Docket #0001 Date Filed: 9/20/2020

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Southern District of New York
(State)

Case number (*If known*): _____ Chapter 11

☐ Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy 04/20

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals,* is available.

1. **Debtor's name** Garrett Motion Ireland C Limited

2. **All other names debtor used in the last 8 years**
   Include any assumed names, trade names, and *doing business as* names
   Novar Ireland Systems Limited

3. **Debtor's federal Employer Identification Number** (EIN) 98 – 0461332

4. **Debtor's address**

Principal place of business

Cork Road
Number Street

Unit 411, Western Industrial Estate, IDA Industrial Park

Waterford X91 H586
City State ZIP Code

Ireland
County

Mailing address, if different from principal place of business

47548 Halyard Drive
Number Street

P.O. Box

Plymouth MI 48170
City State ZIP Code

Location of principal assets, if different from principal place of business

Number Street

City State ZIP Code

5. **Debtor's website** (URL) www.garrettmotion.com

2012228200920000000000001

Debtor Garrett Motion Ireland C Limited
Name

Case number (*if known*)_____

6. Type of debtor

- ■ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
- ❑ Partnership (excluding LLP)
- ❑ Other. Specify: _____

7. Describe debtor's business

A. *Check one:*

- ❑ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ❑ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ❑ Railroad (as defined in 11 U.S.C. § 101(44))
- ❑ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ❑ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ❑ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ■ None of the above

B. *Check all that apply:*

- ❑ Tax-exempt entity (as described in 26 U.S.C. § 501)
- ❑ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- ❑ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See http://www.uscourts.gov/four-digit-national-association-naics-codes .

3363

8. Under which chapter of the Bankruptcy Code is the debtor filing?

A debtor who is a "small business debtor" must check the first sub-box. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second sub-box.

Check one:

- ❑ Chapter 7
- ❑ Chapter 9
- ■ Chapter 11. *Check **all** that apply*:
  - ❑ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than $2,725,625. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
  - ❑ The debtor is a debtor as defined in 11 U.S.C. § 1182(1), its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than $7,500,000, **and it chooses to proceed under Subchapter V of Chapter 11.** If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return, or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
  - ❑ A plan is being filed with this petition.
  - ❑ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
  - ❑ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
  - ❑ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
- ❑ Chapter 12

Debtor Garrett Motion Ireland C Limited
Name

Case number (*if known*)_____

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?

If more than 2 cases, attach a separate list.

☒ No

☐ Yes. District _____ When _____ Case number _____
MM / DD / YYYY

District _____ When _____ Case number _____
MM / DD / YYYY

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?

List all cases. If more than 1, attach a separate list.

☐ No

☒ Yes. Debtor See Annex 1 Relationship _____

District _____ When _____
MM / DD / YYYY

Case number, if known _____

11. Why is the case filed in *this district*?

Check all that apply:

☐ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.

☒ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?

☒ No

☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (*Check all that apply.*)

☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
What is the hazard? _____

☐ It needs to be physically secured or protected from the weather.

☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).

☐ Other _____

Where is the property?_____
Number Street

_____

_____ _____ _____
City State ZIP Code

Is the property insured?

☐ No

☐ Yes. Insurance agency _____

Contact name _____

Phone _____

Statistical and administrative information

Debtor Garrett Motion Ireland C Limited
Name

Case number (*if known*)_____

13. Debtor's estimation of available funds

Check one:

- ■ Funds will be available for distribution to unsecured creditors.
- ❑ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors*

❑ 1-49	❑ 1,000-5,000	❑ 25,001-50,000
❑ 50-99	■ 5,001-10,000	❑ 50,001-100,000
❑ 100-199	❑ 10,001-25,000	❑ More than 100,000
❑ 200-999		

15. Estimated assets*

❑ $0-$50,000	❑ $1,000,001-$10 million	❑ $500,000,001-$1 billion
❑ $50,001-$100,000	❑ $10,000,001-$50 million	■ $1,000,000,001-$10 billion
❑ $100,001-$500,000	❑ $50,000,001-$100 million	❑ $10,000,000,001-$50 billion
❑ $500,001-$1 million	❑ $100,000,001-$500 million	❑ More than $50 billion

16. Estimated liabilities*

❑ $0-$50,000	❑ $1,000,001-$10 million	❑ $500,000,001-$1 billion
❑ $50,001-$100,000	❑ $10,000,001-$50 million	■ $1,000,000,001-$10 billion
❑ $100,001-$500,000	❑ $50,000,001-$100 million	❑ $10,000,000,001-$50 billion
❑ $500,001-$1 million	❑ $100,000,001-$500 million	❑ More than $50 billion

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 9 / 20 / 2020
MM / DD / YYYY

✘ /s/ Sean Deason
Signature of authorized representative of debtor

Sean Deason
Printed name

Title Authorized Signatory

*Estimates provided on a consolidated basis for all debtors.

Debtor Garrett Motion Ireland C Limited
Name

Case number (*if known*)

18. Signature of attorney

✘ /s/ Andrew G. Dietderich
Signature of attorney for debtor

Date 9 / 20 / 2020
MM / DD / YYYY

Andrew G. Dietderich
Printed name

Sullivan & Cromwell LLP
Firm name

125 Broad Street
Number Street

New York NY 10004
City State ZIP Code

(212) 558-4000 dietdericha@sullcrom.com
Contact phone Email address

2850584 NY
Bar number State

ANNEX 1

Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the "Debtors") filed a petition in this Court for relief under Chapter 11 of Title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the Chapter 11 case of Garrett Motion Inc.

1. Garrett Motion Inc.
2. BRH LLC
3. Calvari Limited
4. Friction Materials LLC
5. Garrett ASASCO Inc.
6. Garrett Borrowing LLC
7. Garrett Holding Company Sàrl
8. Garrett LX I S.à r.l.
9. Garrett LX II S.à r.l.
10. Garrett LX III S.à r.l.
11. Garrett Motion Australia Pty Limited
12. Garrett Motion Automotive Research Mexico S. de R.L. de C.V.
13. Garrett Motion Holdings Inc.
14. Garrett Motion Holdings II Inc.
15. Garrett Motion International Services S.R.L.
16. Garrett Motion Ireland A Limited
17. Garrett Motion Ireland B Limited
18. Garrett Motion Ireland C Limited
19. Garrett Motion Ireland Limited
20. Garrett Motion Italia S.r.l.
21. Garrett Motion Japan Inc.
22. Garrett Motion LLC
23. Garrett Motion México, Sociedad Anónima de Capital Variable
24. Garrett Motion Romania S.R.L.
25. Garrett Motion Sàrl
26. Garrett Motion Slovakia s.r.o.

