or similar encumbrance. The cash held by the Subscription Agent hereunder will not bear any interest and shall not be deemed part of the Debtors' Estates.

5. Transfer Restriction; Revocation

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

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

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

6. Termination/Return of Payment

Unless the Effective Date has occurred, the 1145 Rights Offering will be deemed automatically terminated without any action of any party upon the earlier of (i) termination of the Equity Backstop Commitment Agreement in accordance with its terms and (ii) the revocation or withdrawal of the Plan by the Debtors. In the event the 1145 Rights Offering is terminated, any payments received pursuant to these 1145 Rights Offering Procedures will be returned, without interest, to the applicable 1145 Eligible Holder or relevant payee as soon as reasonably practicable.

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

The settlement of the 1145 Rights Offering is conditioned on confirmation of the Plan by the Bankruptcy Court and the occurrence of the Effective Date. The Debtors intend that the 1145 Offered Shares will be issued to the 1145 Eligible Holders through direct registration on the books and records of New GMI's registrar and transfer agent. The 1145 Offered Shares will not be represented by a stock certificate.

8. Validity of Exercise of 1145 Subscription Rights

All questions concerning the timeliness, viability, form and eligibility of any exercise of 1145 Subscription Rights will be determined in good faith by the Debtors in consultation with the Requisite Consenting Parties (as defined in the Equity Backstop Commitment Agreement), and, if necessary, subject to a final and binding determination by the Bankruptcy Court. The Debtors, with the consent of the Requisite Consenting Parties, may waive or reject any defect or irregularity in, or permit such defect or irregularity to be corrected within such time as they may determine in good faith, the purported exercise of any 1145 Subscription Rights. Subscriptions will be deemed not to have been received or accepted until all irregularities have been waived or cured within such time as the Debtors determine in good faith in consultation with the Requisite Consenting Parties. In addition, the Subscription Agent shall have no obligation to notify parties of or cure any defects to the forms returned in exercising the 1145 Subscription Rights.

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

9. Modification of Procedures

With the consent of the Requisite Consenting Parties, the Debtors reserve the right to modify these 1145 Rights Offering Procedures, or adopt additional procedures consistent with these 1145 Rights Offering Procedures to effectuate the 1145 Rights Offering and to issue the 1145 Offered Shares; *provided, however*, that the Debtors shall provide prompt written notice to each 1145 Eligible Holder of any material modification to these 1145 Rights Offering Procedures made after the Subscription Commencement Date. In so doing, and subject to the consent of the Requisite Consenting Parties, the Debtors may execute and enter into agreements and take further action that the Debtors determine in good faith is necessary and appropriate to effectuate and implement the 1145 Rights Offering and the issuance of the 1145 Offered Shares.

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

10. Inquiries and Transmittal of Documents; Subscription Agent

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

Questions relating to the 1145 Rights Offering should be directed to the Subscription Agent via email to GarrettRO@kccllc.com (please reference “Garret Motion Inc. 1145 Rights Offering” in the subject line) or at the telephone number shown on the Subscription Form. Please note that the Subscription Agent is only able to respond to procedural questions regarding the 1145 Rights Offering, and cannot provide any information beyond that included in these 1145 Rights Offering Procedures and the Subscription Forms. If applicable, an 1145 Eligible Holder must follow the directions of its Nominee with respect to providing instructions to it in connection with the 1145 Rights Offering.

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

11. Failure to Exercise 1145 Subscription Rights

Unexercised 1145 Subscription Rights in respect of 1145 Offered Shares will be relinquished on the Subscription Expiration Deadline. If, on or prior to the Subscription Expiration Deadline, the Subscription Agent for any reason does not receive from an 1145 Eligible Holder a duly completed and executed applicable Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable), and, with respect to a party which is not an Equity Backstop Party, Honeywell, Centerbridge or Oaktree, payment of the Purchase Price by the Subscription Expiration Deadline, such 1145 Eligible Holder shall be deemed to have irrevocably relinquished and waived its right to participate in the 1145 Rights Offering in respect of 1145 Offered Shares.

Any attempt to exercise Rights after the Subscription Expiration Deadline in respect of 1145 Offered Shares shall be null and void and the Debtors shall not be obligated to honor any

such purported exercise received by the Subscription Agent after the Subscription Expiration Deadline regardless of when the documents relating thereto were sent.

The method of delivery of the applicable Subscription Form and any other required documents is at each 1145 Eligible Holder's option and sole risk, and delivery will be considered made only when actually received by the Subscription Agent. If delivery is by mail, registered mail with return receipt requested, properly insured, is encouraged and strongly recommended. In all cases, you should allow sufficient time to ensure timely delivery by 5:00 p.m. (New York City time) on the Subscription Expiration Deadline. 1145 Eligible Holders who hold their Existing Common Stock through a Nominee must ensure that their Nominee delivers the applicable Subscription Forms by the Subscription Expiration Deadline and must coordinate with their Nominee to make payment of the Purchase Price.

Exhibit B

Rights Offering Materials

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

- Is a broker, bank or other nominee for the beneficial owners of the shares of Existing Common Stock listed in Item 2 below, and is the registered holder of such shares of Existing Common Stock, or
- Is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by the broker, bank, or other nominee that is the registered holder of the shares of Existing Common Stock listed in Item 2 below.

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

The undersigned certifies that as of the Record Date the information provided below (including any information provided on additional sheets attached hereto) is a true and accurate schedule of the beneficial owners of shares of Existing Common Stock, as identified by their respective account numbers, that have delivered duly completed Subscription Forms to the undersigned.

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

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

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

The undersigned certifies that as of the Record Date the information provided below (including any information provided on additional sheets attached hereto) is a true and accurate schedule of the beneficial owners of the shares of Existing Common Stock, as identified by their respective account numbers, that (1) have delivered duly completed Subscription Forms to the undersigned, which forms are attached hereto and (2) have indicated that they intend to exercise Accredited Investor Subscription Rights.

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

Tel#s: (917) 281-4800 (International) or 877-499-4509 (Toll-Free)

If submitting via email: GarrettRO@kccllc.com

PLEASE NOTE: NO RIGHTS OFFERING SUBMISSION WILL BE VALID UNLESS THIS MASTER SUBSCRIPTION FORM, TOGETHER WITH THE APPLICABLE DULY COMPLETED AND EXECUTED SUBSCRIPTION FORM AND ACCOMPANYING DOCUMENTS ONLY FROM ELIGIBLE HOLDERS WHO ARE EXERCISING ACCREDITED INVESTOR SUBSCRIPTION RIGHTS, ARE VALIDLY SUBMITTED ALONG WITH THE PURCHASE PRICE (SOLELY WITH RESPECT TO ELIGIBLE HOLDERS THAT ARE NOT EQUITY BACKSTOP PARTIES, HONEYWELL, CETERBRIDGE OR OAKTREE) TO THE SUBSCRIPTION AGENT ON OR PRIOR TO THE SUBSCRIPTION EXPIRATION DEADLINE.

Item 4. Wire Information In Case Refund is Necessary.

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

Item 5. Additional Certification.

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

Date: _____
Name of Nominee: _____
DTC Participant Number: _____
U.S. Federal Tax EIN/SSN (optional): _____
Signature: _____
Name: _____
Title: _____
Address: _____
Telephone Number: _____
Fax: _____

Email: _____

GARRETT MOTION INC., ET AL.

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

**(FOR EXISTING COMMON STOCK HELD THROUGH REGISTRAR AND
TRANSFER AGENT)**

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS INCLUDED OR SPECIFICALLY REFERENCED IN THE MATERIALS MAILED WITH THESE INSTRUCTIONS AND THE ATTACHED SUBSCRIPTION FORM.

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

SUBSCRIPTION EXPIRATION DEADLINE

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

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

Please note that your Subscription Form (with a completed IRS Form W-9 or appropriate IRS Form W-8, as applicable and, if you are exercising Accredited Investor Subscription Rights pursuant to the Accredited Investor Rights Offering, accompanying supporting documentation substantiating that you are an "accredited investor" within the meaning of Rule 501 under Regulation D of the Securities Act and a completed Investor Questionnaire) must be received by KCC LLC (the "Subscription Agent"), along with a wire transfer of your Purchase Price (but only if you are not an Equity Backstop Party, Honeywell, Centerbridge or Oaktree) to the Subscription Agent, at or prior to the Subscription Expiration Deadline. Otherwise, the subscription represented by your Subscription Form will not be recognized, and you will be deemed forever to have relinquished and waived your right to participate in the 1145 Rights Offering and/or the Accredited Investor Rights Offering, as applicable.

Eligible Holders who are not Equity Backstop Parties, Honeywell, Centerbridge or Oaktree should arrange for payment of the Purchase Price for their subscription to be received by the Subscription Agent by the Subscription Expiration Deadline.

Eligible Holders who are Equity Backstop Parties, Honeywell, Centerbridge or Oaktree must provide the Subscription Form (which shall contain the appropriate identification in Item 5) to the Subscription Agent so that the Subscription Agent will receive confirmation that payment does not have to be made prior to the Subscription Expiration Deadline. Eligible Holders that are Equity Backstop Parties, Honeywell, Centerbridge or Oaktree must deliver the appropriate funding to the Funding Account (as defined in the Equity Backstop Commitment Agreement) by Funding Date (as defined in the Equity Backstop Commitment Agreement) in accordance with the Equity Backstop Commitment Agreement or the Plan Support Agreement, as applicable.

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

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

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

The 1145 Offered Shares are being distributed and issued by New GMI pursuant to the 1145 Rights Offering without registration under the Securities Act in reliance generally upon the exemption from registration provided by section 1145 of the Bankruptcy Code. None of the 1145 Subscription Rights to subscribe for the 1145 Offered Shares in the 1145 Rights Offering or the 1145 Offered Shares purchased in connection with the exercise of such 1145 Subscription Rights distributed pursuant to the 1145 Rights Offering Procedures have been or will be registered under the Securities Act at the Subscription Expiration Deadline, nor under any national, state or local law requiring registration for offer and sale of a security.

Rights Offering Instructions

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

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

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

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

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

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

Exercise of Subscription Rights. In order to participate in the 1145 Rights Offering and the Accredited Investor Rights Offering, the Subscription Form must be received by the Subscription Agent by the Subscription Expiration Deadline. If the Subscription Agent does not receive a duly completed Subscription Form with respect to the exercise of your 1145 Subscription Rights and/or your Accredited Investor Subscription Rights, you will be deemed forever to have relinquished and waived your right to participate in the 1145 Rights Offering and/or the Accredited Investor Rights Offering.

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

To subscribe, complete Items 1 through 9 below.

Item 1. Number of shares of Existing Common Stock.

The undersigned, or the beneficial owner on whose behalf the undersigned is executing this form, is a beneficial owner of the following number of shares of Existing Common Stock:

Number of shares of Existing Common Stock held as of the Record Date:

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

Item 3. Accredited Investor Subscription Rights.

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

I am Honeywell, Centerbridge or Oaktree.

Item 6. Payment Instructions and Share Delivery Information.

If you did not check the box in Item 5 above, payment of the Purchase Price calculated pursuant to Item 4b above shall be made by wire transfer ONLY of immediately available funds by no later than the Subscription Expiration Deadline in accordance with the following instructions.

Account Name :
Bank Account No.:
ABA/Routing No.:
Bank Name:
Bank Address:
Reference:

Please note that the failure to include the claimant name or form number in the reference field of any domestic or international wire payment may result in the rejection of the corresponding submission. In addition, please also note that payments cannot be aggregated, and one wire should be sent per Subscription Form submission.

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

PLEASE NOTE: NO RIGHTS OFFERING SUBMISSION WILL BE VALID UNLESS THIS SUBSCRIPTION FORM IS VALIDLY SUBMITTED ALONG WITH THE PURCHASE PRICE (SOLELY WITH RESPECT TO ELIGIBLE HOLDERS THAT ARE NOT EQUITY BACKSTOP PARTIES) TO THE SUBSCRIPTION AGENT ON OR PRIOR TO THE SUBSCRIPTION EXPIRATION DEADLINE.

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

If you have any questions, you are encouraged to please contact the Subscription Agent prior to the Subscription Expiration Deadline via email at GarrettRO@kccllc.com (with a reference to “Garrett Motion Inc.” in the subject line), or at the following applicable phone number: (866) 812-2297 (domestic toll-free) or 781-575-4050 (international toll).

Item 7. Certification.

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

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

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

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

Date: _____

Name Beneficial Owner: _____

U.S. Federal Tax EIN/SSN: _____

If non-U.S. person, check here and attach appropriate IRS Form W- 8

If U.S. person, check here and attach IRS Form W-9

Signature: _____

Name of Signatory: _____

Title: _____

Telephone Number: _____

Email: _____

Item 8. Wire information in the event a refund is necessary.

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

Item 9. Registration Information.

Please indicate on the lines provided below the registration name of the person in whose name the Offered Shares should be issued, as well as such person’s name and address as you would like it to be reflected on the books and records of the registrar and transfer agent for registration of the Offered Shares. It is strongly recommended that the below information be typed to ensure that it is legible):

Account Name (*Maximum 35 Characters*):

Name (continued) (*Maximum 35 Characters*): _____

Attention (*Maximum 35 Characters*) _____

Address Line 1 (*Maximum 35 Characters*)

Address Line 2 (*Maximum 35 Characters*): _____

City: _____ State: _____ Zip: _____

FOREIGN Country Name: _____

US Tax ID/EIN: _____ OR Check here if non-US (no TIN)

Once completed, you must return this Subscription Form, the accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, and, if you are exercising Accredited Investor Subscription Rights, the Investor Questionnaire and supporting documentation to substantiate that you are an “accredited investor” as defined by Rule 501 of the Securities Act, to the Subscription Agent at or before the Subscription Expiration Deadline by email or mail to the following address or email address:

**KCC LLC
222 North Pacific Coast Highway, Suite 300
El Segundo, CA 90245-5614
Attention: Garret Motion Inc. Rights Offer
Tel#s: +800 3742 6170 (International) or (866) 812-2297 (Toll-Free)**

If delivering the Subscription Form by electronic mail: GarrettRO@kccllc.com

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

Exhibit A

Investor Questionnaire

The information to be provided in this questionnaire (the “Questionnaire”) by the undersigned is relevant to the availability of an exemption from registration under U.S. federal and securities laws in connection with the Accredited Investor Rights Offering for Convertible Series A Preferred Stock (the “Offered Shares”) of Garrett Motion Inc. (the “Company”). Unless the context otherwise requires, capitalized terms used but not defined herein have the respective meanings assigned to them in *Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [D.I. 993] (as may be amended, modified or supplemented in accordance with the terms thereof, the “Plan”) or the Accredited Investor Rights Offering Procedures.

The Company will rely upon the accuracy and completeness of the information provided in this Questionnaire in establishing that the issuance of the Offered Shares is exempt from the registration requirements of the Securities Act of 1933, as amended (the “Securities Act”).

This Questionnaire must be completed, signed and returned to the Company by each Accredited Investor Eligible Holder intending to exercise Accredited Investor Subscription Rights (each, an “Investor” and collectively, the “Investors”), prior to or at the Subscription Expiration Deadline.

Accordingly, the undersigned is obligated to read this Questionnaire carefully and answer the items contained herein completely and accurately.

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

The undersigned agrees that, if necessary, this Questionnaire may be presented to such parties as the Company deems appropriate to establish the availability, under the Securities Act or applicable state securities law, of exemption from registration in connection with the Accredited Investor Rights Offering for Offered Shares.

This Questionnaire is merely a request for information and is not an offer to sell, a solicitation of an offer to buy, or a sale of any securities.

The undersigned certifies that the undersigned is an “accredited investor” as defined in Rule 501(a) of Regulation D promulgated under the Securities Act, because the undersigned is (please check and initial by the appropriate box):

- A bank as defined in Section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity;

Party identification in Item 5) to their Nominee for delivery to the Subscription Agent so that the Subscription Agent will receive confirmation that payment does not have to be made prior to the Subscription Expiration Deadline. Eligible Holders that are Equity Backstop Parties, Honeywell, Centerbridge or Oaktree must coordinate with the Nominees to deliver the appropriate funding to the Funding Account (as defined in the Equity Backstop Commitment Agreement) by the Funding Date (as defined in the Equity Backstop Commitment Agreement) in accordance with the Equity Backstop Commitment Agreement or the Plan Support Agreement, as applicable.

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

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

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

The 1145 Offered Shares are being distributed and issued by New GMI pursuant to the 1145 Rights Offering without registration under the Securities Act in reliance generally upon the exemption from registration provided by section 1145 of the Bankruptcy Code. None of the 1145 Subscription Rights to subscribe for the 1145 Offered Shares in the 1145 Rights Offering or the 1145 Offered Shares purchased in connection with the exercise of such 1145 Subscription Rights distributed pursuant to the 1145 Rights Offering Procedures have been or will be registered under the Securities Act at the Subscription Expiration Deadline, nor under any national, state or local law requiring registration for offer and sale of a security.

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

Please consult the Plan, the Disclosure Statement, the 1145 Rights Offering Procedures and, if applicable, the Accredited Investor Offering Procedures for additional information with respect to this Subscription Form. Any terms capitalized but not defined herein shall have the meaning as set forth in the Plan, the 1145 Rights Offering Procedures or the Accredited Investor Rights Offering Procedures.

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

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

If you have any questions, you are encouraged to please contact the Subscription Agent prior to the Subscription Expiration Deadline via email at GarrettRO@kccllc.com (with a reference to “Garrett Motion Inc.” in the subject line), or at the following applicable phone number: (866) 812-2297 (domestic toll-free) or 781-575-4050 (international toll).

SUBJECT TO THE TERMS AND CONDITIONS OF THE 1145 RIGHTS OFFERING PROCEDURES AND ACCREDITED INVESTOR RIGHTS OFFERING PROCEDURES (AND THE EQUITY BACKSTOP COMMITMENT AGREEMENT IN THE CASE OF ANY EQUITY BACKSTOP PARTY AND THE PLAN SUPPORT AGREEMENT IN THE CASE OF HONEYWELL, CENTERBRIDGE OR OAKTREE), ALL SUBSCRIPTIONS SET FORTH IN THIS SUBSCRIPTION FORM ARE IRREVOCABLE.

Rights Offering Instructions

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

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

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

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

I am Honeywell, Centerbridge or Oaktree.

Item 6. Payment Instructions and Share Delivery Information.

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

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

Please note that the failure to include the claimant name or form number in the reference field of any domestic or international wire payment may result in the rejection of the corresponding submission. In addition, please also note that payments cannot be aggregated, and one wire should be sent per Subscription Form submission.

PLEASE NOTE: NO RIGHTS OFFERING SUBMISSION WILL BE VALID UNLESS THIS SUBSCRIPTION FORM IS VALIDLY SUBMITTED ALONG WITH THE PURCHASE PRICE (SOLELY WITH RESPECT TO ELIGIBLE HOLDERS THAT ARE NOT EQUITY BACKSTOP PARTIES) TO THE SUBSCRIPTION AGENT ON OR PRIOR TO THE SUBSCRIPTION EXPIRATION DEADLINE.

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

If you have any questions, you are encouraged to please contact the Subscription Agent prior to the Subscription Expiration Deadline via email at GarrettRO@kcellc.com (with a reference to “Garrett Motion Inc.” in the subject line), or at the following applicable phone number: (866) 812-2297 (domestic toll-free) or 781-575-4050 (international toll).

Item 7. Certification.

The undersigned hereby certifies that (i) the undersigned is the beneficial owner of the shares of Existing Common Stock indicated in Item 1a above, or the authorized signatory (the “Authorized Signatory”) of such beneficial owner acting on behalf of the beneficial owner, (ii) the undersigned, or such beneficial owner, agrees to be bound by all the terms and conditions as set forth in this Subscription Form (including the Rights Offering Instructions included herein), (iii)

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

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

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

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

Date: _____

Name of Holder: _____

U.S. Federal Tax EIN/SSN: _____

If non-U.S. person, check here and attach appropriate IRS Form W- 8

If U.S. person, check here and attach IRS Form W-9

Signature: _____

Name of Signatory: _____

Title: _____

Telephone Number: _____

Email: _____

Item 8. Registration Information.

Notwithstanding that you hold your shares of Existing Common Stock through a Nominee, any Accredited Investor Offered Shares that you receive (and, if you are an Equity Backstop Party, any Unsubscribed Shares of 1145 Offered Shares that you receive pursuant to the Equity Backstop Commitment Agreement) must be held in a restricted book-entry account maintained with New GMI's registrar and transfer agent. Accordingly, please indicate on the lines provided below the registration name of the person receiving the 1145 Offered Shares and Accredited Investor Offered Shares, as applicable, in whose name the 1145 Offered Shares and/or Accredited Investor Offered Shares, as applicable, should be issued, as well as such person's name and address as you would like it to be reflected in the books and records of the registrar and transfer agent for registration of the applicable Offered Shares. It is strongly recommended that the below information be typed to ensure that it is legible):

Account Name (*Maximum 35 Characters*):

Name (continued) (*Maximum 35 Characters*): _____

Attention (*Maximum 35 Characters*) _____

Address Line 1 (*Maximum 35 Characters*)

Address Line 2 (*Maximum 35 Characters*): _____

City: _____ State: _____ Zip: _____

FOREIGN Country Name: _____

US Tax ID/EIN: _____ OR Check here if non-US (no TIN)

Once completed, you must return this Subscription Form, the accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, and, if you are exercising Accredited Investor Subscription Rights, the Investor Questionnaire and supporting documentation to substantiate that you are an "accredited investor" as defined by Rule 501 of the Securities Act, only to your Nominee.

Exhibit A

Investor Questionnaire

The information to be provided in this questionnaire (the “Questionnaire”) by the undersigned is relevant to the availability of an exemption from registration under U.S. federal and securities laws in connection with the Accredited Investor Rights Offering for Convertible Series A Preferred Stock (the “Offered Shares”) of Garrett Motion Inc. (the “Company”). Unless the context otherwise requires, capitalized terms used but not defined herein have the respective meanings assigned to them in *Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [D.I. 993] (as may be amended, modified or supplemented in accordance with the terms thereof, the “Plan”) or the Accredited Investor Rights Offering Procedures.

The Company will rely upon the accuracy and completeness of the information provided in this Questionnaire in establishing that the issuance of the Offered Shares is exempt from the registration requirements of the Securities Act of 1933, as amended (the “Securities Act”).

This Questionnaire must be completed, signed and returned to the Company by each Accredited Investor Eligible Holder intending to exercise Accredited Investor Subscription Rights (each, an “Investor” and collectively, the “Investors”), prior to or at the Subscription Expiration Deadline.

Accordingly, the undersigned is obligated to read this Questionnaire carefully and answer the items contained herein completely and accurately.

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

The undersigned agrees that, if necessary, this Questionnaire may be presented to such parties as the Company deems appropriate to establish the availability, under the Securities Act or applicable state securities law, of exemption from registration in connection with the Accredited Investor Rights Offering for Offered Shares.

This Questionnaire is merely a request for information and is not an offer to sell, a solicitation of an offer to buy, or a sale of any securities.

The undersigned certifies that the undersigned is an “accredited investor” as defined in Rule 501(a) of Regulation D promulgated under the Securities Act, because the undersigned is (please check and initial by the appropriate box):

- A bank as defined in Section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity;

Exhibit C

Notice and Questionnaire to Accredited Investors dated April 28, 2021

From: [James Lee \(NYCL\)](#)
To: [#NA KCC Garrett Rights Offering](#)
Bcc:



Subject: Garrett Motion, Inc. – Notice and Questionnaire to Accredited Investors
Date: Wednesday, April 28, 2021 6:59:00 AM
Attachments: [Notice to Accredited Investors of Registration Rights.pdf](#)

Please see attached for the Notice and Questionnaire to Accredited Investors. You are receiving this notice and questionnaire because you have notified Garrett that you are an “accredited investor” within the meaning of Rule 501 under Regulation D of the U.S. Securities Act of 1933, as amended (the “Securities Act”), and you have provided the certifications and verifying documentation with respect to your participation in the rights offering to “accredited investors” (the “Accredited Investor Rights Offering”) of shares of Series A Cumulative Convertible Preferred Stock of Garrett (the “Series A Shares”).

Please review and return the completed form via reply to this email by **Saturday, May 8, 2021**.

Please email us if you have any questions.

Regards,

KCC
Claims and Noticing Agent to Garrett Motion, Inc.
GarrettRO@kccllc.com

Exhibit D

Subscription Form for 1145 Rights Offering and Accredited Investor Rights Offering

(Nomis Bay Ltd)

GARRETT MOTION INC., ET AL.

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

(FOR EXISTING COMMON STOCK HELD THROUGH NOMINEES)

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS INCLUDED OR SPECIFICALLY REFERENCED IN THE MATERIALS MAILED WITH THESE INSTRUCTIONS AND THE ATTACHED SUBSCRIPTION FORM.

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

SUBSCRIPTION EXPIRATION DEADLINE

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

Please note that your Subscription Form (with a completed IRS Form W-9 or appropriate IRS Form W-8, as applicable, and, if you are exercising Accredited Investor Subscription Rights pursuant to the Accredited Investor Rights Offering, accompanying supporting documentation substantiating that you are an “accredited investor” within the meaning of Rule 501 under Regulation D of the Securities Act and a completed Investor Questionnaire) must be returned to your Nominee in sufficient time for your instructions to be processed and delivered by your Nominee so that the duly completed Subscription Form (with a completed IRS Form W-9 or appropriate IRS Form W-8, as applicable, and, if you are exercising Accredited Investor Subscription Rights pursuant to the Accredited Investor Rights Offering, accompanying supporting documentation substantiating that you are an “accredited investor” within the meaning of Rule 501 under Regulation D of the Securities Act and a completed Investor Questionnaire) are received by KCC LLC (the “Subscription Agent”), along with a wire transfer of your Purchase Price (but only if you are not an Equity Backstop Party, Honeywell, Centerbridge or Oaktree) to the Subscription Agent, at or prior to the Subscription Expiration Deadline. Otherwise, the subscription represented by your Subscription Form will not be recognized, and you will be deemed forever to have relinquished and waived your right to participate in the 1145 Rights Offering and/or the Accredited Investor Rights Offering, as applicable.

Eligible Holders who are not Equity Backstop Parties, Honeywell, Centerbridge or Oaktree should coordinate payment of the Purchase Price through their Nominees so that payment of the Purchase Price is received by the Subscription Agent by the Subscription Expiration Deadline.

Eligible Holders who are Equity Backstop Parties, Honeywell, Centerbridge or Oaktree must return the Subscription Form (which shall contain the appropriate Equity Backstop Party identification in Item 5) to their Nominee for delivery to the Subscription Agent so that

the Subscription Agent will receive confirmation that payment does not have to be made prior to the Subscription Expiration Deadline. Eligible Holders that are Equity Backstop Parties, Honeywell, Centerbridge or Oaktree must coordinate with the Nominees to deliver the appropriate funding to the Funding Account (as defined in the Equity Backstop Commitment Agreement) by the Funding Date (as defined in the Equity Backstop Commitment Agreement) in accordance with the Equity Backstop Commitment Agreement or the Plan Support Agreement, as applicable.

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

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

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

The 1145 Offered Shares are being distributed and issued by New GMI pursuant to the 1145 Rights Offering without registration under the Securities Act in reliance generally upon the exemption from registration provided by section 1145 of the Bankruptcy Code. None of the 1145 Subscription Rights to subscribe for the 1145 Offered Shares in the 1145 Rights Offering or the 1145 Offered Shares purchased in connection with the exercise of such 1145 Subscription Rights distributed pursuant to the 1145 Rights Offering Procedures have been or will be registered under the Securities Act at the Subscription Expiration Deadline, nor under any national, state or local law requiring registration for offer and sale of a security.

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

and will receive “restricted securities” (as defined under Rule 144 promulgated under the Securities Act).

Please consult the Plan, the Disclosure Statement, the 1145 Rights Offering Procedures and, if applicable, the Accredited Investor Offering Procedures for additional information with respect to this Subscription Form. Any terms capitalized but not defined herein shall have the meaning as set forth in the Plan, the 1145 Rights Offering Procedures or the Accredited Investor Rights Offering Procedures.

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

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

If you have any questions, you are encouraged to please contact the Subscription Agent prior to the Subscription Expiration Deadline via email at GarrettRO@kcellc.com (with a reference to “Garrett Motion Inc.” in the subject line), or at the following applicable phone number: (866) 812-2297 (US toll-free) or 781-575-4050 (US local toll).

SUBJECT TO THE TERMS AND CONDITIONS OF THE 1145 RIGHTS OFFERING PROCEDURES AND ACCREDITED INVESTOR RIGHTS OFFERING PROCEDURES (AND THE EQUITY BACKSTOP COMMITMENT AGREEMENT IN THE CASE OF ANY EQUITY BACKSTOP PARTY AND THE PLAN SUPPORT AGREEMENT IN THE CASE OF HONEYWELL, CENTERBRIDGE OR OAKTREE), ALL SUBSCRIPTIONS SET FORTH IN THIS SUBSCRIPTION FORM ARE IRREVOCABLE.

Rights Offering Instructions

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

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

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

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

7. **Read, complete and sign** the certification in Item 7 of your Subscription Form. Such execution shall indicate your acceptance and approval of the terms and conditions set forth in the 1145 Rights Offering Procedures and, if applicable, the Accredited Investor Offering Procedures.
8. **Complete** Item 8 of your Subscription Form.
9. **Provide registration information** in Item 9 to indicate the beneficial owner's name and address as you would like it to be reflected in New GMI's books and records for registration of the Offered Shares.
10. **Read, complete and sign** an IRS Form W-9 if you are a U.S. person. If you are a non-U.S. person, read, complete and sign an appropriate IRS Form W-8. These forms may be obtained from the IRS at its website: www.irs.gov.
11. If you are an Accredited Investor Eligible Holder subscribing for Accredited Investor Offered Shares:
 - a. **Read, complete and sign** the Investor Questionnaire attached as Exhibit A to the Subscription Form.
 - b. **Provide** the documentation contemplated by the Investor Questionnaire to substantiate that you are an "accredited investor" within the meaning of Rule 501 of the Securities Act.
12. **Return** your signed Subscription Form (with accompanying Investor Questionnaire and IRS Form W-9 or appropriate IRS Form W-8, as applicable) to your Nominee (or otherwise follow the instructions of your Nominee) in sufficient time for your instructions to be processed and delivered by your Nominee so that the duly completed Subscription Form and Investor Questionnaire, IRS Form W-9 or W-8, as applicable, and accompanying supporting documentation are received by the Subscription Agent on or before the Subscription Expiration Deadline.
14. **Coordinate with your Nominee to arrange for full payment** of the aggregate Purchase Price by wire transfer of immediately available funds, calculated in accordance with Item 4 of your Subscription Form.

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

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

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

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

If you have any questions, you are encouraged to please contact the Subscription Agent prior to the Subscription Expiration Deadline via email at GarrettRO@kccllc.com (with a reference to "Garrett Motion Inc." in the subject line), or at the following applicable phone number: (866) 812-2297 (US toll-free) or 781-575-4050 (US local toll).

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

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

Exercise of Subscription Rights. In order to participate in the 1145 Rights Offering and the Accredited Investor Rights Offering, you must leave sufficient time for your Subscription Form to reach your Nominee and be processed and delivered to the Subscription Agent by the Subscription Expiration Deadline. If the Subscription Agent does not receive a duly completed Subscription Form with respect to the exercise of your Accredited Investor Subscription Rights, you will be deemed forever to have relinquished and waived your right to participate in the Accredited Investor Rights Offering.

