

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 Italia S.R.L.

2. All other names debtor used in the last 8 years Honeywell Garrett Italia S.R.L.

Include any assumed names, trade names, and *doing business* as names

3. Debtor's federal Employer Identification Number (EIN) 98 - 0403934

| | | |
|---------------------|--|--|
| 4. Debtor's address | Principal place of business | Mailing address, if different from principal place of business |
| | <u>6 Via Ancona</u> <small>Number Street</small> | <u>47548 Halyard Drive</u> <small>Number Street</small> |
| | <u>Atessa Chieti 66041</u> <small>City State ZIP Code</small> | <u>Plymouth MI 48170</u> <small>City State ZIP Code</small> |
| | <u>Italy</u> <small>County</small> | Location of principal assets, if different from principal place of business <small>Number Street</small> <small>City State ZIP Code</small> |

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



Debtor Garrett Motion Italia S.R.L.
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 Italia S.R.L.
Name

Case number (if known) _____

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

No

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

If more than 2 cases, attach a separate list.

District _____ When MM / DD / YYYY Case number _____

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

No

Yes. Debtor See Annex 1 Relationship _____

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

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 Italia S.R.L.
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*

- | | | |
|----------------------------------|--|--|
| <input type="checkbox"/> 1-49 | <input type="checkbox"/> 1,000-5,000 | <input type="checkbox"/> 25,001-50,000 |
| <input type="checkbox"/> 50-99 | <input checked="" type="checkbox"/> 5,001-10,000 | <input type="checkbox"/> 50,001-100,000 |
| <input type="checkbox"/> 100-199 | <input type="checkbox"/> 10,001-25,000 | <input type="checkbox"/> More than 100,000 |
| <input type="checkbox"/> 200-999 | | |

15. Estimated assets*

- | | | |
|--|--|--|
| <input type="checkbox"/> \$0-\$50,000 | <input type="checkbox"/> \$1,000,001-\$10 million | <input type="checkbox"/> \$500,000,001-\$1 billion |
| <input type="checkbox"/> \$50,001-\$100,000 | <input type="checkbox"/> \$10,000,001-\$50 million | <input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input type="checkbox"/> \$100,001-\$500,000 | <input type="checkbox"/> \$50,000,001-\$100 million | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion |

16. Estimated liabilities*

- | | | |
|--|--|--|
| <input type="checkbox"/> \$0-\$50,000 | <input type="checkbox"/> \$1,000,001-\$10 million | <input type="checkbox"/> \$500,000,001-\$1 billion |
| <input type="checkbox"/> \$50,001-\$100,000 | <input type="checkbox"/> \$10,000,001-\$50 million | <input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input type="checkbox"/> \$100,001-\$500,000 | <input type="checkbox"/> \$50,000,001-\$100 million | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> 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

x /s/ Sean Deason

Signature of authorized representative of debtor

Title Authorized Signatory

Sean Deason

Printed name

*Estimates provided on a consolidated basis for all debtors.

Debtor Garrett Motion Italia S.R.L.
Name

Case number (if known) _____

18. Signature of attorney

X /s/ Andrew G. Dietderich

Date 9 / 20 / 2020

Signature of attorney for debtor

MM / DD / YYYY

Andrew G. Dietderich

Printed name

Sullivan & Cromwell LLP

Firm name

125 Broad Street

Number Street

New York

City

NY

State

10004

ZIP Code

(212) 558-4000

Contact phone

dietdericha@sullcrom.com

Email address

2850584

Bar number

NY

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

GARRETT MOTION ITALIA S.R.L.

**VERBALE DELLA RIUNIONE DEL
CONSIGLIO DI AMMINISTRAZIONE DEL
14 SETTEMBRE 2020**

**MINUTES OF THE BOARD OF DIRECTORS'
MEETING DATED 14 SEPTEMBER 2020**

L'anno 2020, il giorno 14 del mese di settembre alle ore 13:15, si è riunito il consiglio di amministrazione di Garrett Motion Italia S.r.l. (la "**Società**") per discutere e deliberare sul seguente

On 14 September 2020 at 13h15, the board of directors of Garrett Motion Italia S.r.l. (the "**Company**") is held in order to discuss and resolve upon the following