27. Garrett Motion Switzerland Holdings Sàrl
28. Garrett Motion UK A Limited
29. Garrett Motion UK B Limited
30. Garrett Motion UK C Limited
31. Garrett Motion UK D Limited
32. Garrett Motion UK Limited
33. Garrett Transportation I Inc.
34. Garrett Transportation Systems Ltd
35. Garrett Transportation Systems UK II Ltd
36. Garrett TS Ltd
37. Garrett Turbo Ltd

EXECUTION VERSION

UNANIMOUS WRITTEN RESOLUTION OF THE BOARD OF DIRECTORS OF GARRETT MOTION IRELAND C LIMITED

September 20, 2020

The undersigned, being all of the directors of Garrett Motion Ireland C Limited (the "Company") entitled to attend and vote at a meeting of the board of directors of the Company (the "Board"), acting pursuant to Section 161(1) of the Companies Act 2014 (the "Act") and Regulation 10 of the Constitution of the Company, unanimously resolve that the following resolutions be passed to take effect as resolutions of the Board:

Voluntary Petitions and Bankruptcy Case

WHEREAS, the Board has reviewed and discussed the financial and operational condition of the Company and the Company's business, including the current and historical performance of the Company, the assets and liquidity of the Company, the current and long-term liabilities of the Company and current market conditions;

WHEREAS, the Board has received, reviewed, and discussed the recommendations of management of the Company and the Company's legal, financial, and other advisors as to the relative risks and benefits of the strategic alternatives available to the Company, including a bankruptcy proceeding (the "Bankruptcy Case") under the provisions of Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code"), and has discussed forms or descriptions of the key "first day" and "second day" filings that would be proposed to be made by the Company in connection with the Bankruptcy Case (the "Initial Filings");

WHEREAS, after review and discussion and due consideration of all of the information presented to the Board, the Board deems it advisable and in the best interests of the Company, its stockholders, its creditors, its subsidiaries, its stakeholders and other interested parties for the Company to commence the Bankruptcy Case by filing a voluntary petition for relief under the provisions of the Bankruptcy Code (the "Petition"); and

WHEREAS, the Board deems it advisable and in the best interests of the Company, its stockholders, its creditors, its subsidiaries, its stakeholders and other interested parties for the Company to make the Initial Filings and to conduct the business of the Company as contemplated thereby;

WHEREAS, pursuant to Section 41 of the Act, the Company is entitled to empower any person, either generally or in respect of any specified matters, as its attorney, to execute deeds or do any other matter on its behalf in any place whether inside or outside the Republic of Ireland and, accordingly, the Board is entitled by power of attorney to appoint any person to be the attorney of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the directors) for such period and subject to such conditions as the Board

may think fit and that such power of attorney may authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in him;

WHEREAS, under the form of the power of attorney appended hereto (the "Power of Attorney"), the Board desires to appoint Jerome P. Maironi, and in his absence, Sean Deason (the "Attorneys") as the Company's attorneys for the purposes of executing on the Company's behalf documentation in connection with the matters set out herein including, without limitation, the Bankruptcy Case, the Credit Agreement and other Loan Documents (defined below);

NOW, THEREFORE, BE IT RESOLVED, that having considered all relevant facts and circumstances, in the judgment of the Board, it is desirable and in the best interests of the Company, its stockholders, its creditors, its subsidiaries, its stakeholders and other interested parties that the Petition and the Initial Filings be filed by the Company in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"); and

FURTHER RESOLVED, that the Company shall be, and it hereby is, authorized, directed and empowered (i) to file the Petition and the Initial Filings and (ii) to perform any and all such acts as are reasonable, advisable, expedient, convenient, proper or necessary to effect the foregoing; and

FURTHER RESOLVED, that the Company shall be, and it hereby is, authorized, directed and empowered to enter into and perform its obligations (including with respect to the payment of any consent fee) under the Restructuring Support Agreement, by and among Garrett Motion Inc., the Company, the other debtors party thereto and the consenting lenders party thereto;

FURTHER RESOLVED, that any member of the Board (each, a "Designated Person" and collectively, the "Designated Persons") be, and each of them, acting alone or together with any Attorney, hereby is, authorized, directed and empowered, on behalf of and in the name of the Company to execute and verify the Petition and the Initial Filings as well as all other ancillary documents and to cause the Petition and the Initial Filings to be filed with the Bankruptcy Court, and to make or cause to be made prior to the execution thereof any modifications to the Petition, the Initial Filings, or any ancillary documents, and to execute, verify and file or cause to be filed all petitions, schedules, lists, motions, applications and other papers or documents, agreements, deeds, letters, instruments or certificates necessary or desirable in connection with any of the foregoing ("Ancillary Documents") under hand or under seal, provided that if any Ancillary Document requires execution under seal, the seal shall be affixed in the manner prescribed in the Company's Constitution; and

FURTHER RESOLVED, that the law firm of Sullivan and Cromwell LLP ("S&C") be, and hereby is, authorized, empowered and directed to represent the Company as its counsel in connection with the Bankruptcy Case, to represent and assist the Company in carrying out its duties under the Bankruptcy Code and to take any and all actions to advance the Company's rights, including the preparation of pleadings and

filings in the Bankruptcy Case; and in connection therewith, the Designated Persons be and each of them, acting alone or in any combination or with any Attorney, hereby is, authorized, directed and empowered, on behalf of and in the name of the Company to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Bankruptcy Case, and to cause to be filed an appropriate application for authority to retain the services of S&C; and