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

To subscribe, complete Items 1 through 9 below.

Item 1. Number of shares of Existing Common Stock.

The undersigned, or the beneficial owner on whose behalf the undersigned is executing this form, is a beneficial owner of the following number of shares of Existing Common Stock:

Number of shares of Existing Common Stock held as of the Record Date:

315,226

Item 2. 1145 Subscription Rights - Number of 1145 Offered Shares Subscribed For. The undersigned hereby elects to purchase a number of 1145 Offered Shares equal to 315,226. This number must be a whole number which is **less than or equal to the number of shares of Existing Common Stock held as of the Record Date** from Item 1 above).

Item 3. Accredited Investor Subscription Rights.

Important Note:

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

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

315,226	X	0.448951	=	141,521
(Insert total number of shares of Existing Common Stock from 1 above)				(Pro Rata Accredited Investor Offered Share Number) (Round down to the nearest whole share)

3b. Number of Accredited Investor Offered Shares Subscribed For. The undersigned hereby elects to purchase a number of Accredited Investor Offered Shares equal to 141,521. This number must be a whole number which is **less than or equal to the Pro Rata Accredited Investor Offered Share Number** from Item 3a above).

Item 4. Purchase Price.

4a. Calculation of Total Number of Offered Shares.

315,226	+	141,521	=	456,747
(Number of 1145 Offered Shares from Item 2 above)		(Number of Accredited Investor Offered Shares from Item 3b above)		Total Number of Offered Shares

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

456,747	X	\$5.25	=	2,397,921.75
(Sum Item 4a above)				Purchase Price

Item 5. Equity Backstop Party Representation.

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

- I am an Equity Backstop Party identified in the Equity Backstop Commitment Agreement.
- I am Honeywell, Centerbridge or Oaktree.

Item 6. Payment Instructions and Share Delivery Information.

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

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

Please note that the failure to include the claimant name or form number in the reference field of any domestic or international wire payment may result in the rejection of the corresponding submission. In addition, please also note that payments cannot be aggregated, and one wire should be sent per Subscription Form submission.

PLEASE NOTE: NO RIGHTS OFFERING SUBMISSION WILL BE VALID UNLESS THIS SUBSCRIPTION FORM IS VALIDLY SUBMITTED ALONG WITH THE PURCHASE PRICE (SOLELY WITH RESPECT TO ELIGIBLE HOLDERS THAT ARE NOT EQUITY BACKSTOP PARTIES) TO THE SUBSCRIPTION AGENT ON OR PRIOR TO THE SUBSCRIPTION EXPIRATION DEADLINE.

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

If you have any questions, you are encouraged to please contact the Subscription Agent prior to the Subscription Expiration Deadline via email at GarrettRO@kcellc.com (with a reference to “Garrett Motion Inc.” in the subject line), or at the following applicable phone number: (866) 812-2297 (US toll-free) or 781-575-4050 (US local toll).

Item 7. Certification.

The undersigned hereby certifies that (i) the undersigned is the beneficial owner of the shares of Existing Common Stock indicated in Item 1a above, or the authorized signatory (the “Authorized Signatory”) of such beneficial owner acting on behalf of the beneficial owner, (ii) the undersigned, or such beneficial owner, agrees to be bound by all the terms and conditions as set forth in this Subscription Form (including the Rights Offering Instructions included herein), (iii) the undersigned, or such beneficial owner, has received a copy of the Plan, the Disclosure Statement, the 1145 Rights Offering Procedures and the Accredited Investor Rights Offering Procedures, (iv)

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

The undersigned recognizes and understands that the 1145 Offered Shares issued to participants in the 1145 Rights Offering are being offered without registration under the Securities Act in reliance on section 1145 of the Bankruptcy Code, and may be resold, without registration under the Securities Act or other applicable federal and state securities laws, unless the beneficial owner is an "underwriter" with respect to such securities, as that term is defined in section 1145(b) of the Bankruptcy Code.

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

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

Date: 2021-04-12

Name of Holder: Nomis Bay Ltd

U.S. Federal Tax EIN/SSN: _____

If non-U.S. person, check here and attach appropriate IRS Form W- 8

If U.S. person, check here and attach IRS Form W-9

Signature: _____

Name of Signatory: Peter Poole

Title: Director

Telephone Number: [REDACTED]

Email: [REDACTED]

Item 8. Registration Information.

Notwithstanding that you hold your shares of Existing Common Stock through a Nominee, any Accredited Investor Offered Shares that you receive (and, if you are an Equity Backstop Party, any Unsubscribed Shares of 1145 Offered Shares that you receive pursuant to the Equity Backstop Commitment Agreement) must be held in a restricted book-entry account maintained with New GMI's registrar and transfer agent. Accordingly, please indicate on the lines provided below the registration name of the person receiving the 1145 Offered Shares and Accredited Investor Offered Shares, as applicable, in whose name the 1145 Offered Shares and/or Accredited Investor Offered Shares, as applicable, should be issued, as well as such person's name and address as you would like it to be reflected in the books and records of the registrar and transfer agent for registration of the applicable Offered Shares. It is strongly recommended that the below information be typed to ensure that it is legible):

Account Name (*Maximum 35 Characters*):
Nomis Bay Ltd

Name (continued) (*Maximum 35 Characters*): _____

Attention (*Maximum 35 Characters*) Joshua Fenttiman

Address Line 1 (*Maximum 35 Characters*)
Wessex House, 3rd Floor, 45 Reid Street, Hamilton, Bermuda, HM12

Address Line 2 (*Maximum 35 Characters*): _____

City: Hamilton State: _____ Zip: HM12

FOREIGN Country Name: Bermuda

US Tax ID/EIN: [REDACTED] OR Check here if non-US (no TIN)

Once completed, you must return this Subscription Form, the accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, and, if you are exercising Accredited Investor Subscription Rights, the Investor Questionnaire and supporting documentation to substantiate that you are an "accredited investor" as defined by Rule 501 of the Securities Act, only to your Nominee.

Exhibit A

Investor Questionnaire

The information to be provided in this questionnaire (the "Questionnaire") by the undersigned is relevant to the availability of an exemption from registration under U.S. federal and securities laws in connection with the Accredited Investor Rights Offering for Convertible Series A Preferred Stock (the "Offered Shares") of Garrett Motion Inc. (the "Company"). Unless the context otherwise requires, capitalized terms used but not defined herein have the respective meanings assigned to them in *Debtors' Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [D.I. 1018] (as may be amended, modified or supplemented in accordance with the terms thereof, the "Plan") or the Accredited Investor Rights Offering Procedures.

The Company will rely upon the accuracy and completeness of the information provided in this Questionnaire in establishing that the issuance of the Offered Shares is exempt from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act").

This Questionnaire must be completed, signed and returned to the Company by each Accredited Investor Eligible Holder intending to exercise Accredited Investor Subscription Rights (each, an "Investor" and collectively, the "Investors"), prior to or at the Subscription Expiration Deadline.

Accordingly, the undersigned is obligated to read this Questionnaire carefully and answer the items contained herein completely and accurately.

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

The undersigned agrees that, if necessary, this Questionnaire may be presented to such parties as the Company deems appropriate to establish the availability, under the Securities Act or applicable state securities law, of exemption from registration in connection with the Accredited Investor Rights Offering for Offered Shares.

This Questionnaire is merely a request for information and is not an offer to sell, a solicitation of an offer to buy, or a sale of any securities.

The undersigned certifies that the undersigned is an "accredited investor" as defined in Rule 501(a) of Regulation D promulgated under the Securities Act, because the undersigned is (please check and initial by the appropriate box):

- A bank as defined in Section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity;

- A broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”);
- An investment adviser registered pursuant to Section 203 of the Investment Advisers Act of 1940 (the “Investment Advisers Act”) or registered pursuant to the laws of a state;
- An investment adviser relying on the exemption from registering with the Commission under section 203(l) or (m) of the Investment Advisers Act;
- An insurance company as defined in Section 2(a)(13) of the Securities Act;
- An investment company registered under the Investment Company Act of 1940 (the “Investment Company Act”) or a business development company as defined in Section 2(a)(48) of that Act;
- A Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958;
- A Rural Business Investment Company as defined in section 384A of the Consolidated Farm and Rural Development Act;
- A plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000 USD;
- An employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of ERISA, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 USD or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;
- A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act;
- An organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership or limited liability company, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000 USD;
- A director or executive officer of the Company;

- A natural person whose individual net worth, or joint net worth with that person's spouse or spousal equivalent¹, at the time of his or her purchase exceeds \$1,000,000 USD²;
- A natural person who had an individual income in excess of \$200,000 USD in each of the two most recent calendar years (2019 and 2020) or joint income with that person's spouse or spousal equivalent in excess of \$300,000 USD in each of those years and has a reasonable expectation of reaching the same income level in the current calendar year (2021);
- A trust, with total assets in excess of \$5,000,000 USD, not formed for the specific purpose of acquiring the securities offered whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D promulgated under the Securities Act;
- An entity in which all of the equity owners are accredited investors;
- An entity, of a type not listed above, not formed for the specific purpose of acquiring the securities offered, owning investments³ in excess of \$5,000,000 USD;
- A natural person holding in good standing one or more professional certifications or designations or credentials from an accredited educational institution that the

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

² For the purposes of calculating net worth under section: (A) the person's primary residence shall not be included as an asset; (B) indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and (C) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability. For the purposes of calculating joint net worth in this section, "joint net worth" can be the aggregate net worth of the investor and spouse or spousal equivalent; assets need not be held jointly to be included in the calculation. Reliance on the joint net worth standard of this section does not require that the securities be purchased jointly.

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

Securities and Exchange Commission (the "Commission") has designated as qualifying an individual for accredited investor status⁴;

- A natural person who is a "knowledgeable employee," as defined in rule 3c-5(a)(4) under the Investment Company Act, of the Company where the Company would be an investment company, as defined in Section 3 of such Act, but for the exclusion provided by either Section 3(c)(1) or Section 3(c)(7) of such Act;
- A "family office," as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act: (i) With assets under management in excess of \$5,000,000, (ii) that is not formed for the specific purpose of acquiring the securities offered, and (iii) whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment; or
- A "family client," as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act, of a family office meeting the requirements of the above paragraph and whose prospective investment in the issuer is directed by such family office pursuant to clause (iii) of the above paragraph.

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

Name of Investor or Entity:

Nomis Bay Ltd

Signature: _____

By: Peter Poole

Its: Director

State or Country of Primary Residence: BVI

Address: Wessex House, 3rd Floor, 45 Reid Street, Hamilton, Bermuda, HM12

E-mail _____

⁴ The professional certifications or designations or credentials currently recognized by the Commission as satisfying the above criteria will be posted on the Commission's website.

**Annex to Investor Questionnaire
Supporting Documentation**

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

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

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

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

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

(1) A registered broker-dealer;

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

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

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

Exhibit E

Subscription Form for 1145 Rights Offering and Accredited Investor Rights Offering

(BPY Limited)

GARRETT MOTION INC., ET AL.

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

(FOR EXISTING COMMON STOCK HELD THROUGH NOMINEES)

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS INCLUDED OR SPECIFICALLY REFERENCED IN THE MATERIALS MAILED WITH THESE INSTRUCTIONS AND THE ATTACHED SUBSCRIPTION FORM.

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

SUBSCRIPTION EXPIRATION DEADLINE

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

Please note that your Subscription Form (with a completed IRS Form W-9 or appropriate IRS Form W-8, as applicable, and, if you are exercising Accredited Investor Subscription Rights pursuant to the Accredited Investor Rights Offering, accompanying supporting documentation substantiating that you are an “accredited investor” within the meaning of Rule 501 under Regulation D of the Securities Act and a completed Investor Questionnaire) must be returned to your Nominee in sufficient time for your instructions to be processed and delivered by your Nominee so that the duly completed Subscription Form (with a completed IRS Form W-9 or appropriate IRS Form W-8, as applicable, and, if you are exercising Accredited Investor Subscription Rights pursuant to the Accredited Investor Rights Offering, accompanying supporting documentation substantiating that you are an “accredited investor” within the meaning of Rule 501 under Regulation D of the Securities Act and a completed Investor Questionnaire) are received by KCC LLC (the “Subscription Agent”), along with a wire transfer of your Purchase Price (but only if you are not an Equity Backstop Party, Honeywell, Centerbridge or Oaktree) to the Subscription Agent, at or prior to the Subscription Expiration Deadline. Otherwise, the subscription represented by your Subscription Form will not be recognized, and you will be deemed forever to have relinquished and waived your right to participate in the 1145 Rights Offering and/or the Accredited Investor Rights Offering, as applicable.

Eligible Holders who are not Equity Backstop Parties, Honeywell, Centerbridge or Oaktree should coordinate payment of the Purchase Price through their Nominees so that payment of the Purchase Price is received by the Subscription Agent by the Subscription Expiration Deadline.

Eligible Holders who are Equity Backstop Parties, Honeywell, Centerbridge or Oaktree must return the Subscription Form (which shall contain the appropriate Equity Backstop Party identification in Item 5) to their Nominee for delivery to the Subscription Agent so that

the Subscription Agent will receive confirmation that payment does not have to be made prior to the Subscription Expiration Deadline. Eligible Holders that are Equity Backstop Parties, Honeywell, Centerbridge or Oaktree must coordinate with the Nominees to deliver the appropriate funding to the Funding Account (as defined in the Equity Backstop Commitment Agreement) by the Funding Date (as defined in the Equity Backstop Commitment Agreement) in accordance with the Equity Backstop Commitment Agreement or the Plan Support Agreement, as applicable.

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

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

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

The 1145 Offered Shares are being distributed and issued by New GMI pursuant to the 1145 Rights Offering without registration under the Securities Act in reliance generally upon the exemption from registration provided by section 1145 of the Bankruptcy Code. None of the 1145 Subscription Rights to subscribe for the 1145 Offered Shares in the 1145 Rights Offering or the 1145 Offered Shares purchased in connection with the exercise of such 1145 Subscription Rights distributed pursuant to the 1145 Rights Offering Procedures have been or will be registered under the Securities Act at the Subscription Expiration Deadline, nor under any national, state or local law requiring registration for offer and sale of a security.

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

and will receive “restricted securities” (as defined under Rule 144 promulgated under the Securities Act).

Please consult the Plan, the Disclosure Statement, the 1145 Rights Offering Procedures and, if applicable, the Accredited Investor Offering Procedures for additional information with respect to this Subscription Form. Any terms capitalized but not defined herein shall have the meaning as set forth in the Plan, the 1145 Rights Offering Procedures or the Accredited Investor Rights Offering Procedures.

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

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

If you have any questions, you are encouraged to please contact the Subscription Agent prior to the Subscription Expiration Deadline via email at GarrettRO@kccllc.com (with a reference to “Garrett Motion Inc.” in the subject line), or at the following applicable phone number: (866) 812-2297 (US toll-free) or 781-575-4050 (US local toll).

SUBJECT TO THE TERMS AND CONDITIONS OF THE 1145 RIGHTS OFFERING PROCEDURES AND ACCREDITED INVESTOR RIGHTS OFFERING PROCEDURES (AND THE EQUITY BACKSTOP COMMITMENT AGREEMENT IN THE CASE OF ANY EQUITY BACKSTOP PARTY AND THE PLAN SUPPORT AGREEMENT IN THE CASE OF HONEYWELL, CENTERBRIDGE OR OAKTREE), ALL SUBSCRIPTIONS SET FORTH IN THIS SUBSCRIPTION FORM ARE IRREVOCABLE.

Rights Offering Instructions

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

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

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

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

7. **Read, complete and sign** the certification in Item 7 of your Subscription Form. Such execution shall indicate your acceptance and approval of the terms and conditions set forth in the 1145 Rights Offering Procedures and, if applicable, the Accredited Investor Offering Procedures.
8. **Complete** Item 8 of your Subscription Form.
9. **Provide registration information** in Item 9 to indicate the beneficial owner's name and address as you would like it to be reflected in New GMI's books and records for registration of the Offered Shares.
10. **Read, complete and sign** an IRS Form W-9 if you are a U.S. person. If you are a non-U.S. person, read, complete and sign an appropriate IRS Form W-8. These forms may be obtained from the IRS at its website: www.irs.gov.
11. If you are an Accredited Investor Eligible Holder subscribing for Accredited Investor Offered Shares:
 - a. **Read, complete and sign** the Investor Questionnaire attached as Exhibit A to the Subscription Form.
 - b. **Provide** the documentation contemplated by the Investor Questionnaire to substantiate that you are an "accredited investor" within the meaning of Rule 501 of the Securities Act.
12. **Return** your signed Subscription Form (with accompanying Investor Questionnaire and IRS Form W-9 or appropriate IRS Form W-8, as applicable) to your Nominee (or otherwise follow the instructions of your Nominee) in sufficient time for your instructions to be processed and delivered by your Nominee so that the duly completed Subscription Form and Investor Questionnaire, IRS Form W-9 or W-8, as applicable, and accompanying supporting documentation are received by the Subscription Agent on or before the Subscription Expiration Deadline.
14. **Coordinate with your Nominee to arrange for full payment** of the aggregate Purchase Price by wire transfer of immediately available funds, calculated in accordance with Item 4 of your Subscription Form.

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

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

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

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

If you have any questions, you are encouraged to please contact the Subscription Agent prior to the Subscription Expiration Deadline via email at GarrettRO@kccllc.com (with a reference to “Garrett Motion Inc.” in the subject line), or at the following applicable phone number: (866) 812-2297 (US toll-free) or 781-575-4050 (US local toll).

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

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

***Exercise of Subscription Rights.* In order to participate in the 1145 Rights Offering and the Accredited Investor Rights Offering, you must leave sufficient time for your Subscription Form to reach your Nominee and be processed and delivered to the Subscription Agent by the Subscription Expiration Deadline. If the Subscription Agent does not receive a duly completed Subscription Form with respect to the exercise of your Accredited Investor Subscription Rights, you will be deemed forever to have relinquished and waived your right to participate in the Accredited Investor Rights Offering.**

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

To subscribe, complete Items 1 through 9 below.

Item 1. Number of shares of Existing Common Stock.

The undersigned, or the beneficial owner on whose behalf the undersigned is executing this form, is a beneficial owner of the following number of shares of Existing Common Stock:

Number of shares of Existing Common Stock held as of the Record Date:

210,151

Item 2. 1145 Subscription Rights - Number of 1145 Offered Shares Subscribed For. The undersigned hereby elects to purchase a number of 1145 Offered Shares equal to 210,151. This number must be a whole number which is **less than or equal to the number of shares of Existing Common Stock held as of the Record Date** from Item 1 above).

Item 3. Accredited Investor Subscription Rights.

Important Note:

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

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

210,151	X	0.448951	=	94,347
(Insert total number of shares of Existing Common Stock from 1 above)				(Pro Rata Accredited Investor Offered Share Number) (Round down to the nearest whole share)

3b. Number of Accredited Investor Offered Shares Subscribed For. The undersigned hereby elects to purchase a number of Accredited Investor Offered Shares equal to 94,347. This number must be a whole number which is **less than or equal to the Pro Rata Accredited Investor Offered Share Number** from Item 3a above).

Item 4. Purchase Price.

4a. Calculation of Total Number of Offered Shares.

210,151	+	94,347	=	304,498
(Number of 1145 Offered Shares from Item 2 above)		(Number of Accredited Investor Offered Shares from Item 3b above)		Total Number of Offered Shares

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

304,498	X	\$5.25	=	\$1,598,614.50
(Sum Item 4a above)				Purchase Price

Item 5. Equity Backstop Party Representation.

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

- I am an Equity Backstop Party identified in the Equity Backstop Commitment Agreement.
- I am Honeywell, Centerbridge or Oaktree.

Item 6. Payment Instructions and Share Delivery Information.

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

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

Please note that the failure to include the claimant name or form number in the reference field of any domestic or international wire payment may result in the rejection of the corresponding submission. In addition, please also note that payments cannot be aggregated, and one wire should be sent per Subscription Form submission.

PLEASE NOTE: NO RIGHTS OFFERING SUBMISSION WILL BE VALID UNLESS THIS SUBSCRIPTION FORM IS VALIDLY SUBMITTED ALONG WITH THE PURCHASE PRICE (SOLELY WITH RESPECT TO ELIGIBLE HOLDERS THAT ARE NOT EQUITY BACKSTOP PARTIES) TO THE SUBSCRIPTION AGENT ON OR PRIOR TO THE SUBSCRIPTION EXPIRATION DEADLINE.

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

If you have any questions, you are encouraged to please contact the Subscription Agent prior to the Subscription Expiration Deadline via email at GarrettRO@kccllc.com (with a reference to “Garrett Motion Inc.” in the subject line), or at the following applicable phone number: (866) 812-2297 (US toll-free) or 781-575-4050 (US local toll).

Item 7. Certification.

The undersigned hereby certifies that (i) the undersigned is the beneficial owner of the shares of Existing Common Stock indicated in Item 1a above, or the authorized signatory (the “Authorized Signatory”) of such beneficial owner acting on behalf of the beneficial owner, (ii) the undersigned, or such beneficial owner, agrees to be bound by all the terms and conditions as set forth in this Subscription Form (including the Rights Offering Instructions included herein), (iii) the undersigned, or such beneficial owner, has received a copy of the Plan, the Disclosure Statement, the 1145 Rights Offering Procedures and the Accredited Investor Rights Offering Procedures, (iv)

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

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

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

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

Date: 2021-04-12

Name of Holder: BPY Limited

U.S. Federal Tax EIN/SSN: _____

If non-U.S. person, check here and attach appropriate IRS Form W- 8

If U.S. person, check here and attach IRS Form W-9

Signature: _____

Name of Signatory: Peter Poole

Title: Director

Telephone Number: [REDACTED]

Email: [REDACTED]

Item 8. Registration Information.

Notwithstanding that you hold your shares of Existing Common Stock through a Nominee, any Accredited Investor Offered Shares that you receive (and, if you are an Equity Backstop Party, any Unsubscribed Shares of 1145 Offered Shares that you receive pursuant to the Equity Backstop Commitment Agreement) must be held in a restricted book-entry account maintained with New GMI's registrar and transfer agent. Accordingly, please indicate on the lines provided below the registration name of the person receiving the 1145 Offered Shares and Accredited Investor Offered Shares, as applicable, in whose name the 1145 Offered Shares and/or Accredited Investor Offered Shares, as applicable, should be issued, as well as such person's name and address as you would like it to be reflected in the books and records of the registrar and transfer agent for registration of the applicable Offered Shares. It is strongly recommended that the below information be typed to ensure that it is legible):

Account Name (*Maximum 35 Characters*):
BPY Limited

Name (continued) (*Maximum 35 Characters*): _____

Attention (*Maximum 35 Characters*) Joshua Fentiman

Address Line 1 (*Maximum 35 Characters*)
Wessex House, 3rd Floor, 45 Reid Street, Hamilton, Bermuda, HM12

Address Line 2 (*Maximum 35 Characters*): _____

City: Hamilton State: _____ Zip: HM12

FOREIGN Country Name: Bermuda

US Tax ID/EIN: [REDACTED] _____ OR Check here if non-US (no TIN)

Once completed, you must return this Subscription Form, the accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, and, if you are exercising Accredited Investor Subscription Rights, the Investor Questionnaire and supporting documentation to substantiate that you are an "accredited investor" as defined by Rule 501 of the Securities Act, only to your Nominee.

Exhibit A

Investor Questionnaire

The information to be provided in this questionnaire (the “Questionnaire”) by the undersigned is relevant to the availability of an exemption from registration under U.S. federal and securities laws in connection with the Accredited Investor Rights Offering for Convertible Series A Preferred Stock (the “Offered Shares”) of Garrett Motion Inc. (the “Company”). Unless the context otherwise requires, capitalized terms used but not defined herein have the respective meanings assigned to them in *Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [D.I. 1018] (as may be amended, modified or supplemented in accordance with the terms thereof, the “Plan”) or the Accredited Investor Rights Offering Procedures.

The Company will rely upon the accuracy and completeness of the information provided in this Questionnaire in establishing that the issuance of the Offered Shares is exempt from the registration requirements of the Securities Act of 1933, as amended (the “Securities Act”).

This Questionnaire must be completed, signed and returned to the Company by each Accredited Investor Eligible Holder intending to exercise Accredited Investor Subscription Rights (each, an “Investor” and collectively, the “Investors”), prior to or at the Subscription Expiration Deadline.

Accordingly, the undersigned is obligated to read this Questionnaire carefully and answer the items contained herein completely and accurately.

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

The undersigned agrees that, if necessary, this Questionnaire may be presented to such parties as the Company deems appropriate to establish the availability, under the Securities Act or applicable state securities law, of exemption from registration in connection with the Accredited Investor Rights Offering for Offered Shares.

This Questionnaire is merely a request for information and is not an offer to sell, a solicitation of an offer to buy, or a sale of any securities.

The undersigned certifies that the undersigned is an “accredited investor” as defined in Rule 501(a) of Regulation D promulgated under the Securities Act, because the undersigned is (please check and initial by the appropriate box):

- A bank as defined in Section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity;

- A broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”);
- An investment adviser registered pursuant to Section 203 of the Investment Advisers Act of 1940 (the “Investment Advisers Act”) or registered pursuant to the laws of a state;
- An investment adviser relying on the exemption from registering with the Commission under section 203(l) or (m) of the Investment Advisers Act;
- An insurance company as defined in Section 2(a)(13) of the Securities Act;
- An investment company registered under the Investment Company Act of 1940 (the “Investment Company Act”) or a business development company as defined in Section 2(a)(48) of that Act;
- A Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958;
- A Rural Business Investment Company as defined in section 384A of the Consolidated Farm and Rural Development Act;
- A plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000 USD;
- An employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of ERISA, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 USD or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;
- A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act;
- An organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership or limited liability company, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000 USD;
- A director or executive officer of the Company;

- A natural person whose individual net worth, or joint net worth with that person's spouse or spousal equivalent¹, at the time of his or her purchase exceeds \$1,000,000 USD²;
- A natural person who had an individual income in excess of \$200,000 USD in each of the two most recent calendar years (2019 and 2020) or joint income with that person's spouse or spousal equivalent in excess of \$300,000 USD in each of those years and has a reasonable expectation of reaching the same income level in the current calendar year (2021);
- A trust, with total assets in excess of \$5,000,000 USD, not formed for the specific purpose of acquiring the securities offered whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D promulgated under the Securities Act;
- An entity in which all of the equity owners are accredited investors;
- An entity, of a type not listed above, not formed for the specific purpose of acquiring the securities offered, owning investments³ in excess of \$5,000,000 USD;
- A natural person holding in good standing one or more professional certifications or designations or credentials from an accredited educational institution that the

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

² For the purposes of calculating net worth under section: (A) the person's primary residence shall not be included as an asset; (B) indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and (C) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability. For the purposes of calculating joint net worth in this section, "joint net worth" can be the aggregate net worth of the investor and spouse or spousal equivalent; assets need not be held jointly to be included in the calculation. Reliance on the joint net worth standard of this section does not require that the securities be purchased jointly.

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

Securities and Exchange Commission (the "Commission") has designated as qualifying an individual for accredited investor status⁴;

- A natural person who is a "knowledgeable employee," as defined in rule 3c-5(a)(4) under the Investment Company Act, of the Company where the Company would be an investment company, as defined in Section 3 of such Act, but for the exclusion provided by either Section 3(c)(1) or Section 3(c)(7) of such Act;
- A "family office," as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act: (i) With assets under management in excess of \$5,000,000, (ii) that is not formed for the specific purpose of acquiring the securities offered, and (iii) whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment; or
- A "family client," as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act, of a family office meeting the requirements of the above paragraph and whose prospective investment in the issuer is directed by such family office pursuant to clause (iii) of the above paragraph.

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

Name of Investor or Entity:

BPY Limited

Signature: _____

By: Peter Poole

Its: Director

State or Country of Primary Residence: BVI

Address: Wessex House, 3rd Floor, 45 Reid Street, Hamilton, Bermuda, HM12

E-mail _____

⁴ The professional certifications or designations or credentials currently recognized by the Commission as satisfying the above criteria will be posted on the Commission's website.

**Annex to Investor Questionnaire
Supporting Documentation**

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

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

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

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

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

(1) A registered broker-dealer;

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

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

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

Exhibit F

Boothbay Diversified Alpha Master Fund LP Subscription Form;

Boothbay Absolute Return Strategies, LP Subscription Form

GARRETT MOTION INC., ET AL.

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

(FOR EXISTING COMMON STOCK HELD THROUGH NOMINEES)

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS INCLUDED OR SPECIFICALLY REFERENCED IN THE MATERIALS MAILED WITH THESE INSTRUCTIONS AND THE ATTACHED SUBSCRIPTION FORM.

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

SUBSCRIPTION EXPIRATION DEADLINE

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

Please note that your Subscription Form (with a completed IRS Form W-9 or appropriate IRS Form W-8, as applicable, and, if you are exercising Accredited Investor Subscription Rights pursuant to the Accredited Investor Rights Offering, accompanying supporting documentation substantiating that you are an “accredited investor” within the meaning of Rule 501 under Regulation D of the Securities Act and a completed Investor Questionnaire) must be returned to your Nominee in sufficient time for your instructions to be processed and delivered by your Nominee so that the duly completed Subscription Form (with a completed IRS Form W-9 or appropriate IRS Form W-8, as applicable, and, if you are exercising Accredited Investor Subscription Rights pursuant to the Accredited Investor Rights Offering, accompanying supporting documentation substantiating that you are an “accredited investor” within the meaning of Rule 501 under Regulation D of the Securities Act and a completed Investor Questionnaire) are received by KCC LLC (the “Subscription Agent”), along with a wire transfer of your Purchase Price (but only if you are not an Equity Backstop Party, Honeywell, Centerbridge or Oaktree) to the Subscription Agent, at or prior to the Subscription Expiration Deadline. Otherwise, the subscription represented by your Subscription Form will not be recognized, and you will be deemed forever to have relinquished and waived your right to participate in the 1145 Rights Offering and/or the Accredited Investor Rights Offering, as applicable.

Eligible Holders who are not Equity Backstop Parties, Honeywell, Centerbridge or Oaktree should coordinate payment of the Purchase Price through their Nominees so that payment of the Purchase Price is received by the Subscription Agent by the Subscription Expiration Deadline.

Eligible Holders who are Equity Backstop Parties, Honeywell, Centerbridge or Oaktree must return the Subscription Form (which shall contain the appropriate Equity Backstop Party identification in Item 5) to their Nominee for delivery to the Subscription Agent so that

the Subscription Agent will receive confirmation that payment does not have to be made prior to the Subscription Expiration Deadline. Eligible Holders that are Equity Backstop Parties, Honeywell, Centerbridge or Oaktree must coordinate with the Nominees to deliver the appropriate funding to the Funding Account (as defined in the Equity Backstop Commitment Agreement) by the Funding Date (as defined in the Equity Backstop Commitment Agreement) in accordance with the Equity Backstop Commitment Agreement or the Plan Support Agreement, as applicable.

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

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

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

The 1145 Offered Shares are being distributed and issued by New GMI pursuant to the 1145 Rights Offering without registration under the Securities Act in reliance generally upon the exemption from registration provided by section 1145 of the Bankruptcy Code. None of the 1145 Subscription Rights to subscribe for the 1145 Offered Shares in the 1145 Rights Offering or the 1145 Offered Shares purchased in connection with the exercise of such 1145 Subscription Rights distributed pursuant to the 1145 Rights Offering Procedures have been or will be registered under the Securities Act at the Subscription Expiration Deadline, nor under any national, state or local law requiring registration for offer and sale of a security.