Ordine del Giorno

Agenda

A. Deliberazioni relative e conseguenti alla procedura statunitense ai sensi del US *Chapter 11* del *Title 11* dello *United States Code, 11 USC 101* e ss. (il "**Codice Fallimentare Statunitense**") intrapresa dalla società capogruppo Garrett Motion Inc. (la "**Capogruppo**") e al ricorso da parte della Società alla medesima procedura (la "**Procedura**") nonché alla sottoscrizione da parte della Società del Contratto di Finanziamento DIP e del Contratto di Garanzia (come *infra* definiti) e alla costituzione di alcuni *asset* della Società a garanzia del finanziamento denominato "*Debtor-in-Possession Credit Agreement*" (il "**Finanziamento DIP**") (il "**Contratto di Finanziamento DIP**") tra Garrett Motion Inc., quale beneficiario (in tale qualità, il "**Beneficiario**"), Citibank, N.A. quale *administrative agent* (in tale qualità, l'"**Administrative Agent**") e i relativi finanziatori (congiuntamente, i "**Finanziatori**") da un lato e BRH LLC; Calvari Limited; Friction Materials LLC; Garrett ASASCO

A. Resolution relating and consequent to a United States bankruptcy proceeding under Chapter 11 of Title 11 of the *United States Code, 11 USC 101* et seq. (the "**US Bankruptcy Code**") carried out by the parent company Garrett Motion Inc. (the "**Parent Company**") and to the voluntary filing by the Company for relief under the same proceedings (the "**Bankruptcy Case**"), and to the execution by the Company of the DIP Credit Agreement and the Guarantee Agreement (defined below) and pledging certain assets as collateral in connection with a Debtor-In-Possession Credit Agreement (the "**DIP Credit Facility**") (the "**DIP 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

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 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 e Garrett Turbo Ltd (congiuntamente, le “**Controllate**”) in qualità di garanti ai sensi di un contratto di garanzia retto dal diritto statunitense (il “**Contratto di Garanzia**”) che sarà sottoscritto tra le stesse Controllate, il Beneficiario e l’Administrative Agent.

Ai sensi dell’articolo 10 dello statuto assume la presidenza della riunione il Signor Fernando Marafon, il quale, concordi tutti i presenti, chiede al Dott.

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 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.

Pursuant to article 10 of the by-laws, Mr. Fernando Marafon takes the chair of the meeting and, with the agreement of all the attendees, appoints Mr. Jerome P. Maironi

Jerome P. Maironi, che accetta, di fungere da segretario. as secretary, who accepts such appointment.

Il Presidente constata e fa constatare:

The Chairman acknowledges:

- che partecipano tramite collegamento in video/audio-conferenza ai sensi dell'articolo 10 dello statuto nonché ai sensi del DPCM 22 Marzo 2020 e del D.L. 18/2020 gli amministratori, Sig.ri Jerome Maironi e Fabrice Spenninck;
 - che partecipa tramite collegamento in video/audio-conferenza ai sensi dell'articolo 10 dello statuto nonché ai sensi del DPCM 22 Marzo 2020 e del D.L. 18/2020 il sindaco, Signor Piero Gennari;
 - l'identità e la legittimazione degli intervenuti alla riunione;
 - che ai soggetti che partecipano in video/audio-conferenza è consentito di seguire la discussione e di intervenire in tempo reale sugli argomenti all'ordine del giorno.
- that the following directors, Mr. Jerome Maironi and Fabrice Spenninck are attending by way of video/conference call, pursuant to article 10 of the by-laws and in accordance to the Italian Prime Minister's Decree 22 March 2020 and Legislative Decree no. 18/2020;
 - that the statutory auditor, Mr. Piero Gennari is attending in by way of video/conference call, pursuant to article 10 of the by-laws and in accordance to the Italian Prime Minister's Decree 22 March 2020 and Legislative Decree no. 18/2020;
 - that the identity and the legitimacy of the attendees have been duly ascertained;
 - the persons attending the meeting by means of video/conference call may follow the discussion and take part in the discussion on the items on the agenda.

Il Presidente dichiara, quindi, il Consiglio di Amministrazione validamente costituito.

Consequently, the Chairman declares that the meeting is validly held.

* * *

* * *

Passando alla trattazione del primo punto all'ordine del giorno, il Presidente richiama le discussioni che hanno avuto luogo nel corso delle precedenti riunioni del Consiglio di Amministrazione in merito alla procedura di cui al *Chapter 11* del Codice Fallimentare Statunitense, al Contratto di Finanziamento DIP nonché alle relative garanzie che saranno rilasciate da parte della Società e alla relativa convenienza e conformità

The Chairman opens the floor with regard to the first item on the agenda referring to the discussions occurred during previous meetings of the Board of Directors regarding the structure of the proceeding under Chapter 11 of the US Bankruptcy Code, the DIP Credit Agreement and any related guarantees and security interests to be granted by the Company, and the relevant convenience for the Company

all'interesse sociale della Società di far ricorso alla medesima procedura di *Chapter 11* del Codice Fallimentare Statunitense, che sarà trattata unitamente all'analoga domanda proposta dalla Capogruppo, e sottoscrivere accordi e qualsiasi altro documento necessario ai soli fini della concessione di garanzie reali e personali a garanzia dell'indebitamento relativo al Contratto di Finanziamento DIP.