FURTHER RESOLVED, that the law firm of Quinn Emanuel Urquhart & Sullivan LLP ("QE") be, and hereby is, authorized, empowered and directed to represent the Company as its co-counsel in connection with the Bankruptcy Case, to represent and assist the Company in carrying out its duties under the Bankruptcy Code and to take any and all actions to advance the Company's rights, including the preparation of pleadings and filings in the Bankruptcy Case; and in connection therewith, the Designated Persons be and each of them, acting alone or in any combination or with any Attorney, hereby is, authorized, directed and empowered, on behalf of and in the name of the Company to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Bankruptcy Case, and to cause to be filed an appropriate application for authority to retain the services of QE; and

FURTHER RESOLVED, that the investment bank of Perella Weinberg Partners LP ("Perella") be, and hereby is, engaged to provide investment banking and other related services to the Company in the Bankruptcy Case; and in connection therewith, the Designated Persons be and each of them, acting alone or in any combination or with any Attorney, hereby is, authorized, directed and empowered, on behalf of and in the name of the Company to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Bankruptcy Case, and to cause to be filed an appropriate application for authority to retain the services of Perella; and

FURTHER RESOLVED, that the investment bank of Morgan Stanley & Co. LLC ("Morgan Stanley") be, and hereby is, engaged to provide investment banking and other related services to the Company in the Bankruptcy Case; and in connection therewith, the Designated Persons be and each of them, acting alone or in any combination or with any Attorney, hereby is, authorized, directed and empowered, on behalf of and in the name of the Company to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Bankruptcy Case, and to cause to be filed an appropriate application for authority to retain the services of Morgan Stanley; and

FURTHER RESOLVED, that the firm of AlixPartners LLP ("AlixPartners") be, and hereby is, engaged to provide restructuring advice and other related services to the Company in the Bankruptcy Case; and in connection therewith, the Designated Persons be and each of them, acting alone or in any combination or with any Attorney, hereby is, authorized, directed and empowered, on behalf of and in the name of the Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Bankruptcy Case, and to cause to be filed an appropriate application for authority to retain the services of AlixPartners; and

FURTHER RESOLVED, that the firm of Kurtzman Carson Consultants LLC ("KCC") be, and hereby is, engaged to act as notice, claims and balloting agent and to provide other related services to the Company in the Bankruptcy Case; and in connection therewith, the Designated Persons be and each of them, acting alone or in any combination or with any Attorney, hereby is, authorized, directed and empowered, on behalf of and in the name of the Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Bankruptcy Case, and to cause to be filed an appropriate application for authority to retain the services of KCC; and

FURTHER RESOLVED, that, any Designated Person, acting alone or in any combination or with any Attorney, be, and hereby is, authorized to cause the Company to employ other special counsel, financial advisors, investment bankers, accountants, restructuring advisors, notice, balloting and claims agents and other professionals as appropriate in connection with the Bankruptcy Case and all related matters.

FURTHER RESOLVED, that the entry into the Power of Attorney by the Company is in the best interests of and to the benefit and advantage of the Company and the powers, authorities and discretions delegated to the Attorney under the Power of Attorney do not exceed those vested in or exercisable by the directors, that the Power of Attorney be and is hereby approved and authorised in the form appended to this resolution, that authority be and is hereby given to any director of the Company to execute, under hand, the Power of Attorney on behalf of the Company.

DIP Financing

WHEREAS, the Board, in contemplation of the Bankruptcy Case, is considering entering into the Guarantee Agreement (defined below) and pledging certain assets as collateral in connection with a Debtor-In-Possession Credit Agreement (the "Credit Agreement"), by and among Garrett Motion Inc., as borrower (in such capacity, the "Borrower"), Citibank, N.A. as administrative agent (in such capacity, the "Administrative Agent") and the lenders party thereto from time to time (collectively, the "Lenders"), with BRH LLC; Calvari Limited; Friction Materials LLC; Garrett ASASCO Inc.; Garrett Borrowing LLC; Garrett Holding Company Sàrl; Garrett LX I S.à.r.l.; Garrett LX II S.à.r.l.; Garrett LX III S.à.r.l.; Garrett Motion Automotive Research Mexico S. de R.L. de C.V.; Garrett Motion Australia Pty Limited; Garrett Motion Holdings Inc.; Garrett Motion International Services S.R.L.; Garrett Motion Ireland A Limited; Garrett Motion Ireland B Limited; Garrett Motion Ireland C Limited; Garrett Motion Ireland Limited; Garrett Motion Italia S.r.l.; Garrett Motion Japan Inc.; Garrett Motion LLC; Garrett Motion México, Sociedad Anónima de Capital Variable; Garrett Motion Romania S.R.L.; Garrett Motion Sàrl; Garrett Motion Slovakia s.r.o.; Garrett Motion Switzerland Holdings Sàrl; Garrett Motion UK A Limited; Garrett Motion UK B Limited; Garrett Motion UK C Limited; Garrett Motion UK D Limited; Garrett Motion UK Limited; Garrett Transportation I Inc.; Garrett Transportation Systems Ltd; Garrett Transportation Systems UK II Ltd; Garrett TS Ltd and Garrett Turbo Ltd (collectively, the "Subsidiary Guarantors"), acting as guarantors thereto pursuant to a Guarantee

Agreement (the "Guarantee Agreement"), by and among the Subsidiary Guarantors, the Borrower and the Administrative Agent; and

WHEREAS, pursuant to the Credit Agreement, the lenders party thereto would extend a $250,000,000 credit facility (the "Credit Facility") to the Borrower, the proceeds of which would be used to pay fees and expenses in connection with the Bankruptcy Case and the other transactions contemplated by the Credit Agreement and the documents related thereto and to fund working capital and provide for general corporate purposes of the Borrower and the Subsidiary Guarantors (including the Company); and

WHEREAS, the Credit Facility would be secured by a security interest in substantially all of the assets, subject to certain exceptions, of the Borrower and the Subsidiary Guarantors (including the Company), and it is a requirement under the Credit Agreement and other Loan Documents (defined below) that (a) the Subsidiary Guarantors guarantee the obligations of the Borrower under the Credit Agreement and (b) the Borrower and the Subsidiary Guarantors (including the Company) each pledge substantially all of its assets, subject to certain exceptions, to secure its obligations thereunder on the terms and conditions set forth in the Loan Documents; and

WHEREAS, the Board determined that the Company will derive substantial direct and indirect benefits from the extension of credit under the Credit Agreement; and