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

and will receive “restricted securities” (as defined under Rule 144 promulgated under the Securities Act).

Please consult the Plan, the Disclosure Statement, the 1145 Rights Offering Procedures and, if applicable, the Accredited Investor Offering Procedures for additional information with respect to this Subscription Form. Any terms capitalized but not defined herein shall have the meaning as set forth in the Plan, the 1145 Rights Offering Procedures or the Accredited Investor Rights Offering Procedures.

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

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

If you have any questions, you are encouraged to please contact the Subscription Agent prior to the Subscription Expiration Deadline via email at GarrettRO@kccllc.com (with a reference to “Garrett Motion Inc.” in the subject line), or at the following applicable phone number: (866) 812-2297 (US toll-free) or 781-575-4050 (US local toll).

SUBJECT TO THE TERMS AND CONDITIONS OF THE 1145 RIGHTS OFFERING PROCEDURES AND ACCREDITED INVESTOR RIGHTS OFFERING PROCEDURES (AND THE EQUITY BACKSTOP COMMITMENT AGREEMENT IN THE CASE OF ANY EQUITY BACKSTOP PARTY AND THE PLAN SUPPORT AGREEMENT IN THE CASE OF HONEYWELL, CENTERBRIDGE OR OAKTREE), ALL SUBSCRIPTIONS SET FORTH IN THIS SUBSCRIPTION FORM ARE IRREVOCABLE.

Rights Offering Instructions

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

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

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

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

7. **Read, complete and sign** the certification in Item 7 of your Subscription Form. Such execution shall indicate your acceptance and approval of the terms and conditions set forth in the 1145 Rights Offering Procedures and, if applicable, the Accredited Investor Offering Procedures.
8. **Complete** Item 8 of your Subscription Form.
9. **Provide registration information** in Item 9 to indicate the beneficial owner's name and address as you would like it to be reflected in New GMI's books and records for registration of the Offered Shares.
10. **Read, complete and sign** an IRS Form W-9 if you are a U.S. person. If you are a non-U.S. person, read, complete and sign an appropriate IRS Form W-8. These forms may be obtained from the IRS at its website: www.irs.gov.
11. If you are an Accredited Investor Eligible Holder subscribing for Accredited Investor Offered Shares:
 - a. **Read, complete and sign** the Investor Questionnaire attached as Exhibit A to the Subscription Form.
 - b. **Provide** the documentation contemplated by the Investor Questionnaire to substantiate that you are an "accredited investor" within the meaning of Rule 501 of the Securities Act.
12. **Return** your signed Subscription Form (with accompanying Investor Questionnaire and IRS Form W-9 or appropriate IRS Form W-8, as applicable) to your Nominee (or otherwise follow the instructions of your Nominee) in sufficient time for your instructions to be processed and delivered by your Nominee so that the duly completed Subscription Form and Investor Questionnaire, IRS Form W-9 or W-8, as applicable, and accompanying supporting documentation are received by the Subscription Agent on or before the Subscription Expiration Deadline.
14. **Coordinate with your Nominee to arrange for full payment** of the aggregate Purchase Price by wire transfer of immediately available funds, calculated in accordance with Item 4 of your Subscription Form.

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

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

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

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

If you have any questions, you are encouraged to please contact the Subscription Agent prior to the Subscription Expiration Deadline via email at GarrettRO@kccllc.com (with a reference to “Garrett Motion Inc.” in the subject line), or at the following applicable phone number: (866) 812-2297 (US toll-free) or 781-575-4050 (US local toll).

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

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

***Exercise of Subscription Rights.* In order to participate in the 1145 Rights Offering and the Accredited Investor Rights Offering, you must leave sufficient time for your Subscription Form to reach your Nominee and be processed and delivered to the Subscription Agent by the Subscription Expiration Deadline. If the Subscription Agent does not receive a duly completed Subscription Form with respect to the exercise of your Accredited Investor Subscription Rights, you will be deemed forever to have relinquished and waived your right to participate in the Accredited Investor Rights Offering.**

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

To subscribe, complete Items 1 through 9 below.

Item 1. Number of shares of Existing Common Stock.

The undersigned, or the beneficial owner on whose behalf the undersigned is executing this form, is a beneficial owner of the following number of shares of Existing Common Stock:

Number of shares of Existing Common Stock held as of the Record Date:

150,754

Item 2. 1145 Subscription Rights - Number of 1145 Offered Shares Subscribed For. The undersigned hereby elects to purchase a number of 1145 Offered Shares equal to 150,754. This number must be a whole number which is **less than or equal to the number of shares of Existing Common Stock held as of the Record Date** from Item 1 above).

Item 3. Accredited Investor Subscription Rights.

Important Note:

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

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

150,754	X	0.448951	=	67,681
(Insert total number of shares of Existing Common Stock from 1 above)				(Pro Rata Accredited Investor Offered Share Number) (Round down to the nearest whole share)

3b. Number of Accredited Investor Offered Shares Subscribed For. The undersigned hereby elects to purchase a number of Accredited Investor Offered Shares equal to 67,681. This number must be a whole number which is **less than or equal to the Pro Rata Accredited Investor Offered Share Number** from Item 3a above).

Item 4. Purchase Price.

4a. Calculation of Total Number of Offered Shares.

150,754	+	67,681	=	218,435
(Number of 1145 Offered Shares from Item 2 above)		(Number of Accredited Investor Offered Shares from Item 3b above)		Total Number of Offered Shares

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

218,435	X	\$5.25	=	\$1,146,783.75
(Sum Item 4a above)				Purchase Price

Item 5. Equity Backstop Party Representation.

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

- I am an Equity Backstop Party identified in the Equity Backstop Commitment Agreement.
- I am Honeywell, Centerbridge or Oaktree.

Item 6. Payment Instructions and Share Delivery Information.

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

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

Please note that the failure to include the claimant name or form number in the reference field of any domestic or international wire payment may result in the rejection of the corresponding submission. In addition, please also note that payments cannot be aggregated, and one wire should be sent per Subscription Form submission.

PLEASE NOTE: NO RIGHTS OFFERING SUBMISSION WILL BE VALID UNLESS THIS SUBSCRIPTION FORM IS VALIDLY SUBMITTED ALONG WITH THE PURCHASE PRICE (SOLELY WITH RESPECT TO ELIGIBLE HOLDERS THAT ARE NOT EQUITY BACKSTOP PARTIES) TO THE SUBSCRIPTION AGENT ON OR PRIOR TO THE SUBSCRIPTION EXPIRATION DEADLINE.

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

If you have any questions, you are encouraged to please contact the Subscription Agent prior to the Subscription Expiration Deadline via email at GarrettRO@kccllc.com (with a reference to “Garrett Motion Inc.” in the subject line), or at the following applicable phone number: (866) 812-2297 (US toll-free) or 781-575-4050 (US local toll).

Item 7. Certification.

The undersigned hereby certifies that (i) the undersigned is the beneficial owner of the shares of Existing Common Stock indicated in Item 1a above, or the authorized signatory (the “Authorized Signatory”) of such beneficial owner acting on behalf of the beneficial owner, (ii) the undersigned, or such beneficial owner, agrees to be bound by all the terms and conditions as set forth in this Subscription Form (including the Rights Offering Instructions included herein), (iii) the undersigned, or such beneficial owner, has received a copy of the Plan, the Disclosure Statement, the 1145 Rights Offering Procedures and the Accredited Investor Rights Offering Procedures, (iv)

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

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

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

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

Date: April 12, 2021

Name of Holder: Boothbay Diversified Alpha Master Fund LP

U.S. Federal Tax EIN/SSN: ██████████

If non-U.S. person, check here and attach appropriate IRS Form W- 8

If U.S. person, check here and attach IRS Form W-9

Signature: 

Name of Signatory: Daniel Bloom

Title: CFO & CCO

Telephone Number: [REDACTED]

Email: [REDACTED]

Item 8. Registration Information.

Notwithstanding that you hold your shares of Existing Common Stock through a Nominee, any Accredited Investor Offered Shares that you receive (and, if you are an Equity Backstop Party, any Unsubscribed Shares of 1145 Offered Shares that you receive pursuant to the Equity Backstop Commitment Agreement) must be held in a restricted book-entry account maintained with New GMI's registrar and transfer agent. Accordingly, please indicate on the lines provided below the registration name of the person receiving the 1145 Offered Shares and Accredited Investor Offered Shares, as applicable, in whose name the 1145 Offered Shares and/or Accredited Investor Offered Shares, as applicable, should be issued, as well as such person's name and address as you would like it to be reflected in the books and records of the registrar and transfer agent for registration of the applicable Offered Shares. It is strongly recommended that the below information be typed to ensure that it is legible):

Account Name (*Maximum 35 Characters*):
Boothbay Diversified Alpha Master

Name (continued) (*Maximum 35 Characters*): Fund LP

Attention (*Maximum 35 Characters*)

Address Line 1 (*Maximum 35 Characters*)
140 E 45th Street, 14th Floor

Address Line 2 (*Maximum 35 Characters*):

City: New York State: NY Zip: 10017

FOREIGN Country Name: USA

US Tax ID/EIN: [REDACTED] OR Check here if non-US (no TIN)

Once completed, you must return this Subscription Form, the accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, and, if you are exercising Accredited Investor Subscription Rights, the Investor Questionnaire and supporting documentation to substantiate that you are an "accredited investor" as defined by Rule 501 of the Securities Act, only to your Nominee.

Exhibit A

Investor Questionnaire

The information to be provided in this questionnaire (the “Questionnaire”) by the undersigned is relevant to the availability of an exemption from registration under U.S. federal and securities laws in connection with the Accredited Investor Rights Offering for Convertible Series A Preferred Stock (the “Offered Shares”) of Garrett Motion Inc. (the “Company”). Unless the context otherwise requires, capitalized terms used but not defined herein have the respective meanings assigned to them in *Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [D.I. 1018] (as may be amended, modified or supplemented in accordance with the terms thereof, the “Plan”) or the Accredited Investor Rights Offering Procedures.

The Company will rely upon the accuracy and completeness of the information provided in this Questionnaire in establishing that the issuance of the Offered Shares is exempt from the registration requirements of the Securities Act of 1933, as amended (the “Securities Act”).

This Questionnaire must be completed, signed and returned to the Company by each Accredited Investor Eligible Holder intending to exercise Accredited Investor Subscription Rights (each, an “Investor” and collectively, the “Investors”), prior to or at the Subscription Expiration Deadline.

Accordingly, the undersigned is obligated to read this Questionnaire carefully and answer the items contained herein completely and accurately.

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

The undersigned agrees that, if necessary, this Questionnaire may be presented to such parties as the Company deems appropriate to establish the availability, under the Securities Act or applicable state securities law, of exemption from registration in connection with the Accredited Investor Rights Offering for Offered Shares.

This Questionnaire is merely a request for information and is not an offer to sell, a solicitation of an offer to buy, or a sale of any securities.

The undersigned certifies that the undersigned is an “accredited investor” as defined in Rule 501(a) of Regulation D promulgated under the Securities Act, because the undersigned is (please check and initial by the appropriate box):

- A bank as defined in Section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity;

- A broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”);
- An investment adviser registered pursuant to Section 203 of the Investment Advisers Act of 1940 (the “Investment Advisers Act”) or registered pursuant to the laws of a state;
- An investment adviser relying on the exemption from registering with the Commission under section 203(l) or (m) of the Investment Advisers Act;
- An insurance company as defined in Section 2(a)(13) of the Securities Act;
- An investment company registered under the Investment Company Act of 1940 (the “Investment Company Act”) or a business development company as defined in Section 2(a)(48) of that Act;
- A Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958;
- A Rural Business Investment Company as defined in section 384A of the Consolidated Farm and Rural Development Act;
- A plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000 USD;
- An employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of ERISA, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 USD or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;
- A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act;
- An organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership or limited liability company, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000 USD;
- A director or executive officer of the Company;

- A natural person whose individual net worth, or joint net worth with that person's spouse or spousal equivalent¹, at the time of his or her purchase exceeds \$1,000,000 USD²;
- A natural person who had an individual income in excess of \$200,000 USD in each of the two most recent calendar years (2019 and 2020) or joint income with that person's spouse or spousal equivalent in excess of \$300,000 USD in each of those years and has a reasonable expectation of reaching the same income level in the current calendar year (2021);
- A trust, with total assets in excess of \$5,000,000 USD, not formed for the specific purpose of acquiring the securities offered whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D promulgated under the Securities Act;
- An entity in which all of the equity owners are accredited investors;
- An entity, of a type not listed above, not formed for the specific purpose of acquiring the securities offered, owning investments³ in excess of \$5,000,000 USD;
- A natural person holding in good standing one or more professional certifications or designations or credentials from an accredited educational institution that the

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

² For the purposes of calculating net worth under section: (A) the person's primary residence shall not be included as an asset; (B) indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and (C) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability. For the purposes of calculating joint net worth in this section, "joint net worth" can be the aggregate net worth of the investor and spouse or spousal equivalent; assets need not be held jointly to be included in the calculation. Reliance on the joint net worth standard of this section does not require that the securities be purchased jointly.

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

Securities and Exchange Commission (the “Commission”) has designated as qualifying an individual for accredited investor status⁴;

A natural person who is a “knowledgeable employee,” as defined in rule 3c-5(a)(4) under the Investment Company Act, of the Company where the Company would be an investment company, as defined in Section 3 of such Act, but for the exclusion provided by either Section 3(c)(1) or Section 3(c)(7) of such Act;

A “family office,” as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act: (i) With assets under management in excess of \$5,000,000, (ii) that is not formed for the specific purpose of acquiring the securities offered, and (iii) whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment; or

A “family client,” as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act, of a family office meeting the requirements of the above paragraph and whose prospective investment in the issuer is directed by such family office pursuant to clause (iii) of the above paragraph.

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

Name of Investor or Entity:

Boothbay Diversified Alpha Master Fund LP

Signature: 

By: Daniel Bloom

Its: CFO & CCO

State or Country of Primary Residence: New York, USA

Address: 140 E 45th Street, 14th Floor, New York, NY 10017

E-mail 

⁴ The professional certifications or designations or credentials currently recognized by the Commission as satisfying the above criteria will be posted on the Commission’s website.

**Annex to Investor Questionnaire
Supporting Documentation**

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

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

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

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

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

(1) A registered broker-dealer;

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

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

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



April 13, 2021

Kurtzman Carson Consultants LLC
222 N. Pacific Coast Highway, Suite 300
El Segundo, California 90245

To Whom it May Concern:

Please accept this letter as confirmation that Boothbay Fund Management, LLC is a registered investment advisor with the Securities and Exchange Commission (SEC#: 801-80018), and accordingly, Boothbay Fund Management, LLC has taken the necessary steps within the prior three months to verify that Boothbay Diversified Alpha Master Fund LP (the "Fund") is an accredited investor and has determined that the Fund is an accredited investor.

Sincerely,

Boothbay Fund Management, LLC

By: 

Name: Daniel Bloom

Title: CFO & CCO

Date: April 13th, 2021

GARRETT MOTION INC., ET AL.

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

(FOR EXISTING COMMON STOCK HELD THROUGH NOMINEES)

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS INCLUDED OR SPECIFICALLY REFERENCED IN THE MATERIALS MAILED WITH THESE INSTRUCTIONS AND THE ATTACHED SUBSCRIPTION FORM.

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

SUBSCRIPTION EXPIRATION DEADLINE

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

Please note that your Subscription Form (with a completed IRS Form W-9 or appropriate IRS Form W-8, as applicable, and, if you are exercising Accredited Investor Subscription Rights pursuant to the Accredited Investor Rights Offering, accompanying supporting documentation substantiating that you are an “accredited investor” within the meaning of Rule 501 under Regulation D of the Securities Act and a completed Investor Questionnaire) must be returned to your Nominee in sufficient time for your instructions to be processed and delivered by your Nominee so that the duly completed Subscription Form (with a completed IRS Form W-9 or appropriate IRS Form W-8, as applicable, and, if you are exercising Accredited Investor Subscription Rights pursuant to the Accredited Investor Rights Offering, accompanying supporting documentation substantiating that you are an “accredited investor” within the meaning of Rule 501 under Regulation D of the Securities Act and a completed Investor Questionnaire) are received by KCC LLC (the “Subscription Agent”), along with a wire transfer of your Purchase Price (but only if you are not an Equity Backstop Party, Honeywell, Centerbridge or Oaktree) to the Subscription Agent, at or prior to the Subscription Expiration Deadline. Otherwise, the subscription represented by your Subscription Form will not be recognized, and you will be deemed forever to have relinquished and waived your right to participate in the 1145 Rights Offering and/or the Accredited Investor Rights Offering, as applicable.

Eligible Holders who are not Equity Backstop Parties, Honeywell, Centerbridge or Oaktree should coordinate payment of the Purchase Price through their Nominees so that payment of the Purchase Price is received by the Subscription Agent by the Subscription Expiration Deadline.

Eligible Holders who are Equity Backstop Parties, Honeywell, Centerbridge or Oaktree must return the Subscription Form (which shall contain the appropriate Equity Backstop Party identification in Item 5) to their Nominee for delivery to the Subscription Agent so that

the Subscription Agent will receive confirmation that payment does not have to be made prior to the Subscription Expiration Deadline. Eligible Holders that are Equity Backstop Parties, Honeywell, Centerbridge or Oaktree must coordinate with the Nominees to deliver the appropriate funding to the Funding Account (as defined in the Equity Backstop Commitment Agreement) by the Funding Date (as defined in the Equity Backstop Commitment Agreement) in accordance with the Equity Backstop Commitment Agreement or the Plan Support Agreement, as applicable.

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

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

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

The 1145 Offered Shares are being distributed and issued by New GMI pursuant to the 1145 Rights Offering without registration under the Securities Act in reliance generally upon the exemption from registration provided by section 1145 of the Bankruptcy Code. None of the 1145 Subscription Rights to subscribe for the 1145 Offered Shares in the 1145 Rights Offering or the 1145 Offered Shares purchased in connection with the exercise of such 1145 Subscription Rights distributed pursuant to the 1145 Rights Offering Procedures have been or will be registered under the Securities Act at the Subscription Expiration Deadline, nor under any national, state or local law requiring registration for offer and sale of a security.

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

and will receive “restricted securities” (as defined under Rule 144 promulgated under the Securities Act).

Please consult the Plan, the Disclosure Statement, the 1145 Rights Offering Procedures and, if applicable, the Accredited Investor Offering Procedures for additional information with respect to this Subscription Form. Any terms capitalized but not defined herein shall have the meaning as set forth in the Plan, the 1145 Rights Offering Procedures or the Accredited Investor Rights Offering Procedures.

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

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

If you have any questions, you are encouraged to please contact the Subscription Agent prior to the Subscription Expiration Deadline via email at GarrettRO@kccllc.com (with a reference to “Garrett Motion Inc.” in the subject line), or at the following applicable phone number: (866) 812-2297 (US toll-free) or 781-575-4050 (US local toll).

SUBJECT TO THE TERMS AND CONDITIONS OF THE 1145 RIGHTS OFFERING PROCEDURES AND ACCREDITED INVESTOR RIGHTS OFFERING PROCEDURES (AND THE EQUITY BACKSTOP COMMITMENT AGREEMENT IN THE CASE OF ANY EQUITY BACKSTOP PARTY AND THE PLAN SUPPORT AGREEMENT IN THE CASE OF HONEYWELL, CENTERBRIDGE OR OAKTREE), ALL SUBSCRIPTIONS SET FORTH IN THIS SUBSCRIPTION FORM ARE IRREVOCABLE.

Rights Offering Instructions

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

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

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

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

7. **Read, complete and sign** the certification in Item 7 of your Subscription Form. Such execution shall indicate your acceptance and approval of the terms and conditions set forth in the 1145 Rights Offering Procedures and, if applicable, the Accredited Investor Offering Procedures.
8. **Complete** Item 8 of your Subscription Form.
9. **Provide registration information** in Item 9 to indicate the beneficial owner's name and address as you would like it to be reflected in New GMI's books and records for registration of the Offered Shares.
10. **Read, complete and sign** an IRS Form W-9 if you are a U.S. person. If you are a non-U.S. person, read, complete and sign an appropriate IRS Form W-8. These forms may be obtained from the IRS at its website: www.irs.gov.
11. If you are an Accredited Investor Eligible Holder subscribing for Accredited Investor Offered Shares:
 - a. **Read, complete and sign** the Investor Questionnaire attached as Exhibit A to the Subscription Form.
 - b. **Provide** the documentation contemplated by the Investor Questionnaire to substantiate that you are an "accredited investor" within the meaning of Rule 501 of the Securities Act.
12. **Return** your signed Subscription Form (with accompanying Investor Questionnaire and IRS Form W-9 or appropriate IRS Form W-8, as applicable) to your Nominee (or otherwise follow the instructions of your Nominee) in sufficient time for your instructions to be processed and delivered by your Nominee so that the duly completed Subscription Form and Investor Questionnaire, IRS Form W-9 or W-8, as applicable, and accompanying supporting documentation are received by the Subscription Agent on or before the Subscription Expiration Deadline.
14. **Coordinate with your Nominee to arrange for full payment** of the aggregate Purchase Price by wire transfer of immediately available funds, calculated in accordance with Item 4 of your Subscription Form.

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

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

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

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

If you have any questions, you are encouraged to please contact the Subscription Agent prior to the Subscription Expiration Deadline via email at GarrettRO@kccllc.com (with a reference to “Garrett Motion Inc.” in the subject line), or at the following applicable phone number: (866) 812-2297 (US toll-free) or 781-575-4050 (US local toll).

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

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

Exercise of Subscription Rights. In order to participate in the 1145 Rights Offering and the Accredited Investor Rights Offering, you must leave sufficient time for your Subscription Form to reach your Nominee and be processed and delivered to the Subscription Agent by the Subscription Expiration Deadline. If the Subscription Agent does not receive a duly completed Subscription Form with respect to the exercise of your Accredited Investor Subscription Rights, you will be deemed forever to have relinquished and waived your right to participate in the Accredited Investor Rights Offering.

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

To subscribe, complete Items 1 through 9 below.

Item 1. Number of shares of Existing Common Stock.

The undersigned, or the beneficial owner on whose behalf the undersigned is executing this form, is a beneficial owner of the following number of shares of Existing Common Stock:

Number of shares of Existing Common Stock held as of the Record Date:

274,624

Item 2. 1145 Subscription Rights - Number of 1145 Offered Shares Subscribed For. The undersigned hereby elects to purchase a number of 1145 Offered Shares equal to 274,624. This number must be a whole number which is **less than or equal to the number of shares of Existing Common Stock held as of the Record Date** from Item 1 above).

Item 3. Accredited Investor Subscription Rights.

Important Note:

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

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

<u>274,624</u>	X	0.448951	=	<u>123,292</u>
(Insert total number of shares of Existing Common Stock from 1 above)				(Pro Rata Accredited Investor Offered Share Number) (Round down to the nearest whole share)

3b. Number of Accredited Investor Offered Shares Subscribed For. The undersigned hereby elects to purchase a number of Accredited Investor Offered Shares equal to 123,292. This number must be a whole number which is **less than or equal to the Pro Rata Accredited Investor Offered Share Number** from Item 3a above).

Item 4. Purchase Price.

4a. Calculation of Total Number of Offered Shares.

<u>274,624</u>	+	<u>123,292</u>	=	<u>397,916</u>
(Number of 1145 Offered Shares from Item 2 above)		(Number of Accredited Investor Offered Shares from Item 3b above)		Total Number of Offered Shares

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

<u>397,916</u>	X	\$5.25	=	<u>\$2,089,059</u>
(Sum Item 4a above)				Purchase Price

Item 5. Equity Backstop Party Representation.

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

- I am an Equity Backstop Party identified in the Equity Backstop Commitment Agreement.
- I am Honeywell, Centerbridge or Oaktree.

Item 6. Payment Instructions and Share Delivery Information.

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

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

Please note that the failure to include the claimant name or form number in the reference field of any domestic or international wire payment may result in the rejection of the corresponding submission. In addition, please also note that payments cannot be aggregated, and one wire should be sent per Subscription Form submission.

PLEASE NOTE: NO RIGHTS OFFERING SUBMISSION WILL BE VALID UNLESS THIS SUBSCRIPTION FORM IS VALIDLY SUBMITTED ALONG WITH THE PURCHASE PRICE (SOLELY WITH RESPECT TO ELIGIBLE HOLDERS THAT ARE NOT EQUITY BACKSTOP PARTIES) TO THE SUBSCRIPTION AGENT ON OR PRIOR TO THE SUBSCRIPTION EXPIRATION DEADLINE.

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

If you have any questions, you are encouraged to please contact the Subscription Agent prior to the Subscription Expiration Deadline via email at GarrettRO@kccllc.com (with a reference to “Garrett Motion Inc.” in the subject line), or at the following applicable phone number: (866) 812-2297 (US toll-free) or 781-575-4050 (US local toll).

Item 7. Certification.

The undersigned hereby certifies that (i) the undersigned is the beneficial owner of the shares of Existing Common Stock indicated in Item 1a above, or the authorized signatory (the “Authorized Signatory”) of such beneficial owner acting on behalf of the beneficial owner, (ii) the undersigned, or such beneficial owner, agrees to be bound by all the terms and conditions as set forth in this Subscription Form (including the Rights Offering Instructions included herein), (iii) the undersigned, or such beneficial owner, has received a copy of the Plan, the Disclosure Statement, the 1145 Rights Offering Procedures and the Accredited Investor Rights Offering Procedures, (iv)

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

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

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

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

Date: April 12, 2021

Name of Holder: Boothbay Absolute Return Strategies, LP

U.S. Federal Tax EIN/SSN: ██████████

If non-U.S. person, check here and attach appropriate IRS Form W- 8

If U.S. person, check here and attach IRS Form W-9

Signature: 

Name of Signatory: Daniel Bloom

Title: CFO & CCO

Telephone Number: _____

Email: _____

Item 8. Registration Information.

Notwithstanding that you hold your shares of Existing Common Stock through a Nominee, any Accredited Investor Offered Shares that you receive (and, if you are an Equity Backstop Party, any Unsubscribed Shares of 1145 Offered Shares that you receive pursuant to the Equity Backstop Commitment Agreement) must be held in a restricted book-entry account maintained with New GMI's registrar and transfer agent. Accordingly, please indicate on the lines provided below the registration name of the person receiving the 1145 Offered Shares and Accredited Investor Offered Shares, as applicable, in whose name the 1145 Offered Shares and/or Accredited Investor Offered Shares, as applicable, should be issued, as well as such person's name and address as you would like it to be reflected in the books and records of the registrar and transfer agent for registration of the applicable Offered Shares. It is strongly recommended that the below information be typed to ensure that it is legible):

Account Name (*Maximum 35 Characters*):

Boothbay Absolute Return Strategies

Name (continued) (*Maximum 35 Characters*): , LP

Attention (*Maximum 35 Characters*)

Address Line 1 (*Maximum 35 Characters*)

140 E 45th Street, 14th Floor

Address Line 2 (*Maximum 35 Characters*):

City: New York

State: NY

Zip: 10017

FOREIGN Country Name: USA

US Tax ID/EIN: _____ OR Check here if non-US (no TIN)

Once completed, you must return this Subscription Form, the accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, and, if you are exercising Accredited Investor Subscription Rights, the Investor Questionnaire and supporting documentation to substantiate that you are an "accredited investor" as defined by Rule 501 of the Securities Act, only to your Nominee.

Exhibit A

Investor Questionnaire

The information to be provided in this questionnaire (the “Questionnaire”) by the undersigned is relevant to the availability of an exemption from registration under U.S. federal and securities laws in connection with the Accredited Investor Rights Offering for Convertible Series A Preferred Stock (the “Offered Shares”) of Garrett Motion Inc. (the “Company”). Unless the context otherwise requires, capitalized terms used but not defined herein have the respective meanings assigned to them in *Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [D.I. 1018] (as may be amended, modified or supplemented in accordance with the terms thereof, the “Plan”) or the Accredited Investor Rights Offering Procedures.

The Company will rely upon the accuracy and completeness of the information provided in this Questionnaire in establishing that the issuance of the Offered Shares is exempt from the registration requirements of the Securities Act of 1933, as amended (the “Securities Act”).

This Questionnaire must be completed, signed and returned to the Company by each Accredited Investor Eligible Holder intending to exercise Accredited Investor Subscription Rights (each, an “Investor” and collectively, the “Investors”), prior to or at the Subscription Expiration Deadline.

Accordingly, the undersigned is obligated to read this Questionnaire carefully and answer the items contained herein completely and accurately.

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

The undersigned agrees that, if necessary, this Questionnaire may be presented to such parties as the Company deems appropriate to establish the availability, under the Securities Act or applicable state securities law, of exemption from registration in connection with the Accredited Investor Rights Offering for Offered Shares.

This Questionnaire is merely a request for information and is not an offer to sell, a solicitation of an offer to buy, or a sale of any securities.

The undersigned certifies that the undersigned is an “accredited investor” as defined in Rule 501(a) of Regulation D promulgated under the Securities Act, because the undersigned is (please check and initial by the appropriate box):

- A bank as defined in Section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity;

- A broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”);
- An investment adviser registered pursuant to Section 203 of the Investment Advisers Act of 1940 (the “Investment Advisers Act”) or registered pursuant to the laws of a state;
- An investment adviser relying on the exemption from registering with the Commission under section 203(l) or (m) of the Investment Advisers Act;
- An insurance company as defined in Section 2(a)(13) of the Securities Act;
- An investment company registered under the Investment Company Act of 1940 (the “Investment Company Act”) or a business development company as defined in Section 2(a)(48) of that Act;
- A Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958;
- A Rural Business Investment Company as defined in section 384A of the Consolidated Farm and Rural Development Act;
- A plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000 USD;
- An employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of ERISA, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 USD or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;
- A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act;
- An organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership or limited liability company, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000 USD;
- A director or executive officer of the Company;

- A natural person whose individual net worth, or joint net worth with that person's spouse or spousal equivalent¹, at the time of his or her purchase exceeds \$1,000,000 USD²;
- A natural person who had an individual income in excess of \$200,000 USD in each of the two most recent calendar years (2019 and 2020) or joint income with that person's spouse or spousal equivalent in excess of \$300,000 USD in each of those years and has a reasonable expectation of reaching the same income level in the current calendar year (2021);
- A trust, with total assets in excess of \$5,000,000 USD, not formed for the specific purpose of acquiring the securities offered whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D promulgated under the Securities Act;
- An entity in which all of the equity owners are accredited investors;
- An entity, of a type not listed above, not formed for the specific purpose of acquiring the securities offered, owning investments³ in excess of \$5,000,000 USD;
- A natural person holding in good standing one or more professional certifications or designations or credentials from an accredited educational institution that the

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

² For the purposes of calculating net worth under section: (A) the person's primary residence shall not be included as an asset; (B) indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and (C) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability. For the purposes of calculating joint net worth in this section, "joint net worth" can be the aggregate net worth of the investor and spouse or spousal equivalent; assets need not be held jointly to be included in the calculation. Reliance on the joint net worth standard of this section does not require that the securities be purchased jointly.