All'esito di un'ulteriore approfondita e dettagliata discussione, il Consiglio di Amministrazione all'unanimità

Delibera

- A. di approvare il ricorso della Società alla predetta procedura di *Chapter 11* del Codice Fallimentare Statunitense, mediante la proposizione della relativa istanza ai sensi delle disposizioni applicabili e i relativi depositi denominati "first day" e "second day" che si propone siano effettuati dalla Società in relazione alla Procedura.
- B. che lo studio legale Sullivan and Cromwell LLP ("S&C") sia autorizzato e fornito dei poteri per rappresentare la Società quale consulente in relazione alla Procedura, a rappresentare e assistere la Società nell'adempiere agli obblighi ad essa imposti ai sensi del Codice Fallimentare Statunitense e a compiere ogni azione per tutelare i diritti della Società, ivi inclusa la preparazione di istanze e domande giudiziarie nel

and the consistency with its "corporate benefit" of the voluntary filing for relief under Chapter 11 of the US Bankruptcy Code, to be administrated jointly with the Parent Company's analogous voluntary petition, and the execution by the Company of agreements, notes, instruments, certificates and notices for the sole purpose of granting collaterals and personal guarantees to secure indebtedness under the DIP Credit Agreement.

Following a further broad and detailed discussion, the Board of Directors unanimously

Resolves

- A. to approve the voluntary filing for relief under *Chapter 11* of the US Bankruptcy Code proceedings, by way of an *ad hoc* petition under the applicable provisions, and the related "first day" and "second day" filings that would be proposed to be made by the Company in connection with the Bankruptcy Case.
- B. 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 US 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

contesto della Procedura; in connessione a quanto sopra, che i Soggetti Designati (come *infra* definiti), congiuntamente o disgiuntamente, siano autorizzati e forniti dei poteri, in nome e per conto della Società, a sottoscrivere gli opportuni retention agreements e corrispondere le relative *retainer fees* prima e immediatamente a seguito dell'apertura della Procedura, e a far sì che sia depositata istanza di autorizzazione a quanto precede.

- C. che lo studio legale Quinn Emanuel Urquhart & Sullivan LLP (“QE”) sia autorizzato e fornito dei poteri per rappresentare la Società in qualità di co-consulente in relazione alla Procedura, a rappresentare e assistere la Società nell'adempiere agli obblighi ad essa imposti ai sensi del Codice Fallimentare Statunitense e a compiere ogni azione per tutelare i diritti della Società, ivi inclusa la preparazione di istanze e domande giudiziarie nel contesto della Procedura; in connessione a quanto sopra, che i Soggetti Designati (come *infra* definiti), congiuntamente o disgiuntamente, siano autorizzati e forniti dei poteri, in nome e per conto della Società, a sottoscrivere gli opportuni retention agreements e corrispondere le relative *retainer fees* prima e immediatamente a seguito

connection therewith, 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 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.

- C. 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 US 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, 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

dell'apertura della Procedura, e a far sì che sia depositata istanza di autorizzazione a quanto precede.

- D. che la banca d'investimento Perella Weinberg Partners LP ("**Perella**") sia incaricata di fornire alla Società servizi di *investment banking* e altri servizi correlati nel contesto della Procedura; in connessione a quanto sopra, che i Soggetti Designati (come *infra* definiti), congiuntamente o disgiuntamente, siano autorizzati e muniti dei poteri, in nome e per conto della Società, a sottoscrivere gli opportuni retention agreements e corrispondere le relative *retainer fee* prima e immediatamente a seguito dell'apertura della Procedura, e a far sì che sia depositata istanza di autorizzazione a quanto precede.

- E. che la banca d'investimento Morgan Stanley & Co. LLC ("**Morgan Stanley**") sia incaricata di fornire alla Società servizi di *investment banking* e altri servizi correlati nel contesto della Procedura; in connessione a quanto sopra, che i Soggetti Designati (come *infra* definiti), congiuntamente o disgiuntamente, siano autorizzati e forniti dei poteri, in nome e per conto della Società, a sottoscrivere gli opportuni retention agreements e corrispondere le relative *retainer fee* prima e

application for authority to retain the services of QE.

- D. 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, 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.

- E. 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, 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

immediatamente a seguito dell'apertura della Procedura, e a far sì che sia depositata istanza di autorizzazione a quanto precede.