WHEREAS, in the judgment of the Board, it is desirable and in the best interests of the Company, its stockholders, its creditors, its stakeholders and other interested parties that (a) the Company enter into the Guarantee Agreement and exercise all rights and perform all obligations provided for thereunder and (b) the Company enter into any and all documents, agreements (including security agreements), notes, instruments, certificates and notices in connection with the Credit Agreement and the Guarantee Agreement as are advisable or required in accordance with the Credit Agreement and the Guarantee Agreement (collectively with the Credit Agreement and the Guarantee Agreement, the "Loan Documents") and exercise the rights and perform the obligations as shall be set forth therein;

NOW, THEREFORE, BE IT RESOLVED, that having considered all relevant facts and circumstances, it is desirable and in the best interests of the Company, its stockholders, its creditors, its stakeholders and other interested parties, and necessary to carry out the business and affairs of the Company, for the Company to enter into the Guarantee Agreement and the other Loan Documents (as applicable), perform all obligations under the Guarantee Agreement and the other Loan Documents and grant a security interest in substantially all of its assets, subject to certain exceptions, to secure its obligations under the Guarantee Agreement; and

FURTHER RESOLVED, that the guarantee of indebtedness to be evidenced by the Credit Agreement and the other Loan Documents be, and hereby is, authorized and approved in all respects, and that the officers of the Company are hereby authorized and directed to use the proceeds from the Credit Facility in the manner contemplated by and

described in the Loan Documents and as they may otherwise determine to be appropriate; and

FURTHER RESOLVED, that, as collateral security for its obligations arising under, out of or in connection with the Guarantee Agreement and the other Loan Documents, the Company be, and hereby is, authorized to (i) grant to the Administrative Agent for the ratable benefit of the Lenders a security interest in its assets, subject to certain exceptions, whether now owned or existing or hereafter acquired pursuant to the terms and conditions set forth in the Credit Agreement and the other Loan Documents, and (ii) execute and deliver to the Administrative Agent any UCC financing statements, instruments and other documents required or desirable in relation to the transactions contemplated by the Credit Agreement, the other Loan Documents and any other related document; and

FURTHER RESOLVED, that the Guarantee Agreement and the other Loan Documents to be executed and delivered by the Company are in all respects hereby approved, and the Designated Persons be and each of them, acting alone or in any combination, hereby is, authorized, directed and empowered, on behalf of and in the name of each of the Company to execute, deliver and perform the Loan Documents to which the Company is a party containing such terms as approved by the Designated Person executing the same, with such approvals to be conclusively evidenced by the execution thereof by the Designated Person, under hand or under seal, provided that if the Guarantee or any Loan Document requires execution under seal, the seal shall be affixed in the manner prescribed in the Company's Constitution, and to perform all of the agreements and obligations of the Company under the Loan Documents and to consummate the transactions contemplated thereby, and that such Designated Persons of the Company be, and each of them individually hereby is, authorized to execute, deliver and perform such other agreements, documents, instruments, notes, certificates and notices ("Other Documents"), under hand or under seal, provided that if any Other Document requires execution under seal, the seal shall be affixed in the manner prescribed in the Company's Constitution, and to take such other actions as the Designated Person of the Company executing the same shall deem necessary or appropriate in connection with the Credit Agreement and the other Loan Documents including the granting of liens on real or personal property.

General Authorizations

RESOLVED, that in addition to the specific authorizations heretofore conferred upon the Designated Persons, and in addition to the existing signatories of the Company, any of the Designated Persons, acting alone or in any combination or with any Attorney, be, and hereby is, authorized, directed and empowered, in the name and on behalf of the Company, to do or cause to be done all such further acts and things, including the payment of all fees, expenses, appropriate retainers and other amounts payable by the Company with respect to the foregoing, and to execute, file (or cause to be filed) and deliver all such other instruments, certificates, agreements and documents as he or she may consider necessary or appropriate to enable the Company to carry out the intent and

to accomplish the purposes of the foregoing resolutions and perform the obligations of the Company under the Bankruptcy Code and the Loan Documents; and

FURTHER RESOLVED, that the Designated Persons be, and each of them acting alone or with any Attorney is, hereby authorized, directed and empowered from time to time in the name and on behalf of the Company, to exercise the rights and powers of the Company as such Designated Person may deem necessary, appropriate or desirable to accomplish the purposes of the foregoing resolutions and perform the obligations of the Company under the Bankruptcy Code and the Loan Documents; and

FURTHER RESOLVED, that all actions heretofore taken by any Designated Person of the Company in connection with the foregoing resolutions, the Petition, the Credit Facility and related matters be, and they hereby are, confirmed, ratified and approved in all respects; and

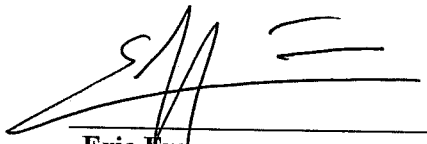
FURTHER RESOLVED, that each member of the Board hereby waives any notice, procedural or other formalities requirements which may be required in order to hold a meeting of the Company's Board.

Approval Subject to Entry into Stock and Asset Purchase Agreement

RESOLVED, that the approvals and authorizations set forth in the foregoing resolutions shall in all cases be subject to the entry by the Company's affiliates, Garrett Motion Inc., Garrett Motion Holdings Inc. and Garrett ASASCO Inc. into a definitive Stock and Asset Purchase Agreement providing for the sale of substantially all of their assets.

[*Signature Page Follows*]

SIGNED AS OF THE DATE FIRST WRITTEN ABOVE:



Eric Fraysse
Director

Russell James
Director

Thierry Mabru
Director

Koenraad Van Himbeeck
Director

SIGNED AS OF THE DATE FIRST WRITTEN ABOVE:

Eric Fraysse
Director

Russell James
Director



Thierry Mabru
Director

Koenraad Van Himbeeck
Director

[*Signature Page to UWR of the Board of Directors of Garrett Motion Ireland C Limited*]

SIGNED AS OF THE DATE FIRST WRITTEN ABOVE:

Eric Fraysse
Director

Russell James
Director

Thierry Mabru
Director

Koenraad Van Himbeeck
Director

[*Signature Page to UWR of the Board of Directors of Garrett Motion Ireland C Limited*]

APPENDIX

POWER OF ATTORNEY

POWER OF ATTORNEY

THIS POWER OF ATTORNEY is made on the _20_ day of September 2020 by **GARRETT MOTION IRELAND C LIMITED**, a private company limited by shares registered under Part 2 of the Companies Act, 2014, incorporated under the laws of Ireland having registered number 300570 and having its registered office address at Riverview House, Harvey's Quay, Limerick V94 R3DE (the **Company**).