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

Securities and Exchange Commission (the “Commission”) has designated as qualifying an individual for accredited investor status⁴;

A natural person who is a “knowledgeable employee,” as defined in rule 3c-5(a)(4) under the Investment Company Act, of the Company where the Company would be an investment company, as defined in Section 3 of such Act, but for the exclusion provided by either Section 3(c)(1) or Section 3(c)(7) of such Act;

A “family office,” as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act: (i) With assets under management in excess of \$5,000,000, (ii) that is not formed for the specific purpose of acquiring the securities offered, and (iii) whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment; or

A “family client,” as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act, of a family office meeting the requirements of the above paragraph and whose prospective investment in the issuer is directed by such family office pursuant to clause (iii) of the above paragraph.

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

Name of Investor or Entity:

Boothbay Absolute Return Strategies, LP

Signature: 

By: Daniel Bloom

Its: CFO & CCO

State or Country of Primary Residence: New York, USA

Address: 140 E 45th Street, 14th Floor, New York, NY 10017

E-mail 

⁴ The professional certifications or designations or credentials currently recognized by the Commission as satisfying the above criteria will be posted on the Commission’s website.

**Annex to Investor Questionnaire
Supporting Documentation**

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

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

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

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

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

(1) A registered broker-dealer;

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

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

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



April 13, 2021

Kurtzman Carson Consultants LLC
222 N. Pacific Coast Highway, Suite 300
El Segundo, California 90245

To Whom it May Concern:

Please accept this letter as confirmation that Boothbay Fund Management, LLC is a registered investment advisor with the Securities and Exchange Commission (SEC#: 801-80018), and accordingly, Boothbay Fund Management, LLC has taken the necessary steps within the prior three months to verify that Boothbay Absolute Return Strategies, LP (the "Fund") is an accredited investor and has determined that the Fund is an accredited investor.

Sincerely,

Boothbay Fund Management, LLC

By: 

Name: Daniel Bloom

Title: CFO & CCO

Date: April 13th, 2021

Exhibit G

Correspondence



FRANKEL, RUBIN, KLEIN,
PAYNE & PUDLOWSKI, P.C.

231 SOUTH BEMISTON AVENUE, SUITE 1111
ST. LOUIS (CLAYTON), MISSOURI 63105-1914
TELEPHONE: (314) 725-8000
FACSIMILE: (314) 726-5837
WWW.FRANKELRUBIN.COM

ATTORNEYS & COUNSELORS AT LAW

MAYER S. KLEIN
mklein@frankelrubin.com

Of Counsel:
Gamache & Myers, P.C.

May 28, 2021

Via Electronic mail and Federal Express

Mr. Kevin Martin
KCC, LLC
222 N. Pacific Coast Highway
3rd Floor
El Segundo, CA 90245

Re: Nomis Bay, Ltd. & BPY, Ltd./Garrett Motion, Inc.
Our File No.: 1774-002

Dear Mr. Martin:

Please be advised that our Firm represents Nomis Bay, Ltd. and BPY, Ltd. (“Investors”). Your attention is directed to the May 4, 2021 rejection that Investors received from your office, as Subscription Agent, pertaining to the additional shares of Garrett Motion, Inc. that Investors purchased.

To be clear, in accordance with the information that Garrett Motion, Inc. provided, Investors submitted the completed Subscription Form, Investor Questionnaire, and substantiating information relative to Investors’ being accredited investors. Further, to effectuate the purchase, on April 15, 2021, Investors caused to be wired the sum of \$1,238,307.00 to your office as Subscription Agent. As such, Investors are entitled to the additional shares as set forth within the Subscription Form For 1145 Rights Offering and Accredited Investor Rights Offering. Please provide the additional shares to us within five (5) days within the date of this letter.

Also, we thoroughly reviewed your letter of May 4, 2021, which alleges that there was some deficiency with the information that Investors provided. We do not believe that any such deficiency existed in this matter. In addition to the aforesaid information that was provided, your office received the subject \$1,238,307.00 and did not comment about the same for twelve business days (from April 15, 2021 to May 4, 2021). Surely, if there was an issue, the wired funds would have been immediately rejected, and notice of an alleged deficiency would have been immediately provided.

Lastly, to the extent the same is necessary, we attach a supplemental letter from Keenen Press of Horseshoe Group relative to the Accredited Investor matter you raised. As noted originally, my clients were and are Accredited Investors.

FRANKEL, RUBIN, KLEIN, PAYNE & PUDLOWSKI, P.C.

Mr. Kevin Martin
May 28, 2021
Page 2

Please process the additional shares within five days from the date of this letter.

Very truly yours,

FRANKEL, RUBIN, KLEIN,
PAYNE & PUDLOWSKI, P.C.

By: Mayer S. Klein
MAYER S. KLEIN

MSK/jb
Enclosures

cc: Nomis Bay Ltd. and BPY, Ltd.
Andrew G. Dieterich



May 11, 2021

To Whom It May Concern,

RE: BPY LIMITED

Horseshoe Fund Services, Ltd., as the appointed fund administrator ("Administrator") of BPY Limited (the "**Fund**"), can confirm that as per the Fund's subscription agreement, it only accepts investors who have accredited status. The Administrator can confirm that it has taken reasonable steps to verify that BPY Limited is an accredited investor within the prior 3 months and has determined that the Fund is an Accredited Investor.

Yours truly,

A handwritten signature in blue ink, appearing to read "Keenan", is positioned above the printed name.

Keenan Press, CPA, CMA
SVP, Horseshoe Group

**Horseshoe Fund
Services Ltd.**

Wessex House 3rd Floor
45 Reid Street
Hamilton HM 12

PO Box HM 3352
Hamilton HM PX
Bermuda

T +1 441 295 8478
F +1 441 295 8472

horseshoeglobal.com



May 11, 2021

To Whom It May Concern,

RE: NOMIS BAY LTD

Horseshoe Fund Services, Ltd., as the appointed fund administrator ("Administrator") of Nomis Bay Ltd (the "**Fund**"), can confirm that as per the Fund's subscription agreement, it only accepts investors who have accredited status. The Administrator can confirm that it has taken reasonable steps to verify that Nomis Bay Ltd is an accredited investor within the prior 3 months and has determined that the Fund is an Accredited Investor.

Yours truly,

A handwritten signature in blue ink, appearing to read "Keenan Press".

Keenan Press, CPA, CMA
SVP, Horseshoe Group

**Horseshoe Fund
Services Ltd.**

Wessex House 3rd Floor
45 Reid Street
Hamilton HM 12

PO Box HM 3352
Hamilton HM PX
Bermuda

T +1 441 295 8478
F +1 441 295 8472

horseshoeglobal.com

Horseshoe Fund Services Ltd. is licensed as a Fund Administrator by the Bermuda Monetary Authority.

SULLIVAN & CROMWELL LLP

TELEPHONE: 1-212-558-4000
FACSIMILE: 1-212-558-3588
WWW.SULLCROM.COM

125 Broad Street
New York, New York 10004-2498

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June 4, 2021

Via Email

Mayer S. Klein,
Frankel, Rubin, Klein, Payne & Pudlowski, P.C.,
231 South Bemiston Avenue, Suite 1111,
St. Louis (Clayton), Missouri 63105.

Re: Nomis Bay, Ltd. & BPY, Ltd./Garrett Motion Inc.

Dear Mr. Klein:

I write on behalf of Garrett Motion, Inc. ("Garrett" and, collectively with its affiliated debtors, the "Debtors"), in response to your letter, dated May 28, 2021, to Mr. Kevin Martin of Kurtzman Carson Consultants LLC relating to the unsuccessful attempt by your clients Nomis Bay, Ltd. and BPY, Ltd. to subscribe for shares of Series A Preferred Stock of Garrett in the Accredited Investor Rights Offering that was made in connection with Garrett's jointly administered chapter 11 cases before the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). As you may be aware, the Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code (including the Plan Supplement and all other exhibits and schedules thereto) (the "Plan") was confirmed by the Bankruptcy Court on April 23, 2021, and the Effective Date of the Plan occurred on April 30, 2021.¹

Your clients did not validly subscribe for Accredited Investor Offered Shares, and no shares will be issued to them in connection with the Accredited Investor Rights Offering. The Accredited Investor Rights Offering Procedures approved by the Bankruptcy Court provide that no person shall be entitled to participate in the Accredited Investor Rights Offering or to subscribe for or receive any Accredited Investor Offered Shares unless such person completes and submits the Investor Questionnaire and provides supporting documentation prior to the Subscription Expiration Deadline. The acceptable forms of supporting documentation are described in the Annex to the Investor Questionnaire attached to the Subscription Forms. Your clients did not submit supporting documentation in the appropriate form prior to the Subscription Expiration Deadline. The Subscription Agent was under no obligation to notify your clients of their deficient

¹ Capitalized terms used herein and not otherwise defined have the meanings given in the Plan [Docket No. 1161, Ex. A].

Mayer S. Klein

-2-

submissions, as expressly stated in Section 9 of the Accredited Investor Rights Offering Procedures.

The Subscription Agent has made multiple attempts to return the funds tendered by your clients through their broker, including on May 3, 2021 and June 2, 2021, and in each case the wire was rejected by the broker upon instructions from your clients. We request that you encourage your clients to facilitate the return of the funds to them.

Please note that upon Garrett's emergence from bankruptcy on April 30, 2021, substantially all authorized shares of Series A Preferred Stock were issued to investors, and no shares of Series A Preferred Stock are available for issuance to your clients in any event.

Sincerely,



Brian D. Glueckstein

cc: Jérôme Maironi
(Garrett Motion Inc.)

Kevin Martin
(Kurtzman Carson Consultants LLC)

Andrew G. Dietderich
Evan S. Simpson
Alexa J. Kranzley
(Sullivan & Cromwell LLP)



FRANKEL, RUBIN, KLEIN,
PAYNE & PUDLOWSKI, P.C.

231 SOUTH BEMISTON AVENUE, SUITE 1111
ST. LOUIS (CLAYTON), MISSOURI 63105-1914
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ATTORNEYS & COUNSELORS AT LAW

MAYER S. KLEIN
mklein@frankelrubin.com

Of Counsel:
Gamache & Myers, P.C.

June 15, 2021

Sent Via Electronic Mail

Mr. Brian D. Glueckstein
Sullivan & Cromwell, LLP
125 Broad Street
New York, New York 10004

Re: Nomis Bay, Ltd. / BPY, Ltd. v. Garrett Motion, Inc.
Our File No.: 1774-002

Dear Brian:

We are in receipt of your letter dated May 28, 2021, and we take substantial issue with your conclusion. Suffice it to say, our clients, Nomis Bay, Ltd. & BPY, Ltd. (“Investors”) complied with the offering requirements.

The matter is quite simple. The attached was submitted on April 14, 2021. The same comprises the completed Subscription Form, Investor Questionnaire, and supporting documentation. Regrettably, your client Garrett Motion, Inc. (“Garrett”) has woven its own requirement into this matter. Investors, however, followed the requirements that the Court imposed.

Exhibit A, the Investor Questionnaire, appears on page 229 of the Court’s subject Order. In relevant part, Exhibit A says:

“In addition to completing this Questionnaire, each investor must submit supporting documentation to substantiate that such investor is an ‘accredited Investor’ as defined by Rule 501 of the Securities Act. (Emphasis in the original.) Forms of supporting documentation which MAY be submitted (emphasis supplied) are described on the Annex to this Questionnaire.”

Investors clearly complied with the Court Order. Investors furnished the completed Questionnaire. Investors furnished completed documentation to substantiate that each Investor was an accredited Investor. Please refer to the attached letters dated April 14, 2021, from Keenan Press.

The fact that Garrett arbitrarily imposed its own documentation requirement is not binding, and perhaps, wrongful on its face. The Court did not mandate that specific documentation *must* be submitted. Rather, the Court simply stated that supporting documentation which *may* be

FRANKEL, RUBIN, KLEIN, PAYNE & PUDLOWSKI, P.C.

Mr. Brian Glueckstein

June 15, 2021

Page 2 of 2

submitted was described on the Annex to the Questionnaire. To that end, the letters from Keenan Press dated April 14, 2021, satisfied the requirement relative to Accredited Investor. The fact that it did not state “that such person or entity has taken reasonable steps to verify that the [sic] you are an accredited investor within the prior three months and has determined that you are an accredited investor” is not material. Such language was not a requirement in this matter.

Moreover, in addition to Investors’ compliance as aforesaid, the exercise of even a modicum of good faith by Garrett would have enabled any possible issue to be immediately resolved. As evidence of the ease of resolution, please see the attached letters of June 14, 2021, from Keenan Press, setting forth that the accredited status confirmation letters that he issued on April 14, 2021, were based upon a review of Investors’ accredited investor status over the prior three (3) months.

Clearly, Investors complied with the requirement and the additional shares need to issue from Garrett to Investors. To the extent such shares are no longer available, as you state within your letter, Garrett needs to pay Investors the damages that have been sustained, to-wit, the sum of \$797,233.84.

Please govern yourself accordingly as we anticipate suit to be filed within ten (10) days if the matter is not satisfactorily resolved.

Very truly yours,

FRANKEL, RUBIN, KLEIN,
PAYNE & PUDLOWSKI, P.C.

By: /s/ Mayer S. Klein
MAYER S. KLEIN

MSK/cb

Enclosure

cc: Nomis Bay, Ltd.

BPY, Ltd.

GARRETT MOTION INC., ET AL.

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

(FOR EXISTING COMMON STOCK HELD THROUGH NOMINEES)

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS INCLUDED OR SPECIFICALLY REFERENCED IN THE MATERIALS MAILED WITH THESE INSTRUCTIONS AND THE ATTACHED SUBSCRIPTION FORM.

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

SUBSCRIPTION EXPIRATION DEADLINE

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

Please note that your Subscription Form (with a completed IRS Form W-9 or appropriate IRS Form W-8, as applicable, and, if you are exercising Accredited Investor Subscription Rights pursuant to the Accredited Investor Rights Offering, accompanying supporting documentation substantiating that you are an “accredited investor” within the meaning of Rule 501 under Regulation D of the Securities Act and a completed Investor Questionnaire) must be returned to your Nominee in sufficient time for your instructions to be processed and delivered by your Nominee so that the duly completed Subscription Form (with a completed IRS Form W-9 or appropriate IRS Form W-8, as applicable, and, if you are exercising Accredited Investor Subscription Rights pursuant to the Accredited Investor Rights Offering, accompanying supporting documentation substantiating that you are an “accredited investor” within the meaning of Rule 501 under Regulation D of the Securities Act and a completed Investor Questionnaire) are received by KCC LLC (the “Subscription Agent”), along with a wire transfer of your Purchase Price (but only if you are not an Equity Backstop Party, Honeywell, Centerbridge or Oaktree) to the Subscription Agent, at or prior to the Subscription Expiration Deadline. Otherwise, the subscription represented by your Subscription Form will not be recognized, and you will be deemed forever to have relinquished and waived your right to participate in the 1145 Rights Offering and/or the Accredited Investor Rights Offering, as applicable.

Eligible Holders who are not Equity Backstop Parties, Honeywell, Centerbridge or Oaktree should coordinate payment of the Purchase Price through their Nominees so that payment of the Purchase Price is received by the Subscription Agent by the Subscription Expiration Deadline.

Eligible Holders who are Equity Backstop Parties, Honeywell, Centerbridge or Oaktree must return the Subscription Form (which shall contain the appropriate Equity Backstop Party identification in Item 5) to their Nominee for delivery to the Subscription Agent so that

the Subscription Agent will receive confirmation that payment does not have to be made prior to the Subscription Expiration Deadline. Eligible Holders that are Equity Backstop Parties, Honeywell, Centerbridge or Oaktree must coordinate with the Nominees to deliver the appropriate funding to the Funding Account (as defined in the Equity Backstop Commitment Agreement) by the Funding Date (as defined in the Equity Backstop Commitment Agreement) in accordance with the Equity Backstop Commitment Agreement or the Plan Support Agreement, as applicable.

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

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

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

The 1145 Offered Shares are being distributed and issued by New GMI pursuant to the 1145 Rights Offering without registration under the Securities Act in reliance generally upon the exemption from registration provided by section 1145 of the Bankruptcy Code. None of the 1145 Subscription Rights to subscribe for the 1145 Offered Shares in the 1145 Rights Offering or the 1145 Offered Shares purchased in connection with the exercise of such 1145 Subscription Rights distributed pursuant to the 1145 Rights Offering Procedures have been or will be registered under the Securities Act at the Subscription Expiration Deadline, nor under any national, state or local law requiring registration for offer and sale of a security.

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

and will receive “restricted securities” (as defined under Rule 144 promulgated under the Securities Act).

Please consult the Plan, the Disclosure Statement, the 1145 Rights Offering Procedures and, if applicable, the Accredited Investor Offering Procedures for additional information with respect to this Subscription Form. Any terms capitalized but not defined herein shall have the meaning as set forth in the Plan, the 1145 Rights Offering Procedures or the Accredited Investor Rights Offering Procedures.

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

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

If you have any questions, you are encouraged to please contact the Subscription Agent prior to the Subscription Expiration Deadline via email at GarrettRO@kcellc.com (with a reference to “Garrett Motion Inc.” in the subject line), or at the following applicable phone number: (866) 812-2297 (US toll-free) or 781-575-4050 (US local toll).

SUBJECT TO THE TERMS AND CONDITIONS OF THE 1145 RIGHTS OFFERING PROCEDURES AND ACCREDITED INVESTOR RIGHTS OFFERING PROCEDURES (AND THE EQUITY BACKSTOP COMMITMENT AGREEMENT IN THE CASE OF ANY EQUITY BACKSTOP PARTY AND THE PLAN SUPPORT AGREEMENT IN THE CASE OF HONEYWELL, CENTERBRIDGE OR OAKTREE), ALL SUBSCRIPTIONS SET FORTH IN THIS SUBSCRIPTION FORM ARE IRREVOCABLE.

Rights Offering Instructions

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

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

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

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

7. **Read, complete and sign** the certification in Item 7 of your Subscription Form. Such execution shall indicate your acceptance and approval of the terms and conditions set forth in the 1145 Rights Offering Procedures and, if applicable, the Accredited Investor Offering Procedures.
8. **Complete** Item 8 of your Subscription Form.
9. **Provide registration information** in Item 9 to indicate the beneficial owner's name and address as you would like it to be reflected in New GMI's books and records for registration of the Offered Shares.
10. **Read, complete and sign** an IRS Form W-9 if you are a U.S. person. If you are a non-U.S. person, read, complete and sign an appropriate IRS Form W-8. These forms may be obtained from the IRS at its website: www.irs.gov.
11. If you are an Accredited Investor Eligible Holder subscribing for Accredited Investor Offered Shares:
 - a. **Read, complete and sign** the Investor Questionnaire attached as Exhibit A to the Subscription Form.
 - b. **Provide** the documentation contemplated by the Investor Questionnaire to substantiate that you are an "accredited investor" within the meaning of Rule 501 of the Securities Act.
12. **Return** your signed Subscription Form (with accompanying Investor Questionnaire and IRS Form W-9 or appropriate IRS Form W-8, as applicable) to your Nominee (or otherwise follow the instructions of your Nominee) in sufficient time for your instructions to be processed and delivered by your Nominee so that the duly completed Subscription Form and Investor Questionnaire, IRS Form W-9 or W-8, as applicable, and accompanying supporting documentation are received by the Subscription Agent on or before the Subscription Expiration Deadline.
14. **Coordinate with your Nominee to arrange for full payment** of the aggregate Purchase Price by wire transfer of immediately available funds, calculated in accordance with Item 4 of your Subscription Form.

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

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

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

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

If you have any questions, you are encouraged to please contact the Subscription Agent prior to the Subscription Expiration Deadline via email at GarrettRO@kccllc.com (with a reference to "Garrett Motion Inc." in the subject line), or at the following applicable phone number: (866) 812-2297 (US toll-free) or 781-575-4050 (US local toll).

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

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

Exercise of Subscription Rights. In order to participate in the 1145 Rights Offering and the Accredited Investor Rights Offering, you must leave sufficient time for your Subscription Form to reach your Nominee and be processed and delivered to the Subscription Agent by the Subscription Expiration Deadline. If the Subscription Agent does not receive a duly completed Subscription Form with respect to the exercise of your Accredited Investor Subscription Rights, you will be deemed forever to have relinquished and waived your right to participate in the Accredited Investor Rights Offering.

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

To subscribe, complete Items 1 through 9 below.

Item 1. Number of shares of Existing Common Stock.

The undersigned, or the beneficial owner on whose behalf the undersigned is executing this form, is a beneficial owner of the following number of shares of Existing Common Stock:

Number of shares of Existing Common Stock held as of the Record Date:

315,226

Item 2. 1145 Subscription Rights - Number of 1145 Offered Shares Subscribed For. The undersigned hereby elects to purchase a number of 1145 Offered Shares equal to 315,226. This number must be a whole number which is **less than or equal to the number of shares of Existing Common Stock held as of the Record Date** from Item 1 above).

Item 3. Accredited Investor Subscription Rights.

Important Note:

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

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

$\frac{315,226}{\text{(Insert total number of shares of Existing Common Stock from 1 above)}}$	X	0.448951	=	$\frac{141,521}{\text{(Pro Rata Accredited Investor Offered Share Number) (Round down to the nearest whole share)}}$
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3b. Number of Accredited Investor Offered Shares Subscribed For. The undersigned hereby elects to purchase a number of Accredited Investor Offered Shares equal to 141,521. This number must be a whole number which is **less than or equal to the Pro Rata Accredited Investor Offered Share Number** from Item 3a above).

Item 4. Purchase Price.

4a. Calculation of Total Number of Offered Shares.

$\frac{315,226}{\text{(Number of 1145 Offered Shares from Item 2 above)}}$	+	$\frac{141,521}{\text{(Number of Accredited Investor Offered Shares from Item 3b above)}}$	=	$\frac{456,747}{\text{Total Number of Offered Shares}}$
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4b. Calculation of Purchase Price. The Purchase Price for the Offered Shares subscribed for by the undersigned is calculated as follows:

$\frac{456,747}{\text{(Sum Item 4a above)}}$	X	\$5.25	=	$\frac{2,397,921.75}{\text{Purchase Price}}$
--	---	--------	---	--

Item 5. Equity Backstop Party Representation.

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

- I am an Equity Backstop Party identified in the Equity Backstop Commitment Agreement.
- I am Honeywell, Centerbridge or Oaktree.

Item 6. Payment Instructions and Share Delivery Information.

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

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

Please note that the failure to include the claimant name or form number in the reference field of any domestic or international wire payment may result in the rejection of the corresponding submission. In addition, please also note that payments cannot be aggregated, and one wire should be sent per Subscription Form submission.

PLEASE NOTE: NO RIGHTS OFFERING SUBMISSION WILL BE VALID UNLESS THIS SUBSCRIPTION FORM IS VALIDLY SUBMITTED ALONG WITH THE PURCHASE PRICE (SOLELY WITH RESPECT TO ELIGIBLE HOLDERS THAT ARE NOT EQUITY BACKSTOP PARTIES) TO THE SUBSCRIPTION AGENT ON OR PRIOR TO THE SUBSCRIPTION EXPIRATION DEADLINE.

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

If you have any questions, you are encouraged to please contact the Subscription Agent prior to the Subscription Expiration Deadline via email at GarrettRO@kcellc.com (with a reference to “Garrett Motion Inc.” in the subject line), or at the following applicable phone number: (866) 812-2297 (US toll-free) or 781-575-4050 (US local toll).

Item 7. Certification.

The undersigned hereby certifies that (i) the undersigned is the beneficial owner of the shares of Existing Common Stock indicated in Item 1a above, or the authorized signatory (the “Authorized Signatory”) of such beneficial owner acting on behalf of the beneficial owner, (ii) the undersigned, or such beneficial owner, agrees to be bound by all the terms and conditions as set forth in this Subscription Form (including the Rights Offering Instructions included herein), (iii) the undersigned, or such beneficial owner, has received a copy of the Plan, the Disclosure Statement, the 1145 Rights Offering Procedures and the Accredited Investor Rights Offering Procedures, (iv)

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

The undersigned recognizes and understands that the 1145 Offered Shares issued to participants in the 1145 Rights Offering are being offered without registration under the Securities Act in reliance on section 1145 of the Bankruptcy Code, and may be resold, without registration under the Securities Act or other applicable federal and state securities laws, unless the beneficial owner is an "underwriter" with respect to such securities, as that term is defined in section 1145(b) of the Bankruptcy Code.

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

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

Date: 2021-04-12

Name of Holder: Nomis Bay Ltd

U.S. Federal Tax EIN/SSN: _____

If non-U.S. person, check here and attach appropriate IRS Form W- 8

If U.S. person, check here and attach IRS Form W-9

Signature: _____

Name of Signatory: Peter Poole

Title: Director

Telephone Number: [REDACTED]

Email: [REDACTED]

Item 8. Registration Information.

Notwithstanding that you hold your shares of Existing Common Stock through a Nominee, any Accredited Investor Offered Shares that you receive (and, if you are an Equity Backstop Party, any Unsubscribed Shares of 1145 Offered Shares that you receive pursuant to the Equity Backstop Commitment Agreement) must be held in a restricted book-entry account maintained with New GMI's registrar and transfer agent. Accordingly, please indicate on the lines provided below the registration name of the person receiving the 1145 Offered Shares and Accredited Investor Offered Shares, as applicable, in whose name the 1145 Offered Shares and/or Accredited Investor Offered Shares, as applicable, should be issued, as well as such person's name and address as you would like it to be reflected in the books and records of the registrar and transfer agent for registration of the applicable Offered Shares. It is strongly recommended that the below information be typed to ensure that it is legible):

Account Name (*Maximum 35 Characters*):
Nomis Bay Ltd

Name (continued) (*Maximum 35 Characters*): _____

Attention (*Maximum 35 Characters*) Joshua Fenttiman

Address Line 1 (*Maximum 35 Characters*)
Wessex House, 3rd Floor, 45 Reid Street, Hamilton, Bermuda, HM12

Address Line 2 (*Maximum 35 Characters*): _____

City: Hamilton State: _____ Zip: HM12

FOREIGN Country Name: Bermuda

US Tax ID/EIN: [REDACTED] OR Check here if non-US (no TIN)

Once completed, you must return this Subscription Form, the accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, and, if you are exercising Accredited Investor Subscription Rights, the Investor Questionnaire and supporting documentation to substantiate that you are an "accredited investor" as defined by Rule 501 of the Securities Act, only to your Nominee.

Exhibit A

Investor Questionnaire

The information to be provided in this questionnaire (the "Questionnaire") by the undersigned is relevant to the availability of an exemption from registration under U.S. federal and securities laws in connection with the Accredited Investor Rights Offering for Convertible Series A Preferred Stock (the "Offered Shares") of Garrett Motion Inc. (the "Company"). Unless the context otherwise requires, capitalized terms used but not defined herein have the respective meanings assigned to them in *Debtors' Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [D.I. 1018] (as may be amended, modified or supplemented in accordance with the terms thereof, the "Plan") or the Accredited Investor Rights Offering Procedures.

The Company will rely upon the accuracy and completeness of the information provided in this Questionnaire in establishing that the issuance of the Offered Shares is exempt from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act").

This Questionnaire must be completed, signed and returned to the Company by each Accredited Investor Eligible Holder intending to exercise Accredited Investor Subscription Rights (each, an "Investor" and collectively, the "Investors"), prior to or at the Subscription Expiration Deadline.

Accordingly, the undersigned is obligated to read this Questionnaire carefully and answer the items contained herein completely and accurately.

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

The undersigned agrees that, if necessary, this Questionnaire may be presented to such parties as the Company deems appropriate to establish the availability, under the Securities Act or applicable state securities law, of exemption from registration in connection with the Accredited Investor Rights Offering for Offered Shares.

This Questionnaire is merely a request for information and is not an offer to sell, a solicitation of an offer to buy, or a sale of any securities.

The undersigned certifies that the undersigned is an "accredited investor" as defined in Rule 501(a) of Regulation D promulgated under the Securities Act, because the undersigned is (please check and initial by the appropriate box):

- A bank as defined in Section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity;

- A broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”);
- An investment adviser registered pursuant to Section 203 of the Investment Advisers Act of 1940 (the “Investment Advisers Act”) or registered pursuant to the laws of a state;
- An investment adviser relying on the exemption from registering with the Commission under section 203(l) or (m) of the Investment Advisers Act;
- An insurance company as defined in Section 2(a)(13) of the Securities Act;
- An investment company registered under the Investment Company Act of 1940 (the “Investment Company Act”) or a business development company as defined in Section 2(a)(48) of that Act;
- A Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958;
- A Rural Business Investment Company as defined in section 384A of the Consolidated Farm and Rural Development Act;
- A plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000 USD;
- An employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of ERISA, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 USD or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;
- A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act;
- An organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership or limited liability company, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000 USD;
- A director or executive officer of the Company;

- A natural person whose individual net worth, or joint net worth with that person's spouse or spousal equivalent¹, at the time of his or her purchase exceeds \$1,000,000 USD²;
- A natural person who had an individual income in excess of \$200,000 USD in each of the two most recent calendar years (2019 and 2020) or joint income with that person's spouse or spousal equivalent in excess of \$300,000 USD in each of those years and has a reasonable expectation of reaching the same income level in the current calendar year (2021);
- A trust, with total assets in excess of \$5,000,000 USD, not formed for the specific purpose of acquiring the securities offered whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D promulgated under the Securities Act;
- An entity in which all of the equity owners are accredited investors;
- An entity, of a type not listed above, not formed for the specific purpose of acquiring the securities offered, owning investments³ in excess of \$5,000,000 USD;
- A natural person holding in good standing one or more professional certifications or designations or credentials from an accredited educational institution that the

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

² For the purposes of calculating net worth under section: (A) the person's primary residence shall not be included as an asset; (B) indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and (C) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability. For the purposes of calculating joint net worth in this section, "joint net worth" can be the aggregate net worth of the investor and spouse or spousal equivalent; assets need not be held jointly to be included in the calculation. Reliance on the joint net worth standard of this section does not require that the securities be purchased jointly.

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

Securities and Exchange Commission (the "Commission") has designated as qualifying an individual for accredited investor status⁴;

- A natural person who is a "knowledgeable employee," as defined in rule 3c-5(a)(4) under the Investment Company Act, of the Company where the Company would be an investment company, as defined in Section 3 of such Act, but for the exclusion provided by either Section 3(c)(1) or Section 3(c)(7) of such Act;
- A "family office," as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act: (i) With assets under management in excess of \$5,000,000, (ii) that is not formed for the specific purpose of acquiring the securities offered, and (iii) whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment; or
- A "family client," as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act, of a family office meeting the requirements of the above paragraph and whose prospective investment in the issuer is directed by such family office pursuant to clause (iii) of the above paragraph.

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

Name of Investor or Entity:

Nomis Bay Ltd

Signature: _____

By: Peter Poole

Its: Director

State or Country of Primary Residence: BVI

Address: Wessex House, 3rd Floor, 45 Reid Street, Hamilton, Bermuda, HM12

E-mail _____

⁴

The professional certifications or designations or credentials currently recognized by the Commission as satisfying the above criteria will be posted on the Commission's website.

**Annex to Investor Questionnaire
Supporting Documentation**

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

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

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

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

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

(1) A registered broker-dealer;

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

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

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

GARRETT MOTION INC., ET AL.

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

(FOR EXISTING COMMON STOCK HELD THROUGH NOMINEES)

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS INCLUDED OR SPECIFICALLY REFERENCED IN THE MATERIALS MAILED WITH THESE INSTRUCTIONS AND THE ATTACHED SUBSCRIPTION FORM.