THIS POWER OF ATTORNEY PROVIDES as follows:

1. **APPOINTMENT AND POWERS**

1.1 The Appointor hereby irrevocably appoints **Jerome P. Maironi** of Geneva, Switzerland, and in the event that he is unable to act, **Sean Deason** of Commugny, Switzerland (the **Attorney**) to be the Appointor's true and lawful attorney (*with full power to appoint substitutes and to sub-delegate, including the power to authorise the person so appointed to make further appointments*) and in the Appointor's name and on the Appointor's behalf and for the Appointor's benefit, either acting alone or with any of the Designated Persons:

1.1.1 to execute and verify the Petition and the Initial Filings as well as all other ancillary documents and to cause the Petition and the Initial Filings to be filed with the Bankruptcy Court, and to make or cause to be made prior to the execution thereof any modifications to the Petition, the Initial Filings, or any ancillary documents, and to execute, verify and file or cause to be filed all petitions, schedules, lists, motions, applications and other papers or documents, agreements, deeds, letters, instruments or certificates necessary or desirable in connection with any of the foregoing;

1.1.2 to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Bankruptcy Case, and to cause to be filed an appropriate application for authority to retain the services of S&C;

1.1.3 to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Bankruptcy Case, and to cause to be filed an appropriate application for authority to retain the services of QE;

1.1.4 to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Bankruptcy Case, and to cause to be filed an appropriate application for authority to retain the services of Perella;

1.1.5 to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Bankruptcy Case, and to cause to be filed an appropriate application for authority to retain the services of Morgan Stanley;

1.1.6 to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Bankruptcy Case, and to cause to be filed an appropriate application for authority to retain the services of AlixPartners;

1.1.7 to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Bankruptcy Case, and to cause to be filed an appropriate application for authority to retain the services of KCC;

1.1.8 to cause the Company to employ other special counsel, financial advisors, investment bankers, accountants, restructuring advisors, notice, balloting and claims agents and other professionals as appropriate in connection with the Bankruptcy Case and all related matters;

1.1.9 to execute, deliver and perform the Loan Documents to which the Company is a party containing such terms as approved by the Attorney executing the same, with such approvals to be conclusively evidenced by the execution thereof by the Attorney, and to perform all of the agreements and obligations of the Company under the Loan Documents and to consummate the transactions contemplated thereby, and that such Attorney be, and is, authorized to execute, deliver and perform such other agreements, documents, instruments, notes, certificates and notices, and to take such other actions as the Attorney executing the same shall deem necessary or appropriate in connection with the Credit Agreement and the other Loan Documents; including the establishment of bank accounts, the granting of additional liens on real property or otherwise and the granting and perfection of pledges of equity interests in its subsidiaries in connection with the security interests granted therein;

1.1.10 to do or cause to be done all such further acts and things, including the payment of all fees, expenses, appropriate retainers and other amounts payable by the Company with respect to the foregoing, and to execute, file (or cause to be filed) and deliver all such other instruments, certificates, agreements and documents as he or she may consider necessary or appropriate to enable the Company to carry out the intent and to accomplish the purposes of the foregoing resolutions and perform the obligations of the Company under the Bankruptcy Code and the Loan Documents; and

1.1.11 to exercise the rights and powers of the Company as such Designated Person may deem necessary, appropriate or desirable to accomplish the purposes of the foregoing resolutions and perform the obligations of the Company under the Bankruptcy Code and the Loan Documents.

2. **APPOINTOR'S UNDERTAKING**

2.1 The Appointor hereby ratifies and confirms and undertakes to ratify and confirm whatever the Attorney does or purports to do or causes to be done in the exercise of any power conferred by this Power of Attorney.

3. **VALIDITY**

3.1 This Power of Attorney shall be conclusive and binding upon the Attorney and the Appointor, and no person having dealings with the Attorney under this Power of Attorney shall be under any obligation to make enquiries as to whether or not this Power of Attorney has been revoked.

3.2 All acts under this Power of Attorney shall be valid and binding on the Appointor unless express notice of its revocation shall have been received by the relevant person having dealings with the Attorney under this Power of Attorney.

3.3 The Appointor declares that a person who deals with the Attorney in good faith may accept a written statement signed by that Attorney to the effect that this Power of Attorney has not been revoked as conclusive evidence of that fact.

4. **INDEMNITY**

4.1 The Appointor undertakes and agrees:

4.1.1 to indemnify the Attorney against all actions, claims, demands, proceedings, costs, charges, expenses and other liabilities whatsoever which may be made against the Attorney or for which the Attorney may become liable by reason of acting pursuant to this Power of Attorney; and

4.1.2 that the Attorney shall not be liable to the Appointer for any loss or damage occurring as a result of any act or omission made by the Attorney in good faith by reason of acting pursuant to this Power of Attorney.

5. **GOVERNING LAW AND JURISDICTION**

5.1 This Power of Attorney (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Power of Attorney, its subject matter or its formation, (*including non-contractual disputes or claims*)) shall be governed by and construed in accordance with the laws of Ireland.

5.2 The parties irrevocably agree that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Power of Attorney or its subject matter or formation (*including non-contractual disputes or claims*), and, for such purposes, the Appointer irrevocably submits to the exclusive jurisdiction of such courts. Any proceedings, suit or action arising out of or in connection with this Power of Attorney shall therefore be brought in the courts of Ireland.

6. **DURATION**

6.1 This Power of Attorney shall expire at 23.59 (Irish time) on 28 February 2021 but shall be irrevocable until that time.