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

SUBSCRIPTION EXPIRATION DEADLINE

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

Please note that your Subscription Form (with a completed IRS Form W-9 or appropriate IRS Form W-8, as applicable, and, if you are exercising Accredited Investor Subscription Rights pursuant to the Accredited Investor Rights Offering, accompanying supporting documentation substantiating that you are an “accredited investor” within the meaning of Rule 501 under Regulation D of the Securities Act and a completed Investor Questionnaire) must be returned to your Nominee in sufficient time for your instructions to be processed and delivered by your Nominee so that the duly completed Subscription Form (with a completed IRS Form W-9 or appropriate IRS Form W-8, as applicable, and, if you are exercising Accredited Investor Subscription Rights pursuant to the Accredited Investor Rights Offering, accompanying supporting documentation substantiating that you are an “accredited investor” within the meaning of Rule 501 under Regulation D of the Securities Act and a completed Investor Questionnaire) are received by KCC LLC (the “Subscription Agent”), along with a wire transfer of your Purchase Price (but only if you are not an Equity Backstop Party, Honeywell, Centerbridge or Oaktree) to the Subscription Agent, at or prior to the Subscription Expiration Deadline. Otherwise, the subscription represented by your Subscription Form will not be recognized, and you will be deemed forever to have relinquished and waived your right to participate in the 1145 Rights Offering and/or the Accredited Investor Rights Offering, as applicable.

Eligible Holders who are not Equity Backstop Parties, Honeywell, Centerbridge or Oaktree should coordinate payment of the Purchase Price through their Nominees so that payment of the Purchase Price is received by the Subscription Agent by the Subscription Expiration Deadline.

Eligible Holders who are Equity Backstop Parties, Honeywell, Centerbridge or Oaktree must return the Subscription Form (which shall contain the appropriate Equity Backstop Party identification in Item 5) to their Nominee for delivery to the Subscription Agent so that

the Subscription Agent will receive confirmation that payment does not have to be made prior to the Subscription Expiration Deadline. Eligible Holders that are Equity Backstop Parties, Honeywell, Centerbridge or Oaktree must coordinate with the Nominees to deliver the appropriate funding to the Funding Account (as defined in the Equity Backstop Commitment Agreement) by the Funding Date (as defined in the Equity Backstop Commitment Agreement) in accordance with the Equity Backstop Commitment Agreement or the Plan Support Agreement, as applicable.

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

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

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

The 1145 Offered Shares are being distributed and issued by New GMI pursuant to the 1145 Rights Offering without registration under the Securities Act in reliance generally upon the exemption from registration provided by section 1145 of the Bankruptcy Code. None of the 1145 Subscription Rights to subscribe for the 1145 Offered Shares in the 1145 Rights Offering or the 1145 Offered Shares purchased in connection with the exercise of such 1145 Subscription Rights distributed pursuant to the 1145 Rights Offering Procedures have been or will be registered under the Securities Act at the Subscription Expiration Deadline, nor under any national, state or local law requiring registration for offer and sale of a security.

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

and will receive “restricted securities” (as defined under Rule 144 promulgated under the Securities Act).

Please consult the Plan, the Disclosure Statement, the 1145 Rights Offering Procedures and, if applicable, the Accredited Investor Offering Procedures for additional information with respect to this Subscription Form. Any terms capitalized but not defined herein shall have the meaning as set forth in the Plan, the 1145 Rights Offering Procedures or the Accredited Investor Rights Offering Procedures.

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

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

If you have any questions, you are encouraged to please contact the Subscription Agent prior to the Subscription Expiration Deadline via email at GarrettRO@kccllc.com (with a reference to “Garrett Motion Inc.” in the subject line), or at the following applicable phone number: (866) 812-2297 (US toll-free) or 781-575-4050 (US local toll).

SUBJECT TO THE TERMS AND CONDITIONS OF THE 1145 RIGHTS OFFERING PROCEDURES AND ACCREDITED INVESTOR RIGHTS OFFERING PROCEDURES (AND THE EQUITY BACKSTOP COMMITMENT AGREEMENT IN THE CASE OF ANY EQUITY BACKSTOP PARTY AND THE PLAN SUPPORT AGREEMENT IN THE CASE OF HONEYWELL, CENTERBRIDGE OR OAKTREE), ALL SUBSCRIPTIONS SET FORTH IN THIS SUBSCRIPTION FORM ARE IRREVOCABLE.

Rights Offering Instructions

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

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

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

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

7. **Read, complete and sign** the certification in Item 7 of your Subscription Form. Such execution shall indicate your acceptance and approval of the terms and conditions set forth in the 1145 Rights Offering Procedures and, if applicable, the Accredited Investor Offering Procedures.
8. **Complete** Item 8 of your Subscription Form.
9. **Provide registration information** in Item 9 to indicate the beneficial owner's name and address as you would like it to be reflected in New GMI's books and records for registration of the Offered Shares.
10. **Read, complete and sign** an IRS Form W-9 if you are a U.S. person. If you are a non-U.S. person, read, complete and sign an appropriate IRS Form W-8. These forms may be obtained from the IRS at its website: www.irs.gov.
11. If you are an Accredited Investor Eligible Holder subscribing for Accredited Investor Offered Shares:
 - a. **Read, complete and sign** the Investor Questionnaire attached as Exhibit A to the Subscription Form.
 - b. **Provide** the documentation contemplated by the Investor Questionnaire to substantiate that you are an "accredited investor" within the meaning of Rule 501 of the Securities Act.
12. **Return** your signed Subscription Form (with accompanying Investor Questionnaire and IRS Form W-9 or appropriate IRS Form W-8, as applicable) to your Nominee (or otherwise follow the instructions of your Nominee) in sufficient time for your instructions to be processed and delivered by your Nominee so that the duly completed Subscription Form and Investor Questionnaire, IRS Form W-9 or W-8, as applicable, and accompanying supporting documentation are received by the Subscription Agent on or before the Subscription Expiration Deadline.
14. **Coordinate with your Nominee to arrange for full payment** of the aggregate Purchase Price by wire transfer of immediately available funds, calculated in accordance with Item 4 of your Subscription Form.

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

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

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

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

If you have any questions, you are encouraged to please contact the Subscription Agent prior to the Subscription Expiration Deadline via email at GarrettRO@kccllc.com (with a reference to “Garrett Motion Inc.” in the subject line), or at the following applicable phone number: (866) 812-2297 (US toll-free) or 781-575-4050 (US local toll).

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

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

Exercise of Subscription Rights. In order to participate in the 1145 Rights Offering and the Accredited Investor Rights Offering, you must leave sufficient time for your Subscription Form to reach your Nominee and be processed and delivered to the Subscription Agent by the Subscription Expiration Deadline. If the Subscription Agent does not receive a duly completed Subscription Form with respect to the exercise of your Accredited Investor Subscription Rights, you will be deemed forever to have relinquished and waived your right to participate in the Accredited Investor Rights Offering.

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

To subscribe, complete Items 1 through 9 below.

Item 1. Number of shares of Existing Common Stock.

The undersigned, or the beneficial owner on whose behalf the undersigned is executing this form, is a beneficial owner of the following number of shares of Existing Common Stock:

Number of shares of Existing Common Stock held as of the Record Date:

210,151

Item 2. 1145 Subscription Rights - Number of 1145 Offered Shares Subscribed For. The undersigned hereby elects to purchase a number of 1145 Offered Shares equal to 210,151. This number must be a whole number which is **less than or equal to the number of shares of Existing Common Stock held as of the Record Date** from Item 1 above).

Item 3. Accredited Investor Subscription Rights.

Important Note:

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

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

210,151	X	0.448951	=	94,347
(Insert total number of shares of Existing Common Stock from 1 above)				(Pro Rata Accredited Investor Offered Share Number) (Round down to the nearest whole share)

3b. Number of Accredited Investor Offered Shares Subscribed For. The undersigned hereby elects to purchase a number of Accredited Investor Offered Shares equal to 94,347. This number must be a whole number which is **less than or equal to the Pro Rata Accredited Investor Offered Share Number** from Item 3a above).

Item 4. Purchase Price.

4a. Calculation of Total Number of Offered Shares.

210,151	+	94,347	=	304,498
(Number of 1145 Offered Shares from Item 2 above)		(Number of Accredited Investor Offered Shares from Item 3b above)		Total Number of Offered Shares

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

304,498	X	\$5.25	=	\$1,598,614.50
(Sum Item 4a above)				Purchase Price

Item 5. Equity Backstop Party Representation.

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

- I am an Equity Backstop Party identified in the Equity Backstop Commitment Agreement.
- I am Honeywell, Centerbridge or Oaktree.

Item 6. Payment Instructions and Share Delivery Information.

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

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

Please note that the failure to include the claimant name or form number in the reference field of any domestic or international wire payment may result in the rejection of the corresponding submission. In addition, please also note that payments cannot be aggregated, and one wire should be sent per Subscription Form submission.

PLEASE NOTE: NO RIGHTS OFFERING SUBMISSION WILL BE VALID UNLESS THIS SUBSCRIPTION FORM IS VALIDLY SUBMITTED ALONG WITH THE PURCHASE PRICE (SOLELY WITH RESPECT TO ELIGIBLE HOLDERS THAT ARE NOT EQUITY BACKSTOP PARTIES) TO THE SUBSCRIPTION AGENT ON OR PRIOR TO THE SUBSCRIPTION EXPIRATION DEADLINE.

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

If you have any questions, you are encouraged to please contact the Subscription Agent prior to the Subscription Expiration Deadline via email at GarrettRO@kccllc.com (with a reference to “Garrett Motion Inc.” in the subject line), or at the following applicable phone number: (866) 812-2297 (US toll-free) or 781-575-4050 (US local toll).

Item 7. Certification.

The undersigned hereby certifies that (i) the undersigned is the beneficial owner of the shares of Existing Common Stock indicated in Item 1a above, or the authorized signatory (the “Authorized Signatory”) of such beneficial owner acting on behalf of the beneficial owner, (ii) the undersigned, or such beneficial owner, agrees to be bound by all the terms and conditions as set forth in this Subscription Form (including the Rights Offering Instructions included herein), (iii) the undersigned, or such beneficial owner, has received a copy of the Plan, the Disclosure Statement, the 1145 Rights Offering Procedures and the Accredited Investor Rights Offering Procedures, (iv)

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

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

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

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

Date: 2021-04-12

Name of Holder: BPY Limited

U.S. Federal Tax EIN/SSN: _____

If non-U.S. person, check here and attach appropriate IRS Form W- 8

If U.S. person, check here and attach IRS Form W-9

Signature: _____

Name of Signatory: Peter Poole

Title: Director

Telephone Number: [REDACTED]

Email: [REDACTED]

Item 8. Registration Information.

Notwithstanding that you hold your shares of Existing Common Stock through a Nominee, any Accredited Investor Offered Shares that you receive (and, if you are an Equity Backstop Party, any Unsubscribed Shares of 1145 Offered Shares that you receive pursuant to the Equity Backstop Commitment Agreement) must be held in a restricted book-entry account maintained with New GMI's registrar and transfer agent. Accordingly, please indicate on the lines provided below the registration name of the person receiving the 1145 Offered Shares and Accredited Investor Offered Shares, as applicable, in whose name the 1145 Offered Shares and/or Accredited Investor Offered Shares, as applicable, should be issued, as well as such person's name and address as you would like it to be reflected in the books and records of the registrar and transfer agent for registration of the applicable Offered Shares. It is strongly recommended that the below information be typed to ensure that it is legible):

Account Name (*Maximum 35 Characters*):

BPY Limited

Name (continued) (*Maximum 35 Characters*): _____

Attention (*Maximum 35 Characters*) Joshua Fentiman

Address Line 1 (*Maximum 35 Characters*)

Wessex House, 3rd Floor, 45 Reid Street, Hamilton, Bermuda, HM12

Address Line 2 (*Maximum 35 Characters*): _____

City: Hamilton State: _____ Zip: HM12

FOREIGN Country Name: Bermuda

US Tax ID/EIN: [REDACTED] OR Check here if non-US (no TIN)

Once completed, you must return this Subscription Form, the accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, and, if you are exercising Accredited Investor Subscription Rights, the Investor Questionnaire and supporting documentation to substantiate that you are an "accredited investor" as defined by Rule 501 of the Securities Act, only to your Nominee.

Exhibit A

Investor Questionnaire

The information to be provided in this questionnaire (the “Questionnaire”) by the undersigned is relevant to the availability of an exemption from registration under U.S. federal and securities laws in connection with the Accredited Investor Rights Offering for Convertible Series A Preferred Stock (the “Offered Shares”) of Garrett Motion Inc. (the “Company”). Unless the context otherwise requires, capitalized terms used but not defined herein have the respective meanings assigned to them in *Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [D.I. 1018] (as may be amended, modified or supplemented in accordance with the terms thereof, the “Plan”) or the Accredited Investor Rights Offering Procedures.

The Company will rely upon the accuracy and completeness of the information provided in this Questionnaire in establishing that the issuance of the Offered Shares is exempt from the registration requirements of the Securities Act of 1933, as amended (the “Securities Act”).

This Questionnaire must be completed, signed and returned to the Company by each Accredited Investor Eligible Holder intending to exercise Accredited Investor Subscription Rights (each, an “Investor” and collectively, the “Investors”), prior to or at the Subscription Expiration Deadline.

Accordingly, the undersigned is obligated to read this Questionnaire carefully and answer the items contained herein completely and accurately.

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

The undersigned agrees that, if necessary, this Questionnaire may be presented to such parties as the Company deems appropriate to establish the availability, under the Securities Act or applicable state securities law, of exemption from registration in connection with the Accredited Investor Rights Offering for Offered Shares.

This Questionnaire is merely a request for information and is not an offer to sell, a solicitation of an offer to buy, or a sale of any securities.

The undersigned certifies that the undersigned is an “accredited investor” as defined in Rule 501(a) of Regulation D promulgated under the Securities Act, because the undersigned is (please check and initial by the appropriate box):

- A bank as defined in Section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity;

- A broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”);
- An investment adviser registered pursuant to Section 203 of the Investment Advisers Act of 1940 (the “Investment Advisers Act”) or registered pursuant to the laws of a state;
- An investment adviser relying on the exemption from registering with the Commission under section 203(l) or (m) of the Investment Advisers Act;
- An insurance company as defined in Section 2(a)(13) of the Securities Act;
- An investment company registered under the Investment Company Act of 1940 (the “Investment Company Act”) or a business development company as defined in Section 2(a)(48) of that Act;
- A Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958;
- A Rural Business Investment Company as defined in section 384A of the Consolidated Farm and Rural Development Act;
- A plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000 USD;
- An employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of ERISA, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 USD or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;
- A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act;
- An organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership or limited liability company, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000 USD;
- A director or executive officer of the Company;

- A natural person whose individual net worth, or joint net worth with that person's spouse or spousal equivalent¹, at the time of his or her purchase exceeds \$1,000,000 USD²;
- A natural person who had an individual income in excess of \$200,000 USD in each of the two most recent calendar years (2019 and 2020) or joint income with that person's spouse or spousal equivalent in excess of \$300,000 USD in each of those years and has a reasonable expectation of reaching the same income level in the current calendar year (2021);
- A trust, with total assets in excess of \$5,000,000 USD, not formed for the specific purpose of acquiring the securities offered whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D promulgated under the Securities Act;
- An entity in which all of the equity owners are accredited investors;
- An entity, of a type not listed above, not formed for the specific purpose of acquiring the securities offered, owning investments³ in excess of \$5,000,000 USD;
- A natural person holding in good standing one or more professional certifications or designations or credentials from an accredited educational institution that the

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

² For the purposes of calculating net worth under section: (A) the person's primary residence shall not be included as an asset; (B) indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and (C) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability. For the purposes of calculating joint net worth in this section, "joint net worth" can be the aggregate net worth of the investor and spouse or spousal equivalent; assets need not be held jointly to be included in the calculation. Reliance on the joint net worth standard of this section does not require that the securities be purchased jointly.

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

Securities and Exchange Commission (the “Commission”) has designated as qualifying an individual for accredited investor status⁴;

- A natural person who is a “knowledgeable employee,” as defined in rule 3c-5(a)(4) under the Investment Company Act, of the Company where the Company would be an investment company, as defined in Section 3 of such Act, but for the exclusion provided by either Section 3(c)(1) or Section 3(c)(7) of such Act;
- A “family office,” as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act: (i) With assets under management in excess of \$5,000,000, (ii) that is not formed for the specific purpose of acquiring the securities offered, and (iii) whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment; or
- A “family client,” as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act, of a family office meeting the requirements of the above paragraph and whose prospective investment in the issuer is directed by such family office pursuant to clause (iii) of the above paragraph.

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

Name of Investor or Entity:

BPY Limited

Signature: _____

By: Peter Poole

Its: Director

State or Country of Primary Residence: BVI

Address: Wessex House, 3rd Floor, 45 Reid Street, Hamilton, Bermuda, HM12

E-mail _____

⁴ The professional certifications or designations or credentials currently recognized by the Commission as satisfying the above criteria will be posted on the Commission’s website.

**Annex to Investor Questionnaire
Supporting Documentation**

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

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

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

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

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

(1) A registered broker-dealer;

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

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

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



April 14, 2021

To Whom It May Concern,

RE: BPY LIMITED

Horseshoe Fund Services, Ltd., as the appointed fund administrator of BPY Limited (the "**Fund**"), can confirm that as per the Fund's subscriptions agreement, it only accepts investors who have accredited status and all current investors have declared that they meet this required eligibility standard.

Yours truly,

A handwritten signature in blue ink, appearing to read "Keenan Press".

Keenan Press
SVP, Horseshoe Group

**Horseshoe Fund
Services Ltd.**

Wessex House 3rd Floor
45 Reid Street
Hamilton HM 12

PO Box HM 3352
Hamilton HM PX
Bermuda

T +1 441 295 8478
F +1 441 295 8472

horseshoeglobal.com

Horseshoe Fund Services Ltd. is licensed as a Fund Administrator by the Bermuda Monetary Authority.



June 14, 2021

To Whom It May Concern,

RE: BPY, LTD.

I, Keenan Press, Chartered Professional Accountant, duly registered and in good standing under the laws of Bermuda, and in my capacity as Senior Vice President of Horseshoe Group, certify and attest that as of the time I issued the attached letters dated April 14, 2021, I took reasonable steps to verify that BPY, Ltd. was an accredited investor within the three (3) months prior to April 14, 2021; further, that I determined at such time that BPY, Ltd. was an accredited investor. Furthermore, BPY, Ltd. continues to be an accredited investor as of the date of this letter.

Yours truly,

A handwritten signature in black ink, appearing to read "Keenan Press", is written over a faint, light blue circular watermark.

Keenan Press, CPA, CMA
SVP, Horseshoe Group

**Horseshoe Fund
Services Ltd.**

Wessex House 3rd Floor
45 Reid Street
Hamilton HM 12

PO Box HM 3352
Hamilton HM PX
Bermuda

T +1 441 295 8478
F +1 441 295 8472

horseshoeglobal.com



April 14, 2021

To Whom It May Concern,

RE: NOMIS BAY LTD.

Horseshoe Fund Services, Ltd., as the appointed fund administrator of Nomis Bay LTD. (the "**Fund**"), can confirm that as per the Fund's subscriptions agreement, it only accepts investors who have accredited status and all current investors have declared that they meet this required eligibility standard.

Yours truly,

A handwritten signature in blue ink, appearing to read "Keenan Press", is written over a light blue circular stamp.

Keenan Press
SVP, Horseshoe Group

**Horseshoe Fund
Services Ltd.**

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June 14, 2021

To Whom It May Concern,

RE: NOMIS BAY, LTD.

I, Keenan Press, Chartered Professional Accountant, duly registered and in good standing under the laws of Bermuda, and in my capacity as Senior Vice President of Horseshoe Group, certify and attest that as of the time I issued the attached letters dated April 14, 2021, I took reasonable steps to verify that Nomis Bay, Ltd. was an accredited investor within the three (3) months prior to April 14, 2021; further, that I determined at such time that Nomis Bay, Ltd. was an accredited investor. Furthermore, Nomis Bay, Ltd. continues to be an accredited investor as of the date of this letter.

Yours truly,

A handwritten signature in blue ink, appearing to read "Keenan Press", is written over a faint, light blue circular watermark.

Keenan Press, CPA, CMA
SVP, Horseshoe Group

**Horseshoe Fund
Services Ltd.**

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Exhibit H

GMI Series A Certificate of Designation

CERTIFICATE OF DESIGNATIONS
OF
SERIES A CUMULATIVE CONVERTIBLE PREFERRED STOCK
OF
GARRETT MOTION INC.

GARRETT MOTION INC., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), DOES HEREBY CERTIFY AS FOLLOWS:

The Board of Directors of the Corporation (including any committee thereof, the "Board of Directors"), adopted the following resolution creating a series of Preferred Stock of the Corporation designated as "Series A Cumulative Convertible Preferred Stock":

RESOLVED, that pursuant to Section 151 of the Delaware General Corporation Law and the Certificate of Incorporation and the Bylaws, the Board of Directors hereby establishes a series of Preferred Stock, par value \$0.001 per share, of the Corporation and fixes and determines the voting powers, full or limited, or no voting powers, and such designations, preferences and relative, participating, optional or other special rights, and qualifications, limitations or restrictions thereof as follows:

Section 1. Designation. The distinctive serial designation of such series is "Series A Cumulative Convertible Preferred Stock" ("Series A"). Each share of Series A shall be identical in all respects to every other share of Series A.

Section 2. Number of Designated Shares. The number of designated shares of Series A shall initially be 247,771,428. Such number may from time to time be decreased (but not below the number of shares of Series A then outstanding) by the Board of Directors. Shares of Series A that are redeemed, purchased or otherwise acquired by the Corporation shall be cancelled and shall revert to authorized but unissued shares of Preferred Stock undesignated as to series.

Section 3. Definitions. As used herein with respect to Series A:

- (a) "Additional Payment Amount" has the meaning set forth in Section 7(n).
- (b) "Additional Shares" has the meaning set forth in Section 7(n).
- (c) "Additional Shares Fair Market Value" means, with respect to the shares of the Common Stock:
 - (1) if the shares are listed on a Principal Exchange on the day as of which Additional Shares Fair Market Value is being determined, the arithmetic average of the daily volume-weighted average price of such stock as reported in composite transactions for United States exchanges and quotation systems, for the thirty (30) consecutive Trading Day period ending on and including such day (or, if such day is not a Trading Day, the Trading Day immediately preceding such day); or

(2) if the shares are not listed on a Principal Exchange on the day as of which Additional Shares Fair Market Value is being determined, but are listed on any Fallback Exchange, the arithmetic average of the daily volume-weighted average price of such stock for the thirty (30) consecutive Trading Day period ending on and including such day (or, if such day is not a Trading Day, the Trading Day immediately preceding such day) as reported by such Fallback Exchange or, if not so reported, a service reporting such information as shall be selected by the Corporation; or

(3) if the shares are not traded on a Fallback Exchange on the day as of which Additional Shares Fair Market Value is being determined but are traded on an Over-the-Counter Market, the arithmetic average of the daily volume-weighted average of the high bid price and the low ask price for the shares for the thirty (30) consecutive Trading Day period ending on and including such day (or, if such day is not a Trading Day, the Trading Day immediately preceding such day) in such Over-the-Counter Market, as reported by such Over-the-Counter Market or, if not so reported, a service reporting such information as shall be selected by the Corporation; or

(4) in the case of securities not covered by clauses (1) through (3) above, the Additional Shares Fair Market Value of such securities shall be determined in good faith by the Board of Directors;

provided that, with respect to any determination of Additional Shares Fair Market Value pursuant to clauses (1) through (3) above, the Corporation, in its good faith determination, shall make appropriate adjustments to the arithmetic average of the daily volume-weighted average price, or bid and ask stock price, to account for any stock split, reverse stock split, dividend, Distribution or other event requiring any adjustments to the Conversion Rate, so as to provide for a consistent determination of Additional Shares Fair Market Value over any period of Trading Days as may be specified in this Certificate of Designations.

(d) “Affiliate” means, with respect to any Person, any Person who, directly or indirectly, controls, is controlled by or is under common control with that Person, and the term “control” (including the terms “controlled”, “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or partnership or other ownership interests, by contract (including proxy) or otherwise.

(e) “Aggregate Liquidation Entitlement” means the aggregate amount of Liquidation Entitlements for all outstanding shares of Series A.

(f) “Associate” means, when used to indicate a relationship with any Person, (i) a corporation or organization (other than the Corporation or any of its Subsidiaries) of which such Person is an officer or director or is, directly or indirectly, the owner of ten percent (10%) or more of any class of voting or equity securities, (ii) any trust or other estate in which such Person has a substantial beneficial interest or as to which such Person serves as trustee or in a similar capacity and (iii) any Family Member of such Person who lives in the same home as such Person.

(g) “Automatic Conversion Date” has the meaning set forth in Section 7(c).

(h) "Automatic Conversion Event" means (i) at any time the adoption of a resolution of a Majority In Interest to convert the outstanding shares of Series A into Common Stock pursuant to Section 7(c) or (ii) the occurrence of a Trading Day at any time on or after April 30, 2023, on which (A) the aggregate Stated Amount of all outstanding shares of Series B is an amount less than or equal to \$125,000,000, (B) the Common Stock is traded on a Principal Exchange, a Fallback Exchange or an Over-the-Counter Market and, in each case, the Automatic Conversion Fair Market Value of the Common Stock exceeds one hundred and fifty percent (150%) of the Conversion Price and (C) Consolidated EBITDA for the last twelve months ended as of the last day of each of the two most recent fiscal quarters is greater than or equal to \$600,000,000.

(i) "Automatic Conversion Event Notice" has the meaning set forth in Section 7(d).

(j) "Automatic Conversion Fair Market Value" means, with respect to the shares of the Common Stock:

(1) if the shares are listed on a Principal Exchange on the day as of which Automatic Conversion Fair Market Value is being determined, the arithmetic average of the daily volume-weighted average price of such stock as reported in composite transactions for United States exchanges and quotation systems for the seventy-five (75) consecutive Trading Day period ending on and including such day (or, if such day is not a Trading Day, the Trading Day immediately preceding such day); or

(2) if the shares are not listed on a Principal Exchange on the day as of which Automatic Conversion Fair Market Value is being determined, but are listed on any Fallback Exchange, the arithmetic average of the daily volume-weighted average price of such stock for the seventy-five (75) consecutive Trading Day period ending on and including such day (or, if such day is not a Trading Day, the Trading Day immediately preceding such day) as reported by such Fallback Exchange or, if not so reported, a service reporting such information as shall be selected by the Corporation; or

(3) if the shares are not traded on a Fallback Exchange on the day as of which Automatic Conversion Fair Market Value is being determined but are traded on an Over-the-Counter Market, the arithmetic average of the daily volume-weighted average of the high bid price and the low ask price for the shares for the seventy-five (75) consecutive Trading Day period ending on and including such day (or, if such day is not a Trading Day, the Trading Day immediately preceding such day) in such Over-the-Counter Market, as reported by such Over-the-Counter Market or, if not so reported, a service reporting such information as shall be selected by the Corporation;

provided that, with respect to any determination of Automatic Conversion Fair Market Value pursuant to clauses (1) through (3) above, the Corporation, in its good faith determination, shall make appropriate adjustments to the arithmetic average of the daily volume-weighted average price, or bid and ask stock price, to account for any stock split, reverse stock split, dividend, Distribution or other event requiring any adjustments to the Conversion Rate, so as to provide for a consistent determination of Automatic Conversion Fair Market Value over any period of Trading Days as may be specified in this Certificate of Designations.

(k) “Beneficial Owner” or “Beneficially Own” have the meanings assigned to such terms in Rule 13d-3 under the Exchange Act.

(l) “Board of Directors” has the meaning set forth in the Preamble.

(m) “Business Day” means each Monday, Tuesday, Wednesday, Thursday or Friday on which banking institutions in The City of New York are not authorized or obligated by law, regulation or executive order to close.

(n) “Bylaws” means the Second Amended and Restated Bylaws of the Corporation, dated as of April 30, 2021, as amended, amended and restated or otherwise modified from time to time.

(o) “Certificate of Incorporation” means the Second Amended and Restated Certificate of Incorporation of the Corporation, dated as of April 30, 2021, as amended, amended and restated or otherwise modified from time to time.

(p) “Change of Control” means any of the following events (whether in a single transaction or series of related transactions):

(i) a “person” or “group” (within the meaning of Section 13(d)(3) of the Exchange Act), other than the Corporation or its wholly owned subsidiaries, acquires, directly or indirectly, capital stock of the Corporation such that following such acquisition, such person or group becomes the direct or indirect Beneficial Owner of shares of the Corporation’s capital stock representing more than fifty percent (50%) of the combined voting power of all of the then outstanding shares of all classes and series of capital stock of the Corporation;

(ii) any transaction or series of related transactions in connection with which (whether by means of merger, consolidation, share exchange, combination, reclassification, recapitalization, acquisition or otherwise) a majority of the Corporation’s capital stock is exchanged for, converted into, acquired for, or constitutes solely the right to receive, other securities, cash or other property; provided, however, that any merger, consolidation, share exchange or combination of the Corporation pursuant to which the Person or Persons that directly or indirectly Beneficially Owned all classes and series of the Corporation’s capital stock immediately before such transaction directly or indirectly Beneficially Own, immediately after such transaction, more than fifty percent (50%) of all classes or series of capital stock of the surviving, continuing or acquiring company or other transferee, as applicable, or the parent thereof, in substantially the same proportions vis-à-vis each other as immediately before such transaction, will be deemed not to be a Change of Control pursuant to this clause (ii); or

(iii) the sale, exchange, lease, or transfer of all or substantially all of the Corporation’s assets, determined on a consolidated basis (other than a sale, exchange, lease, or transfer to one or more entities where the stockholders of the Corporation immediately before such sale, exchange or transfer retain, directly or indirectly, at least a majority of the beneficial interest in the voting stock of the entities to which the assets were transferred, in substantially the same proportions vis-à-vis each other as immediately before such transaction).

(q) “Close of Business” means 5:00 p.m., New York City time.

(r) "Code" has the meaning set forth in Section 17.

(s) "Common Stock" means the common stock, \$0.001 par value per share, of the Corporation.

(t) "Consolidated Debt" has the meaning given to such term or any analogous term in the Credit Agreement then in effect; provided, that if a Credit Agreement is no longer in effect, "Consolidated Debt" shall have the meaning set forth in the Credit Agreement as most recently in effect.

(u) "Consolidated EBITDA" has the meaning given to such term or any equivalent term in the Credit Agreement then in effect; provided, that if a Credit Agreement is no longer in effect, "Consolidated EBITDA" shall have the meaning set forth in the Credit Agreement as most recently in effect. Except as otherwise set forth herein, "Consolidated EBITDA" shall be measured over the 12-month period that includes the most recent four fiscal quarters for which financial statements of the Corporation are available.

(v) "Consolidated Leverage Ratio" means, as of any date, the ratio of (x) Consolidated Debt to (y) Consolidated EBITDA for the most recent four fiscal quarters for which financial statements of the Corporation are available.

(w) "Constituent Person" has the meaning set forth in Section 7(j)(iii).

(x) "Conversion Price" means five dollars and twenty-five cents (\$5.25) per share of Common Stock, subject to adjustment as described in Section 7(g).

(y) "Conversion Rate" means the number of shares of Common Stock into which each share of Series A may be converted, equal to the Stated Amount of the shares of Series A being converted *divided by* the Conversion Price.