7. **INTERPRETATION**

7.1 The particular powers enumerated above shall be given the widest possible interpretation.

7.2 In this Power of Attorney:

7.2.1 capitalised terms used but not defined shall have the meaning given to them in the unanimous written resolution of the board of directors of the Company dated the date hereof;

7.2.2 the singular shall include the plural and vice versa;

7.2.3 references to words in one gender include references to the other genders;

7.2.4 references to a "person" includes any individual, partnership, firm, trust, body corporate, government, governmental body, agency, unincorporated body of persons or association and a reference to a "person" includes a reference to that person's successors and permitted assigns;

7.2.5 the headings are inserted for convenience only and do not affect its construction; and

7.2.6 the expressions "include", "includes", "including", and similar expressions shall be construed without limitation.

The remainder of this page is intentionally left blank.

IN WITNESS of which this Power of Attorney has been executed and takes effect on the date first appearing above.

SIGNED for and on behalf of
GARRETT MOTION IRELAND C LIMITED

DIRECTOR

in the presence of:

Witness signature:

Witness name:

Jérôme Maironi

Witness address:

Garrett Motion

Z.A. La Pièce 16

1180 Rolle, Switzerland

Fill in this information to identify the case and this filing:

Debtor Name Garrett Motion Ireland C Limited

United States Bankruptcy Court for the: Southern District of NY (State)

Case number (*If known*): _____

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors 12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets–Real and Personal Property* (Official Form 206A/B)
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)
- ☐ *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)
- ☐ *Schedule H: Codebtors* (Official Form 206H)
- ☐ *Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)
- ☐ Amended *Schedule* ____
- ☑ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders* (Official Form 204)
- ☑ Other document that requires a declaration Corporate Ownership Statement

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 09/20/2020
MM / DD / YYYY

✘ /s/ Sean Deason
Signature of individual signing on behalf of debtor

Sean Deason
Printed name

Authorized Signatory
Position or relationship to debtor

Consolidated List of 30 Largest Unsecured Creditors (Excluding Insiders)

Pursuant to Local Rule 1007-2(a)(4), to the best of the Debtors' knowledge and belief, the following table sets forth the information of each of the holders of the Debtors' 30 largest unsecured claims on a consolidated basis, excluding claims of insiders.

#	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (e.g., trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim as of the Petition Date
1	Honeywell 300 South Tryon Street Charlotte NC 28202 USA	Anne T Madden +1 973 727 5996 anne.madden@honeywell.com	Litigation	Contingent	Undetermined
2	Tennessee Department of Environment and Conservation 312 Rosa L Parks Ave, Tennessee Tower, 2nd Floor Nashville TN 37243 USA	David W. Salyers, P.E. (615) 532 0109 https://www.tn.gov/environment/ask-tdec-form.html	Environmental Liability	Contingent	Undetermined
3	Comune di Atessa (Chieti) Largo Municipio, 1 Atessa, Chieti 66041 Italy	Ing. Maurizio Calabrese 0872-850421 maurizio.calabrese@comunediatessa.it	Environmental Liability	Contingent	Undetermined
4	Deutsche Bank Luxembourg S.A (as Agent on the 2026 Senior Notes) Winchester House, 1 Great Winchester St London State EC2N 2DB United Kingdom	Adam Wilson +44 20 754-70359 adam.wilson@db.com	Financial Debt	No	$ 422,100,000
5	Mei Ta Industrial 31, Xingpang Rd.,,Kueishan Dist., Taoyuan City 33370 Taiwan	Michael Gao +86 13920059446 michaelgao@nws.cn	Trade	No	$ 24,428,518
6	WUXI YELONG PRECISION MACHINERY CO Luoshe Supporting Area, Huishan Economic Development Zone Wuxi JIANGSU 214187 China Peoples Rep	Jeff Bai +86 13921507960 jeff.bai@wuxiyelong.com	Trade	No	$ 17,780,416
7	Kehua No.63, Yongkang Rd., Yuqiao Village, Zhuze Town Liyang JIANGSU 213354 China Peoples Rep	Felix Chen +86 13861209119 felix.chen@khmm.com.cn	Trade	No	$ 17,682,504
8	UniCredit 8-10, rue Jean Monnet L-2180 Luxembourg	Claudia Kapinos +49 160/90109523 claudia.kapinos@unicredit.de	Supply Chain Financing	No	$ 16,162,417
9	WUXI LIHU No. 2, Tianzhu Road, Hudi Town, Binhu District Wuxi JIANGSU 214124 China Peoples Rep	Kunming Huang +86 13585093721 huangkm@chinalihu.com	Trade	No	$ 14,307,761
10	Hella Rixbecker Str. 75 Lippstadt NORDRHEIN-WESTFALEN 59557 Germany	Peter Klüner +49 172 238 4356 peter.kluener@hella.com	Trade	No	$ 9,614,930
11	WUXI BEST PRECISION MACHINERY CO No.18, Hehuan West Road, Hudai Town, Binhu District Wuxi JIANGSU 214161 China Peoples Rep	Winni Pu +86 189 2152 3333 tianfeng.pu@wuxibest.com	Trade	No	$ 6,632,855

Note: EUR/USD rate on 2026 notes and UniCredit facility: 1.00/1.18

#	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (e.g., trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim as of the Petition Date
12	CASTEC 24 Hakjang-ro 63beon-gil, Sasang-gu Busan 47026 Korea, Republic of	H.S.Yoon +82 10 5298 5410 hsyoon@castec.co.kr	Trade	No	$ 6,470,162
13	Magneti Marelli via del Timavo 33 BOLOGNA BOLOGNA 40131 Italy	Giuseppe Bisceglie +39 3316794104 giuseppe.bisceglie@marelli.com	Trade	No	$ 5,610,322
14	Cogeme Calea Campulungului Nr 76b Micesti 117465 Romania	Nicola Vendittelli +39 346 85 24 521 nicola.vendittelli@cogemeset.eu	Trade	No	$ 5,432,090
15	MITSUBISHI ELECTRIC 25 BOULEVARD DES BOUVETS NANTERRE Ile-de-France 92000 France	Albin Jayat +33 1 55 68 55 68 Albin.Jayat@fra.mee.com	Trade	No	$ 5,377,530
16	Wescast Szent Borbala u. 16. Oroszlany 2840 Hungary	Sean Zheng +86 18908087287 / 18930301657 zhengxiang@bohonggroup.com.cn	Trade	No	$ 5,170,808
17	Faist VIA DELL'INDUSTRIA 2 MONTONE PERUGIA 6014 Italy	Marcello Pennicchi +39 3484117493 pennicchi@faistcomp.com	Trade	No	$ 4,558,082
18	Shanghai LiangJi No.568, Dongzhou Road, Dongjing Town, Songjiang District Shanghai SHANGHAI 201619 China Peoples Rep	Cynthia Chen +86 13817782079 cy@liangji.com.cn	Trade	No	$ 3,881,636
19	Streit 21 AVENUE GASTON RENAUD SANTOCHE DOUBS 25340 France	Roland Streit +33 3 81 90 66 70 r.streit@groupe-streit.com	Trade	No	$ 3,663,151
20	Pierburg Alfred-Pierburg-Str. 1 Neuss NORDRHEIN-WESTFALEN 41460 Germany	Karsten Sonnenschein +49 1737340623 karsten.sonnenschein@de.kspg.com	Trade	No	$ 3,137,310
21	Wuxi Xinan Aluminum Technology Co., Rengang Village, Xuelang St., Binhu District Wuxi JIANGSU 214128 China Peoples Rep	Gu Dengfeng +86 137 7104 0622 Gu.dengfeng@Xn-casting	Trade	No	$ 2,999,158
22	COMPA SA STR. HENRI COANDA NR 8 Sibiu 550003 Romania	Ioan Deac +40 269 237 878 ioan.deac@compa.ro	Trade	No	$ 2,908,118

#	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (e.g., trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim as of the Petition Date
23	Aikoku Alpha Corp 4-1, HONGOJUICHI, SOBUECHOMORIKAMI INAZAWA AICHI 495-0011 Japan	Masaki Nakashima +81 587 97 8212 m-nakashima@aikoku.com	Trade	No	$ 2,728,148
24	Booster Precision Components Hloza 2520 Belusa 1861 Slovakia	Paul Santarelli +33 6 24 84 77 11 Paul.Santarelli@booster-precision.com	Trade	No	$ 2,684,954
25	Jiangyin Machine Building Inc 8 Yuexiang Road, Yuecheng Town Jiangyin JIANGSU 214404 China Peoples Rep	Shawn Chen +86 13915243695 shawn@jymw.com.cn	Trade	No	$ 2,507,323
26	CRRC No. 258, Wuyi Road, Qishuyan Economic Development Zone Changzhou JIANGSU 213011 China Peoples Rep	William Sun +86 519 8980 8705 sunqing@csrqsyri.com.cn	Trade	No	$ 2,443,987
27	SICTA RUE DE LA GOUTTE D AVIN Auxelles-Bas 90200 France	André d'Alès +33 3 84 58 45 09 aaaaa@citele.fr	Trade	No	$ 2,354,638
28	CRRC Changzhou Auto Parts Co.,Ltd. No. 258, Wuyi Road, Qishuyan Economic Development Zone Changzhou JIANGSU 213011 China Peoples Rep	William Sun +86 519 8980 8705 sunqing@csrqsyri.com.cn	Trade	No	$ 2,311,621
29	ENKEI ALUMINIUM PRODUCTS No.118 YuanQing Rd Kunshan JIANGSU 215300 China Peoples Rep	Kitty Wang +86 138 1293 9175 kitty.wang@enkei.com	Trade	No	$ 2,144,269
30	Schaeffler 200 Park Ave Danbury CONNECTICUT 6813 USA	Stephan Hellmann +49 9132 82 7865 hellmsep@schaeffler.com	Trade	No	$ 2,044,122

Note: EUR/USD rate on 2026 notes and UniCredit facility: 1.00/1.18

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re	:	Chapter 11
GARRETT MOTION INC., *et al*.,[1]	:	Case No. _____ (__)
Debtors.	:	Joint Administration Pending

CORPORATE OWNERSHIP STATEMENT AND LIST OF EQUITY SECURITY HOLDERS[2]

Pursuant to rules 1007(a)(1), 1007(a)(3) and 7007.1 of the Federal Rules of Bankruptcy Procedure, Garrett Motion Inc. on behalf of itself and certain of its affiliates as debtors and debtors-in-possession (collectively, the "Debtors"), respectfully represent:

1. 10.7% of Garrett Motion Inc. is owned by Blackrock, Inc., 55 East 52nd Street, New York, NY 10005.
2. 100% of Garrett Motion Holdings Inc. is owned by Garrett Motion Inc., 16 La Pièce, Rolle, 1180, Switzerland.
3. 100% of Garrett Motion Holdings II Inc. is owned by Garrett Motion Holdings Inc., 47548 Halyard Drive, Plymouth, MI 48170.

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

[2] This list reflects holders of ten percent or more of Garrett Motion Inc.'s common stock. This list serves as the disclosure required to be made by the Debtors pursuant to rule 1007 of the Federal Rules of Bankruptcy Procedure. Pursuant to the *Debtors' Motion for Entry of an Order (I) Directing Joint Administration Of Chapter 11 Cases and (II) Waiving Requirements Of Section 342(c)(1) of the Bankruptcy Code and Bankruptcy Rules 1005 and 2002(n)* filed contemporaneously herewith, the Debtors are requesting a waiver of the requirement under rule 1007 to file a list of all of Garrett Motion Inc.'s equity security holders.