(z) "Corporation" has the meaning set forth in the Preamble.

(aa) "Credit Agreement" means that certain Credit Agreement, dated as of April 30, 2021, among the Corporation, Garrett LX I S.À R.L., Garrett Motion Holdings, Inc., Garrett Motion SÀRL, the lenders and issuing banks party thereto and JPMorgan Chase Bank, N.A., as amended, restated, amended and restated, modified or otherwise supplemented from time to time, or any replacement or successor thereto that is at the applicable time of determination the senior secured credit facility of the Corporation with the largest amount of undrawn commitments plus aggregate principal amount outstanding.

(bb) "Disinterested Directors" means all members of the Board of Directors other than any member of the Board of Directors who is, or is an employee, director, officer, partner, member or stockholder of, or is otherwise Affiliated or Associated with, any Person who Beneficially Owns shares of Series A with an aggregate Series A Fair Market Value greater than or equal to \$50,000.

(cc) "Disinterested Directors' Committee" shall mean a duly convened committee comprised solely of each of the Disinterested Directors.

(dd) “Distribution” shall mean the transfer of cash or other property (including capital stock of the Corporation or rights to acquire capital stock of the Corporation) without consideration whether by way of dividend or otherwise, other than: (i) repurchases of Common Stock (or securities convertible into Common Stock) in individually negotiated transactions or (ii) any other repurchases or redemptions of capital stock of the Corporation approved by (A) the holders of a majority of the outstanding shares of capital stock of the Corporation entitled to vote on matters on which holders of Common Stock are entitled to vote and (B) a Majority In Interest.

(ee) “Dividend Junior Stock” has the meaning set forth in Section 4(c).

(ff) “Dividend Parity Stock” has the meaning set forth in Section 4(c).

(gg) “Dividend Senior Stock” means any future class of Preferred Stock established hereafter by the Board of Directors with the approval of a Majority In Interest in accordance with Section 8(c)(i), the terms of which expressly provide that such class ranks senior to the Series A as to the right to payment of dividends.

(hh) “DTC” means The Depository Trust Company.

(ii) “Effective Date” means April 30, 2021.

(jj) “Exchange Act” means the U.S. Securities Exchange Act of 1934, as amended.

(kk) “Exchange Property” has the meaning set forth in Section 7(j)(iii).

(ll) “Fallback Exchange” means the principal U.S. national or regional securities exchange other than a Principal Exchange on which the Common Stock is then listed or, if the Common Stock is not then listed on a U.S. national or regional securities exchange, the principal other market on which the Common Stock is then traded.

(mm) “Family Member” means with respect to an individual (i) such individual’s parent, grandparent, any present or former spouse, children and siblings, whether by blood, marriage or adoption, and any issue of the foregoing, (ii) the trustees of any trust now or hereafter in existence from which or as to which any individual or individuals described in clause (i) of this definition shall be entitled to receive all or part of the income or shall be a remainderman or remaindermen and (iii) in the event of such individual’s death, such individual’s heirs, executors, administrators, testamentary transferees, legatees and beneficiaries.

(nn) “Holder” shall mean the person or entity in which the Series A is registered on the books of the Corporation, which shall initially be the person or entity which such Series A is issued to, and shall thereafter be permitted and legal assigns which the Corporation is notified of by the Holder and which the Holder has provided a valid legal opinion in connection therewith to the Corporation and to whom such shares are legally transferred.

(oo) “Holder Conversion” has the meaning set forth in Section 7(a).

(pp) “Holder Conversion Date” has the meaning set forth in Section 7(a).

(qq) “Indebtedness” has the meaning given to such term or any analogous term in the Credit Agreement then in effect; provided, that if a Credit Agreement is no longer in effect, “Indebtedness” shall have the meaning set forth in the Credit Agreement as most recently in effect.

(rr) "Liquidation Entitlement" means, as of any date with respect to each share of Series A, the greater of (1) (a) the Stated Amount *plus* (b) the aggregate amount of cumulative unpaid Preference Dividends (whether or not authorized or declared) as of such date and (2) (a) the amount the Holders of Series A would receive if such shares were converted immediately prior to the Liquidation Event into Common Stock pursuant to Section 7(c) *plus* (b) the aggregate amount of cumulative unpaid Preference Dividends (whether or not authorized or declared) as of such date.

(ss) "Liquidation Event" means any voluntary or involuntary liquidation, dissolution or winding-up of the Corporation.

(tt) "Liquidation Junior Stock" has the meaning set forth in Section 5.

(uu) "Liquidation Parity Stock" has the meaning set forth in Section 5.

(vv) "Liquidation Parity Stock Liquidation Preference" has the meaning set forth in Section 6(a).

(ww) "Liquidation Senior Stock" has the meaning set forth in Section 5.

(xx) "Majority In Interest" means Holders holding a majority of the then issued and outstanding shares of Series A.

(yy) "Market Disruption Event" means (i) a failure by the Principal Exchange or Fallback Exchange, as applicable, to open for trading during its regular trading session or (ii) the occurrence or existence prior to 1:00 p.m. New York City time on any day on which the Principal Exchange or Fallback Exchange, as applicable, is open for trading for more than one half-hour period in the aggregate during regular trading hours of any suspension or limitation imposed on trading (by reason of movements in price exceeding limits permitted by the Principal Exchange or Fallback Exchange, as applicable, or otherwise) in the Common Stock or in any options contracts or futures contracts relating to the Common Stock.

(zz) "Notice of Holder Conversion" has the meaning set forth in Section 7(a).

(aaa) "Over-the-Counter Market" means OTCQX or OTCQB of OTC Markets and the Over-the-Counter Bulletin Board of Financial Industry Regulatory Authority (or any of their respective successors).

(bbb) "Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or other agency or political subdivision thereof. Any division or series of a limited liability company, limited partnership or trust will constitute a separate "Person" under this Certificate of Designations.

(ccc) "Preference Dividends" has the meaning set forth in Section 4(a).

(ddd) "Preference Dividend Payment Date" has the meaning set forth in Section 4(a).

(eee) "Preference Dividend Period" has the meaning set forth in Section 4(a).

(fff) "Preferred Stock" means the Series A, the Series B, and any future series of preferred stock of the Corporation authorized in accordance with the terms of this Certificate of Designations.

(ggg) "Principal Exchange" means the Nasdaq Global Select Market (or any of its successors).

(hhh) "Redemption" has the meaning set forth in Section 9(a).

(iii) "Redemption Date" has the meaning set forth in Section 9(c).

(jjj) "Redemption Notice" has the meaning set forth in Section 9(d).

(kkk) "Redemption Price" has the meaning set forth in Section 9(a).

(lll) "Reorganization Event" has the meaning set forth in Section 7(j)(iii).

(mmm) "Securities Act" means the U.S. Securities Act of 1933, as amended.

(nnn) "Series A" has the meaning set forth in Section 1.

(ooo) "Series A Fair Market Value" means, with respect to each share of Series A, the arithmetic average of the volume-weighted average prices for a share on the principal United States securities exchange or automated quotation system on which shares of Series A trade, as reported by Bloomberg (or, if Bloomberg ceases to publish such price, any successor service chosen by the Corporation) in respect of the ten (10) Trading Days preceding the date of determination or, if the Series A is not traded on any such exchange or automated quotation system, such value as is determined in good faith by the Board of Directors.

(ppp) "Series B" means the Series B Preferred Stock, \$0.001 par value per share, of the Corporation.

(qqq) "Stated Amount" means, in respect of each share of Series A, five dollars and twenty-five cents (\$5.25) per share, and, in respect of any other series of capital stock, the stated amount per share specified in the Certificate of Incorporation or applicable certificate of designations.

(rrr) "Subsidiary" means, with respect to any Person, any other Person of which a majority of the securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time Beneficially Owned, or the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by such first Person. Unless otherwise specified, all references herein to a "Subsidiary" or to "Subsidiaries" shall refer to a Subsidiary or Subsidiaries of the Corporation.

(sss) "Trading Day" means a day on which (i) no Market Disruption Event occurs and (ii) trading in the Common Stock occurs on the Principal Exchange or, if the shares of Common Stock are not listed on a Principal Exchange, the Fallback Exchange; provided that if the Common Stock is not so listed or traded, then "Trading Day" means a Business Day.

Section 4. Dividends. The Series A shall not accrue any dividends except as provided in this Section 4.

(a) Preference Dividends. Holders of Series A shall be entitled to receive, when, as and if declared by the Disinterested Directors' Committee out of funds legally available therefor, cumulative cash dividends at the annual rate of eleven percent (11%) of (x) the Stated Amount per share plus (y) the amount of any accrued and unpaid dividends on each such share as of the last Preference Dividend Payment Date (as defined below) (collectively, the "Preference Dividends"), accumulating on a daily basis and payable quarterly on January 1, April 1, July 1 and October 1, respectively, in each year (or, if any such date is not a Business Day, on the next succeeding Business Day, without any adjustment in the amount paid) (each, a "Preference Dividend Payment Date") with respect to the period from and including the last Preference Dividend Payment Date (or the Effective Date, with respect to the first quarterly period) to and including the day preceding such respective dividend payment date (or portion thereof) (the "Preference Dividend Period") to holders of record on the respective date, not more than sixty (60) nor less than ten (10) days preceding the Preference Dividend Payment Date, fixed for that purpose by the Disinterested Directors' Committee in advance of payment of each particular Preference Dividend. The amount of the Preference Dividend for each Preference Dividend Period (or portion thereof) will be calculated on the basis of a 360-day year consisting of twelve 30-day months. The Corporation shall not pay any additional interest, fee, penalty or other amount in respect of any Preference Dividend that may be in arrears on the Series A. Notwithstanding the foregoing, the Disinterested Directors' Committee shall not declare a Preference Dividend at any time when Consolidated EBITDA for the most recent four fiscal quarters for which financial statements of the Corporation are available is less than \$425,000,000. Preference Dividends shall accumulate whether or not (i) the Corporation has earnings; (ii) there are funds legally available for the payment of those dividends; or (iii) those dividends are authorized or declared.

(b) Participating Dividends. In addition to any cash dividends which may be declared and paid to Holders pursuant to Section 4(a), the Holders shall, as Holders of Series A, be entitled to such dividends paid and other Distributions made to the holders of Common Stock to the same extent as if such Holders had converted the Series A into Common Stock (without regard to any limitations on conversion herein or elsewhere) and had held such shares of Common Stock on the record date for such dividends and Distributions. Payments under the preceding sentence shall be made concurrently with the dividend or Distribution to the holders of Common Stock.

(c) Priority of Dividends. So long as any share of Series A remains outstanding, no dividend whatsoever shall be paid or declared and no Distribution shall be made on any class of Common Stock or any future class of Preferred Stock established hereafter by the Board of Directors (other than Dividend Parity Stock or Dividend Senior Stock) (collectively, referred to as the "Dividend Junior Stock"), other than a dividend payable solely in Dividend Junior Stock, and no shares of Dividend Junior Stock shall be purchased, redeemed or otherwise acquired for consideration by the Corporation, directly or indirectly (other than as a result of a reclassification of junior stock for or into junior stock, or the exchange or conversion of one share of Dividend Junior Stock for or into another share of Dividend Junior Stock, and other than through the use of the proceeds of a substantially contemporaneous sale of other shares of Dividend Junior Stock), unless (i) all cumulative accrued and unpaid Preference Dividends on all outstanding shares of Series A have been paid in full and the full dividend thereon for the then current Preference Dividend Period has been paid or declared and set aside for payment and (ii) all prior redemption requirements with respect to Series A have been complied with. When Preference Dividends are not paid in full upon the shares of Series A and any future class of Preferred Stock established hereafter by the Board of Directors with the vote or written consent of a Majority In Interest, the terms of which expressly provide that such class ranks *pari passu* with the Series A as to rights to payment of dividends (collectively, referred to as the "Dividend Parity Stock"), all Preference Dividends declared upon shares of Series A and all dividends declared upon Dividend Parity Stock shall be declared *pro rata* so that the respective amounts of such dividends shall bear the same ratio to each other as all accrued but unpaid Preference Dividends per share on the shares of Series A and all accrued but unpaid dividends per share on all such Dividend Parity Stock bear to each other. Subject to the foregoing and subject to Section 4(b), the Corporation may pay such dividends (payable in cash, stock or otherwise) as may be declared by the Board of Directors on any Dividend Junior Stock from time to time out of any funds legally available therefor.

Section 5. Ranking. The Series A shall, with respect to the right to be paid the Liquidation Entitlement upon the occurrence of a Liquidation Event (as provided in Section 6 below), rank (i) senior to (A) all classes of Common Stock, (B) the Series B, (C) any future class of Preferred Stock established hereafter by the Board of Directors (other than Liquidation Parity Stock or Liquidation Senior Stock established in accordance with Section 8(c)(i) or Section 8(c)(ii)) (the classes referred to in the foregoing clauses (A) through (C), collectively, referred to as the "Liquidation Junior Stock"), (ii) *pari passu* with any future class of Preferred Stock established hereafter by the Board of Directors in accordance with Section 8(c)(ii), the terms of which expressly provide that such class ranks *pari passu* with the Series A as to rights on the occurrence of a Liquidation Event (collectively, referred to as the "Liquidation Parity Stock") and (iii) junior to any future class of Preferred Stock established hereafter by the Board of Directors in accordance with Section 8(c)(i), the terms of which expressly provide that such class ranks senior to the Series A as to rights on the occurrence of a Liquidation Event (collectively, referred to as "Liquidation Senior Stock"). For the avoidance of doubt, this Section 5 shall not prohibit the Corporation from making any redemption payments on the Series B in accordance with the Series B Certificate of Designations.

Section 6. Liquidation Event Rights.

(a) *Payment of Aggregate Liquidation Entitlement.* In the event of the occurrence of any Liquidation Event, before any Distribution or payment out of the assets of the Corporation may be made to or set aside for the holders of any Liquidation Junior Stock, the Holders of Series A will be entitled to receive out of the assets of the Corporation legally available for distribution to its stockholders an amount equal to the Aggregate Liquidation Entitlement. If, after payment of any liquidation preferences otherwise payable to holders of any Liquidation Senior Stock in respect of any Distribution upon the occurrence of a Liquidation Event, and subject to applicable Law, the assets of the Corporation are not sufficient to pay all Holders of Series A the Aggregate Liquidation Entitlement in full and to pay all holders of any Liquidation Parity Stock the amounts otherwise payable to such holders in respect of any Distributions upon the occurrence of a Liquidation Event (a "Liquidation Parity Stock Liquidation Preference"), then the amounts paid to the Holders of Series A and to the holders of all Liquidation Parity Stock shall be *pro rata* in accordance with the respective Aggregate Liquidation Entitlement and the Liquidation Parity Stock Liquidation Preferences of such Liquidation Parity Stock.

(b) *Residual Distributions.* If the Liquidation Entitlement has been paid in full to all Holders of Series A, all Liquidation Parity Stock Liquidation Preferences, if any, have been paid in full to all holders of any Liquidation Parity Stock, and all other applicable liquidation preferences have been paid to holders of Liquidation Junior Stock which is senior to the Common Stock with respect to rights upon the occurrence of a Liquidation Event, then holders of Common Stock shall be entitled to receive any and all assets remaining legally available for distribution to the Corporation's stockholders.

(c) *Merger, Consolidation and Sale of Assets Not Liquidation*. For purposes of this Certificate of Designations, the merger, consolidation or other business combination of the Corporation with or into any other corporation, including a transaction in which the Holders of Series A receive cash or property for their shares, or the sale, conveyance, lease, exchange or transfer (for cash, shares of stock, securities or other consideration) of all or substantially all of the assets of the Corporation, shall not constitute a Liquidation Event.

Section 7. Conversion.

(a) *Conversion at the Option of the Holders*. Each share of Series A shall be convertible, at the option of the Holder thereof (a "Holder Conversion"), effective on January 1, April 1, July 1 and October 1 in each year (or, if any such date is not a Business Day, on the next succeeding Business Day, without any adjustment in the Additional Payment Amount), or on the third Business Day prior to a Redemption Date (provided, that the Corporation shall have received the Notice of Holder Conversion prior to the Close of Business on the Business Day prior to such Redemption Date) (any such date, the "Holder Conversion Date") into fully-paid, non-assessable shares of Common Stock at the Conversion Rate then in effect. In order to effectuate the Holder Conversion, the Holder must provide the Corporation a written notice of conversion in the form of Annex A hereto (the "Notice of Holder Conversion"). The Notice of Holder Conversion must be received by the Corporation (or, in the discretion of the Corporation, the transfer agent) no later than (A) with respect to any Holder Conversion Date scheduled to fall on January 1, April 1, July 1 or October 1 of any year, ten (10) Business Days prior to the applicable Holder Conversion Date or (B) with respect to any Holder Conversion Date falling on the third Business Day prior to a Redemption Date, prior to the Close of Business on the Business Day prior to such Redemption Date.

(b) *Mechanics of Holder Conversion*. A Holder of Series A that has validly effected a Notice of Holder Conversion shall be deemed to be the holder of record of the Common Stock issuable upon such conversion as of the applicable Holder Conversion Date, notwithstanding that certificates (if any) representing such shares of Series A shall not have been surrendered at the office of the Corporation, that notice from the Corporation shall not have been received by any Holder of record of shares of Series A, or that the certificates evidencing such shares of Common Stock shall not then be actually delivered to such Holder. In order to effect a Holder Conversion, a Holder shall deliver an original copy of the fully executed Notice of Holder Conversion to the transfer agent: Equiniti Trust Company, PO Box 64858 St Paul, MN 55164-0858, or such other address as the Corporation may specify for such purposes. Notwithstanding the foregoing, if beneficial interests in shares of Series A are held through DTC or any other similar facility, a copy of the Notice of Holder Conversion may be given by the applicable Holders of Series A at such time and in any manner permitted by such facility. Dividends payable on shares of Series A surrendered for conversion during the period from the Close of Business on any record date for the payment of a dividend on such shares to the opening of business on the date of payment of such dividend shall be payable to the holder of record of such shares as of such record date notwithstanding such conversion. Except as otherwise expressly set forth herein, no payment or adjustment shall be made upon any conversion of shares of Series A on account of any dividends accumulated on such shares or on account of any dividends accumulated on the shares of Common Stock issued upon such conversion.

(c) *Automatic Conversion.* Each share of Series A shall, on the third Trading Day following the date on which the Corporation delivers an Automatic Conversion Event Notice (the "Automatic Conversion Date") automatically be converted into fully-paid, non-assessable shares of Common Stock at the Conversion Rate then in effect on the Automatic Conversion Date, without any further action by the Holders of such shares and whether or not certificates representing such shares are surrendered to the Corporation or its transfer agent.

(d) *Mechanics of Automatic Conversion.* Within ten (10) Business Days following the occurrence of an Automatic Conversion Event, the Corporation shall deliver a notice to the Holders of outstanding Series A stating that an Automatic Conversion Event has occurred and stating the Conversion Rate in effect as of the Automatic Conversion Date (the "Automatic Conversion Event Notice"). On the Automatic Conversion Date, each Holder of Series A shall be deemed to be the holder of record of the Common Stock issuable upon such conversion, notwithstanding that the certificates (if any) representing such shares of Series A shall not have been surrendered at the office of the Corporation, that notice from the Corporation shall not have been received by any Holder of record of shares of Series A, or that the certificates evidencing such shares of Common Stock shall not then be actually delivered to such Holder. Dividends payable on shares of Series A surrendered for conversion during the period from the Close of Business on any record date for the payment of a dividend on such shares to the opening of business on the date of payment of such dividend shall be payable to the holder of record of such shares as of such record date notwithstanding such conversion. Except as otherwise expressly set forth herein, no payment or adjustment shall be made upon any conversion of shares of Series A on account of any dividends accrued on such shares or on account of any dividends accrued on the shares of Common Stock issued upon such conversion.

(e) *Reservation of Shares, Etc.* The Corporation shall at all times reserve and keep available, free from preemptive rights, out of its authorized but unissued Common Stock, solely for the purpose of effecting the conversion of shares of Series A, the full number of shares of Common Stock that would then be deliverable upon the conversion of all shares of Series A then outstanding. If any shares of Common Stock required to be reserved for purposes of conversion of the Series A hereunder require registration with or approval of any governmental authority under any Federal or State law before such shares may be issued or freely transferred upon conversion, the Corporation will in good faith and as expeditiously as possible endeavor to cause such shares to be duly registered or approved as the case may be. If the Common Stock is quoted on the Nasdaq Global Select Market, New York Stock Exchange, or any other U.S. national securities exchange, the Corporation will, if permitted by the rules of such exchange, list and keep listed on such exchange, upon official notice of issuance, all shares of Common Stock issuable upon conversion of the Series A. Notwithstanding the foregoing, the reference to listing in the third sentence of this paragraph shall apply only when the Series A shall have become freely transferable under the federal securities laws.

(f) *No Fractional Shares.* No fractional shares of Common Stock shall be issued upon conversion of Series A. If a number of shares of Series A (evidenced by one or more certificates) shall be surrendered for conversion at one time by the same holder, the number of full shares issuable upon conversion thereof shall be computed on the basis of the aggregate number of shares of Series A being converted at such time by such holder. Instead of any fractional share of Common Stock that would otherwise be issuable to a holder upon conversion of any shares of Series A, the Corporation shall pay a cash adjustment in respect of such fractional share of Common Stock assuming each share of Common Stock has a value equal to the Additional Shares Fair Market Value.

(g) Adjustment of Conversion Price. In the event that outstanding shares of Common Stock shall be subdivided or split into a greater number of shares of Common Stock, the Conversion Price in effect at the opening of business on the day following the day upon which such subdivision becomes effective shall be proportionately reduced, and conversely, in case outstanding shares of Common Stock shall each be combined into a smaller number of shares of Common Stock, the Conversion Price in effect at the opening of business on the day following the day upon which such combination becomes effective shall be proportionately increased, such reduction or increase, as the case may be, to become effective immediately after the opening of business on the day following the day upon which such subdivision or combination becomes effective. Notwithstanding the foregoing, the Corporation shall not make any adjustment to the Conversion Price if Holders of the Series A have the opportunity to participate, at the same time and upon the same terms as holders of Common Stock and solely as a result of holding Series A, in any transaction described in this Section 7(g), without having to convert their shares of Series A, as if they held a number of shares of Common Stock issuable to such Holder at the Conversion Price.

(h) Calculation of Adjustments. All adjustments to the Conversion Price shall be calculated by the Corporation to the nearest 1/100th of a cent and all conversions based thereon shall be calculated by the Corporation to the nearest 1/10,000th of one share of Common Stock (or if there is not a nearest 1/10,000th of a share, to the next lower 1/10,000th of a share). No adjustment to the Conversion Price will be required unless such adjustment would require an increase or decrease to the Conversion Price of at least \$0.0100; provided, however, that any such adjustment that is not required to be made will be carried forward and taken into account in any subsequent adjustment; provided, further that any such adjustment of less than \$0.0100 that has not been made will be made upon any Holder Conversion Date or Automatic Conversion Date or redemption or repurchase date.

(i) Successive Adjustments. After an adjustment to the Conversion Price under this Section 7, any subsequent event requiring an adjustment under this Section 7 shall cause an adjustment to each such Conversion Price as so adjusted.

(j) Reorganization Events. In the event of:

(i) any reclassification, statutory exchange, merger, consolidation or other similar business combination of the Corporation with or into another Person, in each case, pursuant to which at least a majority of the Common Stock is changed or converted into, or exchanged for, cash, securities or other property of the Corporation or another Person;

(ii) any sale, transfer, lease or conveyance to another Person of all or a majority of the property and assets of the Corporation, in each case pursuant to which the Common Stock is converted into cash, securities or other property; or

(iii) any statutory exchange of securities of the Corporation with another Person (other than in connection with a merger or acquisition) or reclassification, recapitalization or reorganization of the Common Stock into other securities;

other than, in each case, any such transaction that constitutes a Change of Control, with respect to which, for the avoidance of doubt, the provisions of Section 9 shall apply (each of which is referred to as a “Reorganization Event”), each share of Series A outstanding immediately prior to such Reorganization Event will, without the consent of the Holders and subject to Section 7(l) and Section 8(c), remain outstanding but shall become convertible into, out of funds legally available therefor, the number, kind and amount of securities, cash and other property (the “Exchange Property”) (without any interest on such Exchange Property and without any right to dividends or distribution on such Exchange Property which have a record date that is prior to the applicable Holder Conversion Date or Automatic Conversion Date) that the Holder of such share of Series A would have received in such Reorganization Event had such Holder converted its shares of Series A into the applicable number of shares of Common Stock immediately prior to the effective date of the Reorganization Event using the Conversion Price applicable immediately prior to the effective date of the Reorganization Event, assuming that the Corporation elected to issue Additional Shares in connection with such conversion and including such shares for the foregoing purposes; provided that the foregoing shall not apply if such Holder is a Person with which the Corporation consolidated or into which the Corporation merged or which merged into the Corporation or to which such sale or transfer was made, as the case may be (any such Person, a “Constituent Person”), to the extent such Reorganization Event provides for different treatment of Common Stock held by such Constituent Persons. If the kind or amount of securities, cash and other property receivable upon such Reorganization Event is not the same for each share of Common Stock held immediately prior to such Reorganization Event by a Person (other than a Constituent Person), then for the purpose of this Section 7(j), the kind and amount of securities, cash and other property receivable upon conversion following such Reorganization Event will be deemed to be the weighted average of the types and amounts of consideration received by the holders of Common Stock.

(k) Successive Reorganization Events. The above provisions of Section 7(j) shall similarly apply to successive Reorganization Events and the provisions of Section 7(g) shall apply to any shares of capital stock of the Corporation received by the holders of the Common Stock in any such Reorganization Event.

(l) Reorganization Event Agreements. The Corporation shall not enter into any agreement for a transaction constituting a Reorganization Event unless (i) such agreement provides for or does not interfere with or prevent (as applicable) conversion of the Series A into the Exchange Property in a manner that is consistent with and gives effect to Section 7(j), and (ii) to the extent that the Corporation is not the surviving corporation in such Reorganization Event or will be dissolved in connection with such Reorganization Event, proper provision shall be made in the agreements governing such Reorganization Event for the conversion of the Series A into stock of the Person surviving such Reorganization Event or such other continuing entity in such Reorganization Event.

(m) Notice of Adjustments. Whenever the Conversion Price is adjusted as herein provided, the Corporation shall prepare, and shall keep at the Corporation’s principal offices, and shall make available to any Holder upon request, a statement showing in reasonable detail the facts requiring such adjustment and the Conversion Rate that shall be in effect after such adjustment, and the Corporation shall also cause a notice stating that the Conversion Price has been adjusted and setting forth the adjusted Conversion Price shall forthwith be required, and as soon as practicable after it is required such notice shall be mailed by the Corporation to all Holders of Series A, at their last addresses as they shall appear upon the stock transfer books of the Corporation.

(n) *Additional Payment Amount: Additional Conversion Shares.* Upon conversion of any share of Series A, the Holder thereof shall receive a payment in cash in an amount equal to the amount of cumulative unpaid Preference Dividends (whether or not authorized or declared) as of the Holder Conversion Date or Automatic Conversion Date, as applicable (the "Additional Payment Amount"); provided, that the Corporation may elect, in its sole discretion, in lieu of the payment of the Additional Payment Amount, to issue to such Holder an additional number of fully-paid, non-assessable shares of Common Stock equal to the Additional Payment Amount *divided by* the lesser of (i) the Additional Shares Fair Market Value and (ii) the fair market value of the Common Stock at the time of such conversion as determined in good faith by the Board of Directors (the "Additional Shares"). The payment of the Additional Payment Amount, or the issuance of the Additional Shares, as applicable, shall be made on or before the tenth (10th) Business Day following the Automatic Conversion Date or the date on which the Notice of Holder Conversion is actually received by the Corporation, as applicable.

Section 8. Voting Rights.

(a) *General.* The Holders of Series A will have no voting rights except as set forth below or in the Certificate of Incorporation or as otherwise required by law.

(b) *Right to Vote with Holders of Common Stock.* Subject to the other provisions of, and without limiting the other voting rights provided in, this Section 8, and except as provided in the Certificate of Incorporation or required by the Delaware General Corporation Law, the Holders will have the right to vote together as a single class with the holders of the Common Stock on each matter submitted for a vote or consent by the holders of the Common Stock, and, solely for these purposes, (i) the Series A of each Holder will entitle such Holder to cast a number of votes on such matter equal to the number of votes such Holder would have been entitled to cast if such Holder were the holder of record, as of the record date or, if there is no record date, other relevant date for such matter, of a number of shares of Common Stock equal to the whole number of shares of Common Stock that would be issuable upon conversion of such Series A assuming such Series A were converted in connection with an Automatic Conversion Event occurring on such record date or, if there is no record date, other relevant date; in each case assuming that the Corporation elected to issue Additional Shares in connection with such conversion and including such shares for the foregoing purposes (provided, that for the purposes of this Section 8(b), the number of Additional Shares shall not be greater than an amount equal to the Additional Payment Amount *divided by* \$1.00) and (ii) the Holders will be entitled to notice of all stockholder meetings or proposed actions by written consent in accordance with the Certificate of Incorporation, the Bylaws, and the Delaware General Corporation Law as if the Holders were holders of Common Stock. For the avoidance of doubt, no Holder of Series A will be treated as the holder of the shares of Common Stock issuable upon conversion of such Series A except as set out in Section 7.

(c) *Other Voting Rights.* So long as any shares of Series A are outstanding, in addition to any other vote or consent of stockholders required by law or by the Certificate of Incorporation, the approval of a Majority In Interest, voting as a class, given in person or by proxy, either in writing without a meeting or by vote at any meeting called for the purpose, will be necessary for:

(i) effecting or validating any amendment, modification or alteration of the Certificate of Incorporation (whether by merger, consolidation or otherwise) to authorize or create, or increase the authorized amount of, any shares of any class or series or any securities convertible into shares of any class or series of capital stock of the Corporation ranking senior to or *pari passu* with Series A with respect to the payment of the Preference Dividend or payment of the Liquidation Entitlement upon the occurrence of a Liquidation Event;

(ii) any increase in the authorized number of shares of Series A, Dividend Parity Stock or Liquidation Parity Stock or issuance of shares of Series A, Dividend Parity Stock or Liquidating Parity Stock after the date hereof;

(iii) effecting or validating any amendment, alteration or repeal (whether by merger, consolidation or otherwise) of any provision of the Certificate of Incorporation (including this Certificate of Designations and any other certificate of designations of the Corporation) or Bylaws that would have an adverse effect on the rights, preferences, privileges or voting power of the Series A or the Holders thereof in any material respect; provided, that for the avoidance of doubt, any merger, consolidation, or similar transaction shall not be deemed to have such an adverse effect so long as (A) the Series A remains outstanding with the terms thereof materially unchanged or the holders of the Series A receive equity securities with rights, preferences, privileges and voting power substantially the same as those of the Series A, and (B) the provisions of the certificate of incorporation or bylaws (or equivalent governing documents) of the surviving entity or successor entity in such transaction do not differ from the Certificate of Incorporation or Bylaws in any manner that would have an adverse effect on the rights, preferences, privileges or voting power of the Series A or such replacement equity securities or the Holders thereof in any material respect; provided, further, to the extent that the Corporation duly consummated its Redemption rights in connection with a Change of Control pursuant to Section 9 prior to the occurrence of such Change of Control, the Holders shall not have voting rights hereunder in respect of any amendment, alteration or repeal relating to such transaction; or

(iv) any action or inaction that would reduce the Stated Amount of any share of Series A (including, but not limited to, any reverse stock split, combination, or other adjustment).

Section 9. Redemption at the Option of the Corporation.

(a) Generally. The Series A will not be redeemable by the Corporation except that, subject to the other terms of this Section 9, the Corporation may, at its election, redeem all but not less than all of the outstanding shares of Series A (i) at any time following April 30, 2027 or (ii) in connection with the consummation of a Change of Control, in either case on the applicable Redemption Date (the "Redemption") for a cash purchase price equal to the Stated Amount *plus* cumulative unpaid Preference Dividends (whether or not authorized or declared) as of the Redemption Date (the "Redemption Price").

(b) Redemption Prohibited in Certain Circumstances. The Corporation will not call for Redemption, or otherwise send a Redemption Notice in respect of the Redemption of, any Series A pursuant to this Section 9 unless the Corporation has sufficient funds legally available to fully pay the Redemption Price in respect of all shares of Series A called for Redemption.

(c) Redemption Date. The "Redemption Date" for any Change of Control will be a Business Day of the Corporation's choosing on or after the date that such Change of Control is consummated that is no more than sixty (60), nor less than ten (10), calendar days after the date the Corporation sends the related Redemption Notice pursuant to Section 9(d).

(d) Redemption Notice. Upon the election by the Corporation to call the Series A for Redemption pursuant to Section 9(a), the Corporation will send to each Holder a notice of such Redemption (a "Redemption Notice"). Such Redemption Notice must state:

(i) that the Series A has been called for Redemption;

(ii) briefly, if applicable, the events causing the Change of Control giving rise to the Corporation's right to elect to redeem and the expected consummation date for the Change of Control;

(iii) the Redemption Price per share of Series A;

(iv) that any Series A called for Redemption may be converted pursuant to Section 7 on or before the third Business Day prior to the Redemption Date (provided, that the Corporation shall have received the Notice of Holder Conversion prior to the Close of Business on the Business Day prior to the Redemption Date); and

(v) the Conversion Rate in effect on the date such Redemption Notice was sent.

(e) *Payment of the Redemption Price.* The Corporation will cause the Redemption Price for each share of Series A called for Redemption to be paid to the Holder thereof on the applicable Redemption Date.

Section 10. Incurrence of Certain Indebtedness. The Corporation shall not, and shall cause its Subsidiaries that are "restricted subsidiaries" (or such similarly classified Subsidiaries under the Credit Agreement) not to, create, incur, assume or permit to exist any Indebtedness except:

(i) for Indebtedness that is not prohibited from being created, incurred, assumed or permitted to exist pursuant to the terms of the Credit Agreement;

(ii) for Indebtedness created, incurred, assumed or permitted to exist with the approval of a Majority In Interest; or

(iii) to the extent that the Consolidated Leverage Ratio, calculated on a pro forma basis in accordance with the terms of the Credit Agreement, would not exceed 3.00:1.00.

Section 11. Expenses. In any action at law or suit in equity to enforce this Certificate of Designations or the rights of any Holder hereunder, the prevailing party in such action or suit (as determined by a court of competent jurisdiction) shall be entitled to recover its reasonable out-of-pocket attorneys' fees and all other reasonable and documented out-of-pocket costs and expenses incurred in such action or suit.

Section 12. Record Holders. To the fullest extent permitted by applicable law, the Corporation and the transfer agent for the Series A may deem and treat the record holder of any share of Series A as the true and lawful owner thereof for all purposes, and neither the Corporation nor such transfer agent shall be affected by any notice to the contrary.

Section 13. Notices. All notices or communications in respect of the Series A will be sufficiently given if given in writing and delivered in person or by first class mail, postage prepaid, or if given in such other manner as may be permitted in this Certificate of Designations, in the Certificate of Incorporation or Bylaws or by applicable law.

Section 14. No Other Rights or Privileges. The shares of Series A will not have any voting powers, preferences or relative, participating, optional or other special rights, or qualifications, limitations or restrictions thereof, other than as set forth herein or in the Certificate of Incorporation.

Section 15. Certificates. The Corporation may at its option issue shares of Series A without certificates.

Section 16. Technical, Corrective, Administrative or Similar Changes. The Corporation may, by any means authorized by law and without any vote of the Holders of shares of Series A, make technical, corrective, administrative or similar changes in this Certificate of Designations that do not, individually or in the aggregate, adversely affect the rights or preferences of the Holders of shares of Series A in any way.

Section 17. Tax Matters. The Corporation intends that the Series A not be treated as either (i) "preferred stock" for purposes of Section 305 of the Internal Revenue Code of 1986, as amended (the "Code") or (ii) receiving any constructive or deemed distribution pursuant to Section 305(c) of the Code.

Section 18. Interpretation. Whenever possible, each provision of this Certificate of Designations shall be interpreted in a manner as to be effective and valid under applicable law and public policy. If any provision set forth herein is held to be invalid, unlawful or incapable of being enforced by reason of any rule of law or public policy, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating or otherwise adversely affecting the remaining provisions of this Certificate of Designations, and a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision. No provision herein set forth shall be deemed dependent upon any other provision unless so expressed herein. If a court of competent jurisdiction should determine that a provision of this Certificate of Designations would be valid or enforceable if a period of time were extended or shortened, then such court may make such change as shall be necessary to render the provision in question effective and valid under applicable law. References herein to any payment shall mean a payment in cash in United States Dollars by wire transfer of immediately available funds to an account designated by the applicable payee.

Section 19. Enforcement. To the fullest extent permitted by law, the provisions of this Certificate of Designations shall remain in full force and effect irrespective of (i) the failure of any Person to assert any claim or demand or to enforce any right or remedy under this Certificate of Designations or otherwise or (ii) any change in the corporate existence, structure or ownership of the Corporation or any of its Affiliates, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Corporation or any of its Affiliates.

[Signature Page Follows]

IN WITNESS WHEREOF, the Corporation has caused this Certificate to be signed by Jérôme Maironi, its Senior Vice President, General Counsel and Corporate Secretary, this 30th day of April, 2021.

GARRETT MOTION INC.

By: /s/ Jerome P. Maironi

Name: Jérôme Maironi

Title: Senior Vice President, General Counsel and
Corporate Secretary

Annex A

Form of Notice of Holder Conversion

This Notice of Conversion is executed by the undersigned holder (the "**Holder**") in connection with the conversion of shares of the Series A Cumulative Convertible Preferred Stock of Garrett Motion Inc., a Delaware corporation (the "**Corporation**"), pursuant to the terms and conditions of that certain Certificate of Designations of Series A Cumulative Convertible Preferred Stock of Garrett Motion Inc. (the "**Certificate of Designations**"), approved by the Board of Directors of the Corporation on April 27, 2021. Capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Certificate of Designations.

Conversion: In accordance with and pursuant to such Certificate of Designations, the Holder hereby elects to convert the number of shares of Series A Preferred Stock indicated below into shares of Common Stock of the Corporation as of the date specified below.

Name of Holder: _____

Holder Conversion Date: _____

Number of Shares of Series A Held by Holder: _____

Amount Being Converted Hereby: _____

Preferred Shares Held After Conversion: _____

If the Shares of Series A to be converted are held through a nominee, please provide details of the brokerage account:

Broker: _____

DTC No.: _____

Acct. Name: _____

For Further Credit (if applicable): _____

Delivery of Shares: Pursuant to this Notice of Conversion, the Corporation shall deliver the applicable number of shares of Common Stock (the "**Common Shares**") issuable in accordance with the terms of the Certificate of Designations as set forth below. If Shares are to be issued in the name of a person other than the Holder, the Holder will pay all transfer taxes payable with respect thereto and is delivering herewith such certificates and opinions as reasonably requested by the Corporation in accordance therewith. No fee will be charged to the Holder for any conversion, except for such transfer taxes, if any. The Holder acknowledges and confirms that the Common Shares issued pursuant to this Notice of Conversion will, to the extent not previously registered by the Corporation under the U.S. Securities Act of 1933, as amended (the "**Securities Act**") be "restricted securities" within the meaning of Rule 144 under the Securities Act, unless the Common Shares are covered by a valid and effective registration statement under the Securities Act or this Notice of Conversion includes a valid opinion from an attorney stating that such Common Shares can be issued free of restrictive legend, which shall be determined by the Corporation in its sole discretion.

If the shares of Common Shares are to be delivered through DWAC, please provide details of the brokerage account for delivery (*Note: Common Shares that will be issued as "restricted securities" are not eligible for settlement through DWAC*):

Broker: _____
DTC No.: _____
Acct. Name: _____
For Further Credit (if applicable): _____ S

Exhibit I

GMI Series B Certificate of Designation

CERTIFICATE OF DESIGNATIONS

OF

SERIES B PREFERRED STOCK

OF

GARRETT MOTION INC.

GARRETT MOTION INC., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), DOES HEREBY CERTIFY AS FOLLOWS:

The Board of Directors of the Corporation (including any committee thereof, the "Board of Directors"), at a meeting duly called and held on April 27, 2021, adopted the following resolution creating a series of Preferred Stock of the Corporation designated as "Series B Preferred Stock":

RESOLVED, that pursuant to Section 151 of the Delaware General Corporation Law and the Certificate of Incorporation and the Bylaws, the Board of Directors hereby establishes a series of Preferred Stock, par value \$0.001 per share, of the Corporation and fixes and determines the voting powers, full or limited, or no voting powers, and such designations, preferences and relative, participating, optional or other special rights, and qualifications, limitations or restrictions thereof as follows:

Section 1. Designation. The distinctive serial designation of such series is "Series B Preferred Stock" ("Series B"). Each share of Series B shall be identical in all respects to every other share of Series B.

Section 2. Number of Designated Shares. The number of designated shares of Series B shall initially be 834,800,000. Such number may from time to time be decreased (but not below the number of shares of Series B then outstanding) by the Board of Directors. Shares of Series B that are redeemed, purchased or otherwise acquired by the Corporation shall be cancelled and shall revert to authorized but unissued shares of Preferred Stock undesignated as to series. On the date hereof, the Corporation shall issue 834,800,000 shares of Series B to Honeywell Holdings International Inc. (the "Initial Holder").

Section 3. Definitions. As used herein with respect to Series B:

(a) "Affiliate" means, with respect to any Person, any Person who, directly or indirectly, controls, is controlled by or is under common control with that Person, and the term "control" (including the terms "controlled", "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or partnership or other ownership interests, by contract (including proxy) or otherwise.

(b) "Aggregate Partial Early Redemption Price" has the meaning set forth in Section 9(a).

(c) "Aggregate Series B Liquidation Preference" means, as of any date, an amount equal to the sum of (A) the Deferred Scheduled Redemption Amount (*plus* any unpaid Deferred Interest Amount which has accrued in accordance with Section 8, Section 10(b) or Section 11(b)) *plus* (B) the Present Value.

(d) “Automatic Early Redemption” has the meaning set forth in Section 10(a).

(e) “Automatic Early Redemption Date” has the meaning set forth in Section 10(c).

(f) “Automatic Early Redemption Event” means any of the following events: (i) a Change of Control occurs, (ii) the Corporation or the Board of Directors asserts in writing that any portion of the Series B or any of the Corporation’s obligations under this Certificate of Designations is invalid or unenforceable, (iii) the indebtedness under the Credit Agreement is accelerated (and such acceleration is not rescinded prior to the Automatic Early Redemption Date), or (iv) the Corporation or any of its material Subsidiaries (defined for this purpose as any “significant subsidiary” as defined in Rule 1-02(w) of Regulation S-X) files for bankruptcy, reorganization, receivership, liquidation or similar proceedings affecting creditors’ or equity holders’ rights.

(g) “Automatic Early Redemption Notice” has the meaning set forth in Section 10(d).

(h) “Beneficial Owner” or “Beneficially Own” have the meanings assigned to such terms in Rule 13d-3 under the Exchange Act.

(i) “Board of Directors” has the meaning set forth in the Preamble.

(j) “Business Day” means each Monday, Tuesday, Wednesday, Thursday or Friday on which banking institutions in The City of New York are not authorized or obligated by law, regulation or executive order to close.

(k) “Bylaws” means the Second Amended and Restated Bylaws of the Corporation, dated as of April 30, 2021, as amended, amended and restated or otherwise modified from time to time.

(l) “Certificate of Incorporation” means the Second Amended and Restated Certificate of Incorporation of the Corporation, dated as of April 30, 2021, as amended, amended and restated or otherwise modified from time to time.

(m) “Change of Control” means any of the following events (whether in a single transaction or series of related transactions):

(i) a “person” or “group” (within the meaning of Section 13(d)(3) of the Exchange Act), other than the Corporation or any of its wholly owned subsidiaries or any of the Excluded Parties, acquires, directly or indirectly, capital stock of the Corporation such that following such acquisition, such person or group becomes the direct or indirect Beneficial Owner of shares of the Corporation’s capital stock representing more than fifty percent (50%) of the combined voting power of all of the then outstanding shares of all classes and series of capital stock of the Corporation; provided, however, that if one or more of the Excluded Parties becomes the direct or indirect Beneficial Owner of shares of the Corporation’s capital stock representing more than fifty percent (50%) of the combined voting power of all of the then outstanding shares of all classes and series of capital stock of the Corporation in a transaction pursuant to which the Common Stock ceases to be publicly listed on a national securities exchange in the United States, such transaction shall be considered a Change of Control;

(ii) any transaction or series of related transactions in connection with which (whether by means of merger, consolidation, share exchange, combination, reclassification, recapitalization, acquisition or otherwise) a majority of the Corporation's capital stock is exchanged for, converted into, acquired for, or constitutes solely the right to receive, other securities, cash or other property; provided, however, that any merger, consolidation, share exchange or combination of the Corporation pursuant to which the Person or Persons that directly or indirectly Beneficially Owned all classes and series of the Corporation's capital stock immediately before such transaction directly or indirectly Beneficially Own, immediately after such transaction, more than fifty percent (50%) of all classes or series of capital stock of the surviving, continuing or acquiring company or other transferee, as applicable, or the parent thereof, in substantially the same proportions vis-à-vis each other as immediately before such transaction, will be deemed not to be a Change of Control pursuant to this clause (ii) (provided, that, in the case where stockholders of the Corporation receive securities in another company (such company, an "Acquiror") as consideration for such transaction, such Acquiror must be publicly listed on a national securities exchange in the United States); or

(iii) the sale, exchange, lease, or transfer of all or substantially all of the Corporation's assets, determined on a consolidated basis

(n) "Common Stock" means the common stock, \$0.001 par value per share, of the Corporation.

(o) "Consolidated EBITDA" has the meaning given to such term or any equivalent term in the Credit Agreement then in effect; provided, that if a Credit Agreement is no longer in effect, "Consolidated EBITDA" shall have the meaning set forth in the Credit Agreement as most recently in effect. Except as otherwise set forth herein, "Consolidated EBITDA" shall be measured over the 12-month period that includes the most recent four fiscal quarters for which financial statements of the Corporation are available.

(p) "Corporation" has the meaning set forth in the Preamble.

(q) "Credit Agreement" means that certain Credit Agreement, dated as of April 30, 2021, among the Corporation, Garrett LX I S.À R.L., Garrett Motion Holdings, Inc., Garrett Motion SÀRL, the lenders and issuing banks party thereto and JPMorgan Chase Bank, N.A., as amended, restated, amended and restated, modified or otherwise supplemented from time to time, or any replacement or successor thereto that is at the applicable time of determination the senior secured credit facility of the Corporation with the largest amount of undrawn commitments plus aggregate principal amount outstanding.

(r) "Deferral" has the meaning set forth in Section 8.

(s) "Deferred Interest Amount" has the meaning set forth in Section 8.

(t) "Deferred Scheduled Redemption Amount" means an amount equal to the number of Deferred Shares outstanding *multiplied by* the Stated Amount.

(u) "Deferred Shares" has the meaning set forth in Section 8.

(v) "Discount Rate" means a rate of 7.25% per annum.

- (w) “Early Redemption Notice” has the meaning set forth in Section 9(c).
- (x) “EBITDA Margin” has the meaning set forth in Section 8.
- (y) “EBITDA Threshold Requirement” has the meaning set forth in Section 8.
- (z) “Effective Date” means April 30, 2021.
- (aa) “Exchange Act” means the U.S. Securities Exchange Act of 1934, as amended.
- (bb) “Excluded Parties” means each of Centerbridge Partners, L.P., Oaktree Capital Management, L.P. and each of their respective Affiliates.
- (cc) “Full Early Redemption Shares” has the meaning set forth in Section 9(b).
- (dd) “Holder” means the Initial Holder as defined in Section 2 herein or any permitted transferee thereof pursuant to Section 13.
- (ee) “Holder Put Event” means an event which occurs if Consolidated EBITDA exceeds \$600,000,000 for two (2) consecutive fiscal quarters (measured as of the end of each such fiscal quarter).
- (ff) “Holder Put Event Notice” has the meaning set forth in Section 11(a).
- (gg) “Holder Put Exercise Notice” has the meaning set forth in Section 11(d)(i).
- (hh) “Holder Put Redemption” has the meaning set forth in Section 11(a).
- (ii) “Holder Put Redemption Date” has the meaning set forth in Section 11(c).
- (jj) “Holder Put Redemption Price” has the meaning set forth in Section 11(a).
- (kk) “Holder Put Right” has the meaning set forth in Section 11(a).
- (ll) “Initial Deferral Payment Schedule” has the meaning set forth in Section 8.
- (mm) “Junior Stock” has the meaning set forth in Section 5.
- (nn) “Law”, with respect to any Person, means (a) all provisions of all laws, statutes, ordinances, rules, regulations, permits, certificates or orders of any governmental authority applicable to such Person or any of its assets or property or to which such Person or any of its assets or property is subject, and (b) all judgments, injunctions, orders and decrees of any governmental authority in proceedings or actions in which such Person is a party or by which it or any of its assets or properties is or may be bound or subject.
- (oo) “Liquidation Event” means any voluntary or involuntary liquidation, dissolution or winding-up of the Corporation.
- (pp) “Majority In Interest” means Holders holding a majority of the issued and outstanding shares of Series B.
- (qq) “Parity Stock” has the meaning set forth in Section 5.

(rr) "Parity Stock Liquidation Preference" has the meaning set forth in Section 6(a).

(ss) "Partial Early Redemption Shares" has the meaning set forth in Section 9(a).

(tt) "Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or other agency or political subdivision thereof. Any division or series of a limited liability company, limited partnership or trust will constitute a separate "Person" under this Certificate of Designations.

(uu) "Per Share Series B Liquidation Preference" has the meaning set forth in Section 6(c).

(vv) "Preferred Stock" means the Series A, the Series B, and any future series of preferred stock of the Corporation authorized in accordance with the terms of this Certificate of Designations.

(ww) "Present Value" means, with respect to any date, the present value, as of such date, of all amounts to be paid to Holders to redeem all of the outstanding shares of Series B on future Scheduled Redemption Dates (excluding any Deferred Shares) pursuant to Section 8, calculated using the Discount Rate, an illustrative calculation of which is set forth on Annex B hereto.

(xx) "Scheduled Redemption Amount" has the meaning set forth in Section 8.

(yy) "Scheduled Redemption Dates" means each date set forth on Annex A hereto and each anniversary of the final Scheduled Redemption Date on which shares of Series B remain outstanding.

(zz) "Senior Stock" has the meaning set forth in Section 5.

(aaa) "Series A" means the Series A Preferred Stock, \$0.001 par value per share, of the Corporation.

(bbb) "Series B" has the meaning set forth in Section 1.

(ccc) "Series B Director" has the meaning set forth in Section 12(a).

(ddd) "Stated Amount" means, in respect of each share of Series B, \$1.00 per share and, in respect of any other series of capital stock, the stated amount per share specified in the Certificate of Incorporation or applicable certificate of designations.

(eee) "Subsidiary" means, with respect to any Person, any other Person of which a majority of the securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time Beneficially Owned, or the management of which is otherwise controlled, directly or indirectly through one or more intermediaries, or both, by such first Person. Unless otherwise specified, all references herein to a "Subsidiary" or to "Subsidiaries" shall refer to a Subsidiary or Subsidiaries of the Corporation.

Section 4. Distributions; No Participation; Certain Restrictions.

(a) The Series B shall not be entitled to any dividends or other distributions or payments other than the redemption payments and payments upon liquidation as provided in this Certificate of Designations.

(b) The Series B shall not be entitled to participate in any distributions or payments to the holders of the Common Stock or any other class of stock of the Corporation.

(c) Unless (i) the Deferred Scheduled Redemption Amount is \$0.00 and (ii) the Board of Directors has determined, in good faith, that the Corporation will be able to satisfy in full the payment of the upcoming Scheduled Redemption Amount on the next Scheduled Redemption Date after giving effect to such dividend, distribution or payment, no dividends, distributions or other payments may be made to holders of the Common Stock, the Series A (other than in connection with a conversion of any shares of the Series A in accordance with its terms), or any future class of Preferred Stock established hereafter by the Board of Directors (unless the terms thereof expressly provide that such class ranks senior to the Series B as to right to payment of dividends and distributions and such class of Preferred Stock has been established in accordance with Section 7(b)(i)). For the avoidance of doubt, this Section 4(c) shall not prohibit the accrual of Preference Dividends (as defined in the Series A Certificate of Designations) which are not paid in cash in accordance with the terms of the Series A Certificate of Designations.

Section 5. Ranking. The Series B shall, with respect to the right to be paid the Aggregate Series B Liquidation Preference upon the occurrence of a Liquidation Event (as provided in Section 6 below), rank (i) senior to (A) all classes of Common Stock and (B) any future class of Preferred Stock established hereafter by the Board of Directors (other than Parity Stock or Senior Stock established in accordance with Section 7(b)(i) or Section 7(b)(ii), as applicable) (collectively, referred to as the "Junior Stock"), (ii) *pari passu* with any future class of Preferred Stock established hereafter by the Board of Directors in accordance with Section 7(b)(ii), the terms of which expressly provide that such class ranks *pari passu* with the Series B as to rights on the occurrence of a Liquidation Event (collectively, referred to as the "Parity Stock") and (iii) junior to (A) the Series A and (B) any future class of Preferred Stock established hereafter by the Board of Directors in accordance with Section 7(b)(i), the terms of which expressly provide that such class ranks senior to the Series B as to rights on the occurrence of a Liquidation Event (collectively, referred to as "Senior Stock").

Section 6. Liquidation Rights.

(a) Payment of Series B Liquidation Preference. In the event of the occurrence of any Liquidation Event, before any distribution or payment out of the assets of the Corporation may be made to or set aside for the holders of any Junior Stock, the Holders of Series B will be entitled to receive out of the assets of the Corporation legally available for distribution to its stockholders an amount equal to the Aggregate Series B Liquidation Preference. If, after payment of any liquidation preferences otherwise payable to holders of any Senior Stock in respect of any distribution upon the occurrence of a Liquidation Event, and subject to applicable Law, the remaining assets of the Corporation are not sufficient to pay all Holders of Series B the Aggregate Series B Liquidation Preference in full and to pay all holders of any Parity Stock the aggregate liquidation preferences payable to such holders of such Parity Stock in respect of any distributions upon the occurrence of a Liquidation Event (a "Parity Stock Liquidation Preference"), then the amounts paid to the Holders of Series B and to the holders of all Parity Stock shall be *pro rata* in accordance with the respective Aggregate Series B Liquidation Preference of Series B and the Parity Stock Liquidation Preference of such Parity Stock.

(b) Residual Distributions. Without prejudice to the rights of the Corporation set forth in Section 9, if the Aggregate Series B Liquidation Preference has been paid in full to the Holders of Series B and all Parity Stock Liquidation Preferences, if any, have been paid in full to all holders of any Parity Stock, then the holders of Junior Stock will be entitled to receive all remaining assets of the Corporation according to their respective rights and preferences and the Series B shall not be entitled to receive any remaining assets.

(c) Per Share Series B Liquidation Preference. Each share of Series B shall, from time to time, have a liquidation preference in an amount equal to the quotient of (i) the Aggregate Series B Liquidation Preference divided by (ii) the total number of outstanding shares of Series B (the "Per Share Series B Liquidation Preference").

(d) Merger, Consolidation and Sale of Assets Not Liquidation. For purposes of this Certificate of Designations, the merger, consolidation or other business combination of the Corporation with or into any other corporation, including a transaction in which the holders of Series B receive cash or property for their shares, or the sale, conveyance, lease, exchange or transfer (for cash, shares of stock, securities or other consideration) of all or substantially all of the assets of the Corporation, shall not constitute a Liquidation Event.

Section 7. Voting Rights.

(a) General. The holders of Series B will have no voting rights except as set forth below or as otherwise required by Law.

(b) Other Voting Rights. So long as any shares of Series B are outstanding, in addition to any other vote or consent of stockholders required by Law or by the Certificate of Incorporation, the Corporation shall not, either directly or indirectly by amendment, merger, consolidation or otherwise, do any of the following without the vote or written consent of a Majority In Interest (such right to vote or written consent to be limited to the following, except as otherwise set forth in Section 7(a), but, for the avoidance of doubt, without prejudice to any other rights of the Holders hereunder), given in person or by proxy if by vote, at any meeting called for that purpose, and any such act or transaction purportedly entered into without such consent or vote shall be null and void ab initio, and of no force or effect:

(i) Authorization of Senior Stock. Any amendment, modification or alteration of the Certificate of Incorporation to authorize or create, or increase the authorized amount of, any shares of any class or series or any securities convertible into shares of any class or series of Senior Stock, or any issuance after the date hereof of shares of Senior Stock that are authorized as of the date hereof, other than an amendment or alteration increasing the authorized amount of shares of Series A necessary to issue shares of Series A as distributions in kind on the Series A Preferred Stock to the holders thereof.

(ii) Authorization of Parity Stock. Any amendment, modification or alteration of the Certificate of Incorporation to authorize or create, or increase the authorized amount of, any shares of any class or series of Parity Stock or any issuance after the date hereof of shares of Parity Stock that are authorized as of the date hereof.

(iii) Restriction on Series B Redemptions. Entry by the Corporation or any of its Subsidiaries into any agreement containing or imposing, directly or indirectly, any restriction (including, but not limited to, any covenant or agreement) on the ability of the Corporation to make required payments on or redeem the shares of Series B (other than pursuant to any customary restrictions contained in any agreement governing indebtedness of the Corporation or its Subsidiaries that are on terms which are not, taken as a whole, materially less favorable to the Holders of Series B than the terms contained in the Credit Agreement in existence on the date hereof as determined by the Board of Directors in good faith).

(iv) *Amendments*. Any amendment, modification, alteration or repeal of any provision of the Certificate of Incorporation or any other certificate of designations of the Corporation that would have an adverse effect, in any material respect, on the rights, preferences, privileges or voting power of the shares of Series B or any Holder thereof or any amendment, modification, alteration or repeal of this Certificate of Designations.

(v) *Increase of Size of Board of Directors*. Any increase in the number of members of the Board of Directors at a time when the Aggregate Series B Liquidation Preference is greater than \$125,000,000.

(vi) *Other Actions*. Any action or inaction that would reduce the Stated Amount of any share of Series B (including, but not limited to, any reverse stock split, combination, or other adjustment).

Section 8. Scheduled Redemptions. On each Scheduled Redemption Date set forth on Annex A (or, if such day is not a Business Day, on the next succeeding Business Day) on which any shares of Series B remain outstanding, the Corporation shall redeem, *pro rata* from each Holder based on the total number of shares of Series B held by such Holder, an aggregate number of shares of Series B equal to the scheduled redemption amount set forth on Annex A hereto (the "Scheduled Redemption Amount") with respect to such Scheduled Redemption Date *divided by* the Stated Amount thereof, for a per share price equal to the Stated Amount; provided, that the Corporation shall not be obligated to redeem the shares of Series B on a Scheduled Redemption Date if, as of such date, (i) the Consolidated EBITDA measured as of the end of the most recently completed fiscal year is less than \$425,000,000 (the "EBITDA Threshold Requirement") or (ii) the Corporation does not have sufficient funds legally available to pay the applicable Scheduled Redemption Amount when due. Any shares of Series B which the Corporation has not redeemed on a Scheduled Redemption Date pursuant to the proviso of the foregoing sentence or the following sentence ("Deferred Shares") shall, subject to the terms of this Section 8, be redeemed in equal installments on the subsequent two Scheduled Redemption Dates following the Scheduled Redemption Date on which such shares were scheduled to be redeemed in accordance with Annex A for a per share price equal to the Stated Amount (such delayed redemption, a "Deferral"), and such initial deferred payment schedule, the "Initial Deferral Payment Schedule"). Notwithstanding anything else herein to the contrary: (i) all Deferred Shares outstanding as of April 30, 2030 shall be redeemed on April 30, 2030 (and shall not be subject to any further deferral at that time); (ii) if (x) as of any Scheduled Redemption Date the Corporation does not have sufficient funds legally available to redeem all Deferred Shares in accordance with the Initial Deferral Payment Schedule or (y) the difference between the Consolidated EBITDA measured as of the end of the most recent completed fiscal year prior to the applicable payment date for such Deferred Shares and \$425,000,000 (the "EBITDA Margin") is less than the amount of redemption payments that would otherwise be payable by the Corporation with respect to such Deferred Shares, the Corporation shall redeem a number of Deferred Shares equal to the lesser of (A) the maximum amount of Deferred Shares for which it has sufficient funds legally available to do so and (B) the EBITDA Margin *divided by* the Stated Amount, and any remaining additional Deferred Shares shall be redeemable on the next Scheduled Redemption Date subject to continued application of this clause (ii) (and, for the avoidance of doubt, the Deferred Interest Amount (as defined below) shall continue to apply thereto until such Deferred Shares are redeemed); and (iii) in the event of a Deferral, if the shares of Series B subject to such Deferral are not redeemed in accordance with the Initial Deferral Payment Schedule, such shares shall accrue interest from and after the time that the Corporation fails to make redemption payments in accordance with the applicable Initial Deferral Payment Schedule, at the Deferred Interest Amount and shall, for the avoidance of doubt be payable on the subsequent Scheduled Redemption Date in full, subject to the terms of this Section 8. "Deferred Interest Amount" means interest on the aggregate Stated Amount with respect to the relevant shares of Series B (with no compounding interest) at the annual rate of seven and one-quarter percent (7.25%). Such interest shall accrue daily but shall not be capitalized or added to the then Stated Amount.

Section 9. Early Redemption at the Option of the Corporation.

(a) At any time during the eighteen (18)-month period following the Effective Date, but no more than once during such period, and subject to the terms of this Section 9, the Corporation may redeem, *pro rata* from each Holder based on the total number of shares of Series B of such Holder, the number of outstanding shares of Series B specified in an Early Redemption Notice ("Partial Early Redemption Shares"), for an aggregate purchase price equal to the Aggregate Partial Early Redemption Price, provided, that (i) immediately following the redemption of Partial Early Redemption Shares pursuant to this Section 9(a), the Present Value of all of the remaining outstanding shares of Series B shall be at least \$400,000,000 and (ii) the Corporation shall not redeem any shares of Series B pursuant to this Section 9(a) unless the Corporation has sufficient funds legally available to pay the Aggregate Partial Early Redemption Price. As used in this Certificate of Designations, "Aggregate Partial Early Redemption Price" means the difference of (A) the Present Value as of the applicable redemption date, calculated without giving effect to the redemption of any Partial Early Redemption Shares pursuant to this Section 9(a), *minus* (B) the Present Value as of the applicable redemption date, calculated as of immediately following the redemption of all of the Partial Early Redemption Shares pursuant to this Section 9(a).