4. 100% of Garrett Transportation I Inc. is owned by Garrett Motion Holdings Inc., 47548 Halyard Drive, Plymouth, MI 48170.
5. 100% of BRH LLC is owned by Garrett Transportation I Inc., 47548 Halyard Drive, Plymouth, MI 48170.
6. 100% of Friction Materials LLC is owned by Garrett Transportation I Inc., 47548 Halyard Drive, Plymouth, MI 48170.
7. 98.80478088% of Garrett Motion International Services S.R.L. is owned by Garrett Transportation I Inc., 47548 Halyard Drive, Plymouth, MI 48170 and 1.19521912% of Garrett Motion International Services S.R.L. is owned by Friction Materials LLC, 234 E. Maple Drive, Troy, MI, 48083.
8. 100% of Garrett ASASCO Inc. is owned by Garrett Motion Holdings Inc., 47548 Halyard Drive, Plymouth, MI 48170.
9. 100% Garrett LX I S.à r.l. is owned by Garrett ASASCO Inc., 47548 Halyard Drive, Plymouth, MI 48170.
10. 100% of Garrett LX II S.à r.l. is owned by Garrett LX I S.à r.l., 19 Rue de Bitbourg, Luxembourg, L-1273, Luxembourg.
11. 100% of Garrett LX III S.à r.l. is owned by Garrett LX II S.à r.l., 19 Rue de Bitbourg, Luxembourg, L-1273, Luxembourg.
12. 100% Garrett Borrowing LLC is owned by Garrett LX III S.à r.l., 19 Rue de Bitbourg, Luxembourg, L-1273, Luxembourg.
13. 100% of Garrett TS Ltd is owned by Garrett LX III S.à r.l., 19 Rue de Bitbourg, Luxembourg, L-1273, Luxembourg.

14. 99.978602% of Garrett Motion Slovakia s.r.o. is owned by Garrett TS Ltd, Countess Avenue, Stanley Green Retail Park Unit E7, Cheadle, SK8 6QS, United Kingdom and 0.021398% of Garrett Motion Slovakia s.r.o. is owned by Garrett Transportation I Inc., 47548 Halyard Drive, Plymouth, MI 48170.
15. 100% of Garrett Motion Switzerland Holdings Sàrl is owned by Garrett TS Ltd, Countess Avenue, Stanley Green Retail Park Unit E7, Cheadle, SK8 6QS, United Kingdom.
16. 100% of Garrett Motion Sàrl is owned by Garrett Motion Switzerland Holdings Sàrl, Rue du Pommier 7, Neuchâtel, 2000, Switzerland.
17. 100% of Garrett Holding Company Sàrl is owned by Garrett Motion Sàrl, 16 La Pièce, Rolle, 1180, Switzerland.
18. 100% of Garrett Motion Australia Pty Limited is owned by Garrett Motion Sàrl, 16 La Pièce, Rolle, 1180, Switzerland.
19. 99.96666667% of Garret Motion Automotive Research Mexico S. de R.L. de C.V. is owned by Garrett Motion Sàrl, 16 La Pièce, Rolle, 1180, Switzerland and 0.03333333% of Garret Motion Automotive Research Mexico S. de R.L. de C.V. is owned by Garrett Transportation Systems Ltd, Countess Avenue, Stanley Green Retail Park Unit E7, Cheadle, SK8 6QS, United Kingdom.
20. 100% of Garrett Motion Ireland A Limited is owned by Garrett Motion Sàrl, 16 La Pièce, Rolle, 1180, Switzerland.
21. 100% of Garrett Motion Ireland Limited is owned by Garrett Motion Ireland A Limited, Unit 411, Western Industrial Estate, IDA Industrial Park, Cork Road, Waterford X91 H586, Ireland.

22. 100% of Calvari Limited is owned by Garrett Motion Ireland A Limited, Unit 411, Western Industrial Estate, IDA Industrial Park, Cork Road, Waterford X91 H586, Ireland.
23. 100% of Garrett Motion Ireland B Limited is owned by Calvari Limited, Unit 411, Western Industrial Estate, IDA Industrial Park, Cork Road, Waterford X91 H586, Ireland.
24. 100% of Garrett Motion Ireland C Limited is owned by Garrett Motion Ireland B Limited, Unit 411, Western Industrial Estate, IDA Industrial Park, Cork Road, Waterford X91 H586, Ireland.
25. 100% Garrett Motion Italia S.r.l. is owned by Garrett Motion Sàrl, 16 La Pièce, Rolle, 1180, Switzerland.
26. 100% of Garrett Motion LLC is owned by Garrett Motion Sàrl, 16 La Pièce, Rolle, 1180, Switzerland.
27. 99.99998124% of Garrett Motion México, Sociedad Anónima de Capital Variable is owned by Garrett Motion Sàrl, 16 La Pièce, Rolle, 1180, Switzerland and 0.00001876% of Garrett Motion México, Sociedad Anónima de Capital Variable is owned by Garrett Transportation Systems Ltd, Countess Avenue, Stanley Green Retail Park Unit E7, Cheadle, SK8 6QS, United Kingdom.
28. 99.9980217% of Garrett Motion Romania S.R.L. is owned by Garrett Motion Sàrl, 16 La Pièce, Rolle, 1180, Switzerland and 0.00001876% of Garrett Motion Romania S.R.L. is owned by Garrett Transportation I Inc., 47548 Halyard Drive, Plymouth, MI 48170.
29. 100% of Garrett Motion UK B Limited is owned by Garrett Motion Sàrl, 16 La Pièce, Rolle, 1180, Switzerland.

30. 100% of Garrett Motion UK C Limited is owned by Garrett Motion Sàrl, 16 La Pièce, Rolle, 1180, Switzerland.
31. 100% of Garrett Motion UK A Limited is owned by Garrett Motion UK C Limited, Countess Avenue, Stanley Green Retail Park Unit E7, Cheadle, SK8 6QS, United Kingdom.
32. 100% of Garrett Motion UK D Limited is owned by Garrett Motion Sàrl, 16 La Pièce, Rolle, 1180, Switzerland.
33. 100% of Garrett Motion UK Limited is owned by Garrett Motion UK D Limited, Countess Avenue, Stanley Green Retail Park Unit E7, Cheadle, SK8 6QS, United Kingdom.
34. 100% of Garrett Transportation Systems Ltd is owned by Garrett Motion Sàrl, 16 La Pièce, Rolle, 1180, Switzerland.
35. 100% of Garrett Motion Japan Inc. is owned by Garrett Transportation Systems Ltd, Countess Avenue, Stanley Green Retail Park Unit E7, Cheadle, SK8 6QS, United Kingdom.
36. 100% of Garrett Transportation Systems UK II Ltd is owned by Garrett Motion Sàrl, 16 La Pièce, Rolle, 1180, Switzerland.
37. 100% of Garrett Turbo Ltd is owned by Garrett Motion Sàrl, 16 La Pièce, Rolle, 1180, Switzerland.