(b) Without prejudice to the rights of the Corporation set forth in Section 9(a), at any time while shares of Series B remain outstanding, and subject to the terms of this Section 9, the Corporation may redeem all, but not less than all, outstanding shares of Series B (the "Full Early Redemption Shares"), for an aggregate cash purchase price equal to the Aggregate Series B Liquidation Preference as of the applicable redemption date, calculated without giving effect to the redemption of the shares of Series B pursuant to this Section 9(b).

(c) To call any Partial Early Redemption Shares or any Full Early Redemption Shares for redemption, the Corporation must send to the Holders a notice of such redemption (an "Early Redemption Notice") at least twenty (20) Business Days prior to the intended redemption date. Such Early Redemption Notice must state:

- (i) the number of Partial Early Redemption Shares or Full Early Redemption Shares, as applicable, to be called from such Holder;
- (ii) the redemption date for redemption of such Partial Early Redemption Shares or Full Early Redemption Shares, as applicable; and
- (iii) the per share redemption price, calculated as the Aggregate Partial Early Redemption Price or Aggregate Series B Liquidation Preference, as applicable, *divided by* the total number of Partial Early Redemption Shares or Full Early Redemption Shares, as applicable.

(d) The Corporation will cause any redemption price payable pursuant to this Section 9 to be paid to the Holders on or before the applicable redemption date.

Section 10. Early Automatic Redemption.

(a) *In General.* Subject to the other terms of this Section 10, on the Automatic Early Redemption Date, the Corporation shall, redeem all outstanding shares of Series B (the "Automatic Early Redemption") for an aggregate cash purchase price equal to the Aggregate Series B Liquidation Preference as of the applicable redemption date, calculated without giving effect to the redemption of the shares of Series B pursuant to this Section 10.

(b) *Funds Legally Available for Payment of Aggregate Series B Liquidation Preference.* Notwithstanding anything to the contrary in this Section 10, in connection with an Automatic Early Redemption (1) the Corporation will pay the maximum amount of such Aggregate Series B Liquidation Preference permitted by Law, which payment will be made *pro rata* to each Holder based on the total number of shares of Series B of such Holder that were otherwise to be redeemed pursuant to such Automatic Early Redemption; and (2) the Corporation will cause all such shares as to which the Aggregate Series B Liquidation Preference was not paid in full to be returned to the Holder(s) thereof, and such shares will be deemed to remain outstanding, shall accrue interest at the Deferred Interest Amount from and after the date of the Automatic Early Redemption Event and shall be redeemed in full as soon as the Corporation has funds legally available to do so; provided, that, the Corporation will not take any action, or engage in any transaction, in furtherance of a Change of Control if the Aggregate Series B Liquidation Preference payable upon such Change of Control is not reasonably expected to be paid in full at the time due in accordance with Section 10(c).

(c) *Automatic Early Redemption Date.* The "Automatic Early Redemption Date" will be (1) in the event of an Automatic Early Redemption Event pursuant to clause (i) of the definition thereof that is authorized, approved or otherwise recommended by the Board of Directors (or a committee thereof), a Business Day of the Corporation's choosing which is on or prior to the date of such Automatic Early Redemption Event, (2) in the event of an Automatic Early Redemption Event pursuant to clause (iv) (solely if such event occurs with respect to the Corporation) of the definition thereof, on the date thereof, provided that the timing for the payment of the Aggregate Series B Liquidation Preference will be in accordance with the law applicable to such bankruptcy reorganization, receivership, insolvency, liquidation or similar proceedings affecting creditors' or equity holders' rights and (3) in the event of any Automatic Early Redemption Event other than as set forth in the preceding clauses (1) and (2) of this Section 10(c), a Business Day of the Corporation's choosing that is no more than thirty (30) calendar days after the date the Corporation sends the related Automatic Early Redemption Notice (provided, that in the event of an Automatic Early Redemption Event pursuant to clause (ii) of the definition thereof, such Automatic Early Redemption Event shall be deemed to be the Automatic Early Redemption Notice). For the avoidance of doubt, in the event of an Automatic Early Redemption Event pursuant to clause (iv) of the definition thereof (solely if such event occurs with respect to the Corporation), the amount due to the Holders pursuant to this Section 10(c) shall be the Aggregate Series B Liquidation Preference, solely to the extent that any such amounts remain legally available for distribution following payment of any liquidation preferences otherwise payable to holders of any Senior Stock. It is understood and agreed that, in the event of an Automatic Early Redemption Event pursuant to clause (iv) of the definition thereof (solely if such event occurs with respect to the Corporation), the Aggregate Series B Liquidation Preference shall be deemed not to include any unmatured interest prohibited by section 502(b)(2) of the Bankruptcy Code. The Corporation shall not assert that the Aggregate Series B Liquidation Preference includes any unmatured interest prohibited by section 502(b)(2) of the Bankruptcy Code.

(d) *Automatic Early Redemption Notice*. As soon as reasonably practicable after the Corporation discovers that an Automatic Early Redemption Event has occurred or is reasonably likely to occur (other than in the event of an Automatic Early Redemption Event pursuant to clause (ii) of the definition thereof, in which case such Automatic Early Redemption Event shall also be deemed to be the Automatic Early Redemption Notice), the Corporation shall send to each Holder a notice of such Automatic Early Redemption Event (an "Automatic Early Redemption Notice"); provided, that any Automatic Early Redemption effected in connection with such Automatic Early Redemption Notice shall be conditional upon the actual occurrence of such Automatic Early Redemption Event. Such Automatic Early Redemption Notice must state:

- (i) a description in reasonable detail of the events constituting such Automatic Early Redemption Event;
- (ii) the expected effective date of such Automatic Early Redemption Event;
- (iii) the Automatic Early Redemption Date; and

(iv) the redemption price per share of Series B, equal to the Aggregate Series B Liquidation Preference as of the applicable redemption date *divided by* the total number of outstanding shares of Series B (the "Per Share Early Redemption Price").

(e) *Payment of the Redemption Price*. Subject to Section 10(b), the Corporation will cause the Per Share Early Redemption Price for each share of Series B to be redeemed pursuant to an Automatic Early Redemption to be paid to the Holder thereof on or before the Automatic Early Redemption Date.

Section 11. Early Redemption at the Option of the Holder.

(a) *In General*. Subject to the other terms of this Section 11, each Holder will have the right (the "Holder Put Right"), at its election, following the occurrence of a Holder Put Event, to require the Corporation to redeem all, but not less than all, of such Holder's shares of Series B on the Holder Put Redemption Date (the "Holder Put Redemption"), for an aggregate cash purchase price equal to the Per Share Early Redemption Price *multiplied by* the number of shares of Series B held by such Holder (the "Holder Put Redemption Price"); provided, that the Corporation shall not be obligated to effect the Holder Put Redemption unless a Majority in Interest elect to exercise the Holder Put Right in accordance with this Section 11. As soon as reasonably practicable (and in any event within five (5) Business Days) after a Holder Put Event has occurred, the Corporation shall send to each Holder a notice of such Holder Put Event (a "Holder Put Event Notice").

(b) *Funds Legally Available for Payment of the Holder Put Redemption Price*. Notwithstanding anything to the contrary in this Section 11 in connection with a Holder Put Redemption, (1) the Corporation will pay the maximum amount of such Holder Put Redemption Price permitted by Law, which payment will be made *pro rata* to each Holder based on the total number of shares of Series B of such Holder that were otherwise to be redeemed pursuant to such Holder Put Redemption, as the case may be; and (2) the Corporation will cause all such shares as to which the Holder Put Redemption Price was not paid in full to be returned to the Holder(s) thereof, and such shares will be deemed to remain outstanding and shall accrue interest at the Deferred Interest Amount from and after the date of such Holder Put Event and shall be redeemed in full as soon as the Corporation has funds legally available to do so.

(c) Holder Put Redemption Date. The “Holder Put Redemption Date” will be a Business Day of the Corporation’s choosing that is no more than thirty (30) calendar days after the date the Holder sends the related Holder Put Exercise Notice pursuant to Section 11(d).

(d) Procedures to Exercise the Holder Put Right. To exercise its Holder Put Right the Holder thereof must deliver to the Corporation:

(i) Within twenty (20) Business Days after receiving the applicable Holder Put Event Notice, a duly completed, written Holder Put Exercise Notice with respect to such share(s) in the form of Annex C hereto (a “Holder Put Exercise Notice”); it being understood that if the Holder fails to deliver the Holder Put Exercise Notice within the such twenty (20) Business Day period, then such Holder Put Right in respect of such Holder Put Event shall lapse; and

(ii) such share(s), duly endorsed for transfer, to the extent such share(s) are represented by one or more certificates.

Within five (5) Business Days after receipt of the Holder Put Exercise Notice, the Corporation shall notify the Holder in writing of (A) the Holder Put Redemption Date and (B) the per share redemption price, which shall be equal to the Per Share Early Redemption Price.

(e) Payment of the Per Share Early Redemption Price. Subject to Section 11(b), the Corporation will cause the Per Share Early Redemption Price for each share of Series B to be redeemed pursuant to Holder Put Redemption to be paid to the Holder thereof on or before the later of (i) the Holder Put Redemption Date and (ii) the date the certificate in respect of such share (if any) is tendered to the Corporation or its transfer agent. If a Holder Put Exercise Notice is validly delivered but the Holder Put Redemption is prohibited by applicable law, the Corporation will redeem (at the Per Share Early Redemption Price for each such share of Series B) the maximum number of shares of Series B with respect to which redemption is permitted by Law, and will redeem any remaining share of Series B as promptly as possible following the date when such redemption is permitted by Law.

Section 12. Election of Directors.

(a) Provided that the aggregate Series B Liquidation Preference is greater than \$125,000,000, (i) the Majority in Interest will have the exclusive right, voting separately as a class, to elect or appoint one director to the Board of Directors (which, for the purposes of this Section 12, shall refer only to the Board of Directors of the Corporation and not any committee thereof), irrespective of whether the Board of Directors has nominated such Person (the “Series B Director”), (ii) notwithstanding anything to the contrary herein, in the Certificate of Incorporation or in the Bylaws, a Majority in Interest shall have the exclusive right to remove any Series B Director at any time for any reason or no reason (with or without cause) by sending a written notice to the Corporation and, upon receipt of such notice by the Corporation, such Series B Director shall be deemed to have resigned from the Board of Directors, and (iii) in the event of the death, disability, resignation or removal of any Series B Director, a Majority in Interest shall have the exclusive right to designate or appoint a successor to fill the vacancy created thereby. In the event that any Series B Director offers to tender his or her resignation, the Board of Directors shall promptly determine whether to accept such resignation and, if the Board of Directors chooses to accept such resignation, the Corporation and the Majority In Interest shall be immediately required to take any and all actions necessary or appropriate to cooperate in ensuring the removal of such individual; provided, that, for the avoidance of doubt, this sentence shall not be construed in any manner to limit the right of a Majority In Interest to remove the Series B Director at any time pursuant to clause (ii) above. At such time as the Aggregate Series B Liquidation Preference is not greater than \$125,000,000, any Series B Director shall be deemed to have resigned from the Board of Directors without further action by the Holders or the Corporation. Neither the Board of Directors nor any holders of Senior Stock or any Person or group of Persons (other than the Majority in Interest) shall have any right to remove any Series B Director from the Board of Directors without cause, such right of removal being vested exclusively with a Majority in Interest. For the avoidance of doubt, nothing in the foregoing sentence shall be deemed to derogate the rights of the Corporation’s stockholders to remove any Series B Director for cause to the extent provided by the Delaware General Corporation Law; provided, that, for the avoidance of doubt, no such removal shall in any way alter or impair the rights of the Majority in Interest to elect or appoint the Series B Director, including any replacement Series B Director.

(b) The Corporation and its Subsidiaries shall reimburse the Series B Director for all reasonable and documented out-of-pocket expenses incurred in connection with his or her attendance at meetings of the Board of Directors, and any committees thereof, including travel, lodging and meal expenses, in accordance with the Corporation's reimbursement policies.

(c) To the extent elected or appointed by the Majority In Interest, the Corporation shall, and shall use its reasonable best efforts to cause its directors, officers and employees to, take all actions necessary and within its and their control and to the extent permissible by Law to cause the election, appointment, removal or replacement of the Series B Director as provided for herein.

Section 13. Transfer Restrictions. No Holder of shares of Series B may offer, sell, assign or transfer any portion of such Holder's shares of Series B without the approval of the Board of Directors, which consent the Board of Directors may grant or withhold in its sole discretion; provided, that, any Holder may offer, sell, assign or transfer any shares of Series B to any of its controlled Affiliates; provided, further, that if any such controlled Affiliate ceases to be an Affiliate of such Holder, such Series B shares must be assigned or transferred to the original Holder or a controlled Affiliate thereof. Any offer, sale, assignment or transfer of any shares of Series B in violation of any provision of this Certificate of Designations shall be null and void and without any effect. Each certificate (if any) evidencing shares of Series B shall bear a legend indicating that such shares of Series B are subject to the restrictions on transfer set forth herein.

Section 14. Expenses. All reasonable and documented out-of-pocket costs and expenses incurred by any Holder in successfully enforcing the right to receive any Scheduled Redemption Amounts or the Deferred Scheduled Redemption Amount in accordance with the terms of this Certificate of Designations shall be reimbursed by the Corporation.

Section 15. Record Holders. To the fullest extent permitted by applicable law, the Corporation and the transfer agent for the Series B may deem and treat the record holder of any share of Series B as the true and lawful owner thereof for all purposes, and neither the Corporation nor such transfer agent shall be affected by any notice to the contrary.

Section 16. Notices. All notices or communications in respect of the Series B will be sufficiently given if given in writing and delivered in person or by first class mail, postage prepaid, or if given in such other manner as may be permitted in this Certificate of Designations, in the Certificate of Incorporation or Bylaws or by applicable law.

Section 17. No Other Rights or Privileges. The shares of Series B will not have any voting powers, preferences or relative, participating, optional or other special rights, or qualifications, limitations or restrictions thereof, other than as set forth herein or in the Certificate of Incorporation.

Section 18. Certificates. The Corporation may at its option issue shares of Series B without certificates.

Section 19. Interpretation. Whenever possible, each provision of this Certificate of Designations shall be interpreted in a manner as to be effective and valid under applicable law and public policy. If any provision set forth herein is held to be invalid, unlawful or incapable of being enforced by reason of any rule of law or public policy, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating or otherwise adversely affecting the remaining provisions of this Certificate of Designations, and a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision. No provision herein set forth shall be deemed dependent upon any other provision unless so expressed herein. If a court of competent jurisdiction should determine that a provision of this Certificate of Designations would be valid or enforceable if a period of time were extended or shortened, then such court may make such change as shall be necessary to render the provision in question effective and valid under applicable law. References herein to any payment shall mean a payment in cash in United States Dollars by wire transfer of immediately available funds to an account designated by the applicable payee.

Section 20. Enforcement. To the fullest extent permitted by law, the provisions of this Certificate of Designations shall remain in full force and effect irrespective of (i) the failure of any Person to assert any claim or demand or to enforce any right or remedy under this Certificate of Designations or otherwise or (ii) any change in the corporate existence, structure or ownership of the Corporation or any of its Affiliates, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Corporation or any of its Affiliates.

[Signature Page Follows]

IN WITNESS WHEREOF, the Corporation has caused this Certificate to be signed by Jérôme Maironi, its Senior Vice President, General Counsel and Corporate Secretary this 30th day of April, 2021.

GARRETT MOTION INC.

By: /s/ Jerome P. Maironi

Name: Jérôme Maironi

Title: Senior Vice President, General Counsel and
Corporate Secretary

Annex A

Scheduled Redemptions

Scheduled Redemption Date	Scheduled Redemption Amount
April 30, 2022	\$ 34,800,000
April 30, 2023	\$ 100,000,000
April 30, 2024	\$ 100,000,000
April 30, 2025	\$ 100,000,000
April 30, 2026	\$ 100,000,000
April 30, 2027	\$ 100,000,000
April 30, 2028	\$ 100,000,000
April 30, 2029	\$ 100,000,000
April 30, 2030	\$ 100,000,000

Annex B

Illustrative Calculation of Present Value

<u>Discount Rate:</u>	7.25%	<u>Discount Rate</u>
Present Value as of April 30, 2021:	\$583,857,988	<u>Multiplier:</u>
April 30, 2022	\$ 34,800,000	0.932401
April 30, 2023	\$100,000,000	0.869371
April 30, 2024	\$100,000,000	0.810603
April 30, 2025	\$100,000,000	0.755807
April 30, 2026	\$100,000,000	0.704715
April 30, 2027	\$100,000,000	0.657077
April 30, 2028	\$100,000,000	0.612659
April 30, 2029	\$100,000,000	0.571244
April 30, 2030	\$100,000,000	0.532628

Annex C

Form of Holder Put Exercise Notice

This Holder Put Exercise Notice is executed by the undersigned holder (the "**Holder**") in connection with the conversion of shares of the Series B Preferred Stock of Garrett Motion Inc., a Delaware corporation (the "**Corporation**"), pursuant to the terms and conditions of that certain Certificate of Designations of Series B Preferred Stock of Garrett Motion Inc. (the "**Certificate of Designations**"), approved by the Board of Directors of the Corporation on April 27, 2021. Capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Certificate of Designations.

Redemption: In accordance with and pursuant to such Certificate of Designations, the Holder hereby elects that the Corporation shall redeem all of the outstanding shares of Series B held by the Holder.

Name of Holder: _____

Number of Shares of Series B Held by Holder: _____

Bank Account Information: Please provide bank account details for delivery of the redemption price.

Account Name :

Bank Account No.:

ABA/Routing No.:

SWIFT Instructions (as applicable)

Bank Name:

Bank Address:

Reference:

Exhibit J

Rule 506 of Regulation D

§ 230.506 Exemption for limited offers and sales without..., 17 C.F.R. § 230.506

Code of Federal Regulations

Title 17. Commodity and Securities Exchanges

Chapter II. Securities and Exchange Commission

Part 230. General Rules and Regulations, Securities Act of 1933 (Refs & Annos)

Regulation D. Rules Governing the Limited Offer and Sale of Securities Without Registration Under the Securities Act of 1933 (Refs & Annos)

17 C.F.R. § 230.506

§ 230.506 Exemption for limited offers and sales without regard to dollar amount of offering.

Effective: March 15, 2021

Currentness

(a) Exemption. Offers and sales of securities by an issuer that satisfy the conditions in paragraph (b) or (c) of this section shall be deemed to be transactions not involving any public offering within the meaning of section 4(a)(2) of the Act.

(b) Conditions to be met in offerings subject to limitation on manner of offering

(1) General conditions. To qualify for an exemption under this section, offers and sales must satisfy all the terms and conditions of §§ 230.501 and 230.502.

(2) Specific conditions

(i) Limitation on number of purchasers. There are no more than, or the issuer reasonably believes that there are no more than, 35 purchasers of securities from the issuer in offerings under this section in any 90–calendar-day period.

Note 1 to paragraph (b)(2)(i): See § 230.501(e) for the calculation of the number of purchasers and § 230.502(a) for what may or may not constitute an offering under paragraph (b) of this section.

(ii) Nature of purchasers. Each purchaser who is not an accredited investor either alone or with his purchaser representative(s) has such knowledge and experience in financial and business matters that he is capable of evaluating the merits and risks of the prospective investment, or the issuer reasonably believes immediately prior to making any sale that such purchaser comes within this description.

§ 230.506 Exemption for limited offers and sales without..., 17 C.F.R. § 230.506

(c) Conditions to be met in offerings not subject to limitation on manner of offering—

(1) General conditions. To qualify for exemption under this section, sales must satisfy all the terms and conditions of §§ 230.501 and 230.502(a) and (d).

(2) Specific conditions—

(i) Nature of purchasers. All purchasers of securities sold in any offering under paragraph (c) of this section are accredited investors.

(ii) Verification of accredited investor status. The issuer shall take reasonable steps to verify that purchasers of securities sold in any offering under paragraph (c) of this section are accredited investors. The issuer shall be deemed to take reasonable steps to verify if the issuer uses, at its option, one of the following non-exclusive and non-mandatory methods of verifying that a natural person who purchases securities in such offering is an accredited investor; provided, however, that the issuer does not have knowledge that such person is not an accredited investor:

(A) In regard to whether the purchaser is an accredited investor on the basis of income, reviewing any Internal Revenue Service form that reports the purchaser's income for the two most recent years (including, but not limited to, Form W-2, Form 1099, Schedule K-1 to Form 1065, and Form 1040) and obtaining a written representation from the purchaser that he or she has a reasonable expectation of reaching the income level necessary to qualify as an accredited investor during the current year;

(B) In regard to whether the purchaser is an accredited investor on the basis of net worth, reviewing one or more of the following types of documentation dated within the prior three months and obtaining a written representation from the purchaser that all liabilities necessary to make a determination of net worth have been disclosed:

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

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

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

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(1) A registered broker-dealer;

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

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

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

(D) In regard to any person who purchased securities in an issuer's Rule 506(b) offering as an accredited investor prior to September 23, 2013 and continues to hold such securities, for the same issuer's Rule 506(c) offering, obtaining a certification by such person at the time of sale that he or she qualifies as an accredited investor; or

(E) In regard to any person that the issuer previously took reasonable steps to verify as an accredited investor in accordance with this paragraph (c)(2)(ii), so long as the issuer is not aware of information to the contrary, obtaining a written representation from such person at the time of sale that he or she qualifies as an accredited investor. A written representation under this method of verification will satisfy the issuer's obligation to verify the person's accredited investor status for a period of five years from the date the person was previously verified as an accredited investor.

Instructions to paragraph (c)(2)(ii):

1. The issuer is not required to use any of these methods in verifying the accredited investor status of natural persons who are purchasers. These methods are examples of the types of non-exclusive and non-mandatory methods that satisfy the verification requirement in § 230.506(c)(2)(ii).

2. In the case of a person who qualifies as an accredited investor based on joint income with that person's spouse, the issuer would be deemed to satisfy the verification requirement in § 230.506(c)(2)(ii)(A) by reviewing copies of Internal Revenue Service forms that report income for the two most recent years in regard to, and obtaining written representations from, both the person and the spouse.

3. In the case of a person who qualifies as an accredited investor based on joint net worth with that person's spouse, the issuer would be deemed to satisfy the verification requirement in § 230.506(c)(2)(ii)(B) by reviewing such documentation in regard to, and obtaining written representations from, both the person and the spouse.

(d) "Bad Actor" disqualification.

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(1) No exemption under this section shall be available for a sale of securities if the issuer; any predecessor of the issuer; any affiliated issuer; any director, executive officer, other officer participating in the offering, general partner or managing member of the issuer; any beneficial owner of 20% or more of the issuer's outstanding voting equity securities, calculated on the basis of voting power; any promoter connected with the issuer in any capacity at the time of such sale; any investment manager of an issuer that is a pooled investment fund; any person that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with such sale of securities; any general partner or managing member of any such investment manager or solicitor; or any director, executive officer or other officer participating in the offering of any such investment manager or solicitor or general partner or managing member of such investment manager or solicitor:

(i) Has been convicted, within ten years before such sale (or five years, in the case of issuers, their predecessors and affiliated issuers), of any felony or misdemeanor:

(A) In connection with the purchase or sale of any security;

(B) Involving the making of any false filing with the Commission; or

(C) Arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities;

(ii) Is subject to any order, judgment or decree of any court of competent jurisdiction, entered within five years before such sale, that, at the time of such sale, restrains or enjoins such person from engaging or continuing to engage in any conduct or practice:

(A) In connection with the purchase or sale of any security;

(B) Involving the making of any false filing with the Commission; or

(C) Arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities;

(iii) Is subject to a final order of a state securities commission (or an agency or officer of a state performing like functions); a state authority that supervises or examines banks, savings associations, or credit unions; a state insurance commission (or an agency or officer of a state performing like functions); an appropriate federal banking agency; the U.S. Commodity Futures Trading Commission; or the National Credit Union Administration that:

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(A) At the time of such sale, bars the person from:

(1) Association with an entity regulated by such commission, authority, agency, or officer;

(2) Engaging in the business of securities, insurance or banking; or

(3) Engaging in savings association or credit union activities; or

(B) Constitutes a final order based on a violation of any law or regulation that prohibits fraudulent, manipulative, or deceptive conduct entered within ten years before such sale;

(iv) Is subject to an order of the Commission entered pursuant to section 15(b) or 15B(c) of the Securities Exchange Act of 1934 (15 U.S.C. 78o(b) or 78o-4(c)) or section 203(e) or (f) of the Investment Advisers Act of 1940 (15 U.S.C. 80b-3(e) or (f)) that, at the time of such sale:

(A) Suspends or revokes such person's registration as a broker, dealer, municipal securities dealer or investment adviser;

(B) Places limitations on the activities, functions or operations of such person; or

(C) Bars such person from being associated with any entity or from participating in the offering of any penny stock;

(v) Is subject to any order of the Commission entered within five years before such sale that, at the time of such sale, orders the person to cease and desist from committing or causing a violation or future violation of:

(A) Any scienter-based anti-fraud provision of the federal securities laws, including without limitation section 17(a)(1) of the Securities Act of 1933 (15 U.S.C. 77q(a)(1)), section 10(b) of the Securities Exchange Act of 1934 (15 U.S.C. 78j(b)) and 17 CFR 240.10b-5, section 15(c)(1) of the Securities Exchange Act of 1934 (15 U.S.C. 78o(c)(1)) and section 206(1) of the Investment Advisers Act of 1940 (15 U.S.C. 80b-6(1)), or any other rule or regulation thereunder; or

(B) Section 5 of the Securities Act of 1933 (15 U.S.C. 77e).

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(vi) Is suspended or expelled from membership in, or suspended or barred from association with a member of, a registered national securities exchange or a registered national or affiliated securities association for any act or omission to act constituting conduct inconsistent with just and equitable principles of trade;

(vii) Has filed (as a registrant or issuer), or was or was named as an underwriter in, any registration statement or Regulation A offering statement filed with the Commission that, within five years before such sale, was the subject of a refusal order, stop order, or order suspending the Regulation A exemption, or is, at the time of such sale, the subject of an investigation or proceeding to determine whether a stop order or suspension order should be issued; or

(viii) Is subject to a United States Postal Service false representation order entered within five years before such sale, or is, at the time of such sale, subject to a temporary restraining order or preliminary injunction with respect to conduct alleged by the United States Postal Service to constitute a scheme or device for obtaining money or property through the mail by means of false representations.

(2) Paragraph (d)(1) of this section shall not apply:

(i) With respect to any conviction, order, judgment, decree, suspension, expulsion or bar that occurred or was issued before September 23, 2013;

(ii) Upon a showing of good cause and without prejudice to any other action by the Commission, if the Commission determines that it is not necessary under the circumstances that an exemption be denied;

(iii) If, before the relevant sale, the court or regulatory authority that entered the relevant order, judgment or decree advises in writing (whether contained in the relevant judgment, order or decree or separately to the Commission or its staff) that disqualification under paragraph (d)(1) of this section should not arise as a consequence of such order, judgment or decree; or

(iv) If the issuer establishes that it did not know and, in the exercise of reasonable care, could not have known that a disqualification existed under paragraph (d)(1) of this section.

Instruction to paragraph (d)(2)(iv). An issuer will not be able to establish that it has exercised reasonable care unless it has made, in light of the circumstances, factual inquiry into whether any disqualifications exist. The nature and scope of the factual inquiry will vary based on the facts and circumstances concerning, among other things, the issuer and the other offering participants.

(3) For purposes of paragraph (d)(1) of this section, events relating to any affiliated issuer that occurred before the affiliation arose will be not considered disqualifying if the affiliated entity is not:

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(i) In control of the issuer; or

(ii) Under common control with the issuer by a third party that was in control of the affiliated entity at the time of such events.

(e) Disclosure of prior “bad actor” events. The issuer shall furnish to each purchaser, a reasonable time prior to sale, a description in writing of any matters that would have triggered disqualification under paragraph (d)(1) of this section but occurred before September 23, 2013. The failure to furnish such information timely shall not prevent an issuer from relying on this section if the issuer establishes that it did not know and, in the exercise of reasonable care, could not have known of the existence of the undisclosed matter or matters.

Instruction to paragraph (e). An issuer will not be able to establish that it has exercised reasonable care unless it has made, in light of the circumstances, factual inquiry into whether any disqualifications exist. The nature and scope of the factual inquiry will vary based on the facts and circumstances concerning, among other things, the issuer and the other offering participants.

Credits

[[54 FR 11372](#), March 20, 1989; [78 FR 44770](#), July 24, 2013; [78 FR 44804](#), July 24, 2013; [86 FR 3598](#), Jan. 14, 2021]

SOURCE: Sections 230.501 through 230.506 appear at [47 FR 11262](#), March 16, 1982; [62 FR 24573](#), May 6, 1997; [63 FR 6384](#), Feb. 6, 1998; [63 FR 13943](#), [13984](#), March 23, 1998; [64 FR 61449](#), Nov. 10, 1999; [65 FR 47284](#), Aug. 2, 2000; [66 FR 8896](#), [9017](#), Feb. 5, 2001; [67 FR 230](#), Jan. 2, 2002; [67 FR 13536](#), March 22, 2002; [67 FR 19673](#), April 23, 2002; [68 FR 57777](#), Oct. 6, 2003; [72 FR 20414](#), April 24, 2007; [72 FR 71566](#), Dec. 17, 2007; [76 FR 4243](#), Jan. 25, 2011; [76 FR 46617](#), Aug. 3, 2011; [76 FR 71876](#), Nov. 21, 2011; [76 FR 81805](#), Dec. 29, 2011; [76 FR 81806](#), Dec. 29, 2011; [78 FR 44769](#), July 24, 2013; [78 FR 44804](#), July 24, 2013; [80 FR 21894](#), April 20, 2015; [82 FR 17553](#), April 12, 2017; [84 FR 50739](#), Sept. 26, 2019, unless otherwise noted.

AUTHORITY: [15 U.S.C. 77b](#), [77b](#) note, [77c](#), [77d](#), [77f](#), [77g](#), [77h](#), [77j](#), [77r](#), [77s](#), [77z-3](#), [77sss](#), [78c](#), [78d](#), [78j](#), [78l](#), [78m](#), [78n](#), [78o](#), [78o-7](#) note, [78t](#), [78w](#), [78ll\(d\)](#), [78mm](#), [80a-8](#), [80a-24](#), [80a-28](#), [80a-29](#), [80a-30](#), and [80a-37](#), and [Pub.L. 112-106](#), sec. 201(a), sec. 401, 126 Stat. 313 (2012), unless otherwise noted.; Section 230.151 is also issued under [15 U.S.C. 77s\(a\)](#).; Section 230.160 is also issued under Section 104(d) of the Electronic Signatures Act.; Section 230.193 is also issued under sec. 943, [Pub. L. 111-203](#), [124 Stat. 1376](#).; Sections 230.400 to 230.499 issued under secs. 6, 8, 10, 19, 48 Stat. 78, 79, 81, and 85, as amended ([15 U.S.C. 77f](#), [77h](#), [77j](#), [77s](#)).; Sec. 230.457 also issued under secs. 6 and 7, [15 U.S.C. 77f](#) and [77g](#).; Section 230.502 is also issued under [15 U.S.C. 80a-8](#), [80a-29](#), [80a-30](#).

Notes of Decisions (41)

Current through Dec. 1, 2021; [86 FR 68381](#).

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