F. che AlixPartnes LLP (“**AlixPartners**”) sia incaricata di fornire alla Società consulenza in materia di ristrutturazione aziendale e altri servizi correlati nel contesto della Procedura; in connessione a quanto sopra, che i Soggetti Designati (come *infra* definiti) e ciascuno di essi, congiuntamente o disgiuntamente, siano autorizzati e forniti dei poteri, in nome e per conto della Società, a sottoscrivere gli opportuni retention agreements e corrispondere le relative *retainer fee* prima e immediatamente a seguito dell'apertura della Procedura, e a far sì che sia depositata istanza di autorizzazione a quanto precede.

G. che Kurtzman Caston Consultans LLC (“**KCC**”) sia incaricata di agire quale agente per le comunicazioni, i *claims* e le votazioni nonché di fornire alla Società altri servizi correlati nel contesto della Procedura; in connessione a quanto sopra, che i Soggetti Designati (come *infra* definiti) congiuntamente o disgiuntamente, siano autorizzati e forniti dei poteri, in nome e per conto della Società, a sottoscrivere gli

the Bankruptcy Case, and to cause to be filed an appropriate application for authority to retain the services of Morgan Stanley.

F. 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, 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.

G. 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, hereby is, authorized, directed and empowered, on behalf of and in the name of the Company, to

opportuni retention agreements e corrispondere le relative *retainer fee* prima e immediatamente a seguito dell'apertura della Procedura, e a far sì che sia depositata istanza di autorizzazione a quanto precede.

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.

- H. che ciascun Soggetto Designato sia autorizzato, congiuntamente o disgiuntamente, a far sì che la Società incarichi ogni specifico consulente, *advisor* finanziario, *investment banker*, revisore, consulente in materia di ristrutturazione aziendale, agente per le comunicazioni, i *claims* e le votazioni e ogni altro professionista che sia ritenuto opportuno in relazione alla Procedura e a ogni tematica ad essa connessa.
- I. di approvare la sottoscrizione di un Accordo di Assistenza alla Ristrutturazione tra la Capogruppo, la Società e talune altre controllate della Capogruppo ed i relativi finanziatori e di autorizzare e munire dei necessari poteri la Società ad assumere ed adempiere alle obbligazioni (ivi incluso il pagamento di *consent fees*) con lo stesso assunto.
- J. di approvare la sottoscrizione del Contratto di Finanziamento DIP e del Contratto di Garanzia e di ogni altro documento e/o contratto (ivi inclusi i contratti di garanzia)
- H. that, any Designated Person, acting alone or in any combination, 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.
- I. to approve the Restructuring Support Agreement, by and among the Parent Company, the Company, the certain other subsidiaries of the Parent Company party thereto and the consenting lenders party thereto and authorize, direct and empower the Company to enter into and perform its obligations (including with respect to the payment of any consent fee) thereunder.
- J. to approve the DIP Credit Agreement and the Guarantee Agreement and the entry into any and all documents, agreements (including security agreements), notes, instruments, certificates and

necessari ovvero opportuni sulla base di quanto previsto dal Contratto di Finanziamento DIP e dal Contratto di Garanzia (il Contratto di Finanziamento DIP e il Contratto di Garanzia, congiuntamente, i “**Documenti Finanziari**”), adempiere a tutte le obbligazioni previste ai sensi dei Documenti Finanziari e la costituzione delle relative garanzie.

- K. che l’indebitamento ai sensi del Contratto di Finanziamento DIP e degli altri Documenti Finanziari sia autorizzato ed approvato in ogni suo aspetto, e che i rappresentanti della Società siano autorizzati e ricevano istruzioni di usare i fondi derivanti dal Finanziamento DIP nelle modalità previste e descritte nei Documenti Finanziari e nelle altre modalità che gli stessi riterranno opportune.
- L. che, quale garanzia per l’adempimento delle proprie obbligazioni derivanti da, o connesse al, Contratto di Garanzia e agli altri Documenti Finanziari, la Società sia autorizzata: (i) a costituire in garanzia, a favore dell’Administrative Agent in nome e per conto dei Finanziatori, pro quota tra loro, i propri *asset*, fatte salve alcune eccezioni, presenti e futuri sulla base dei termini e delle condizioni previsti nei

notices in connection with the DIP Credit Agreement and the Guarantee Agreement as are advisable or required in accordance with the DIP Credit Agreement and the Guarantee Agreement (collectively with the DIP Credit Agreement and the Guarantee Agreement, the “**Loan Documents**”), 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.

- K. 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 DIP Credit Facility in the manner contemplated by and described in the Loan Documents and as they may otherwise determine to be appropriate.
- L. 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,

Documenti Finanziari, e (ii) sottoscrivere e consegnare all'Administrative Agent ogni dichiarazione "UCC", strumento e altro documento necessario ovvero opportuno in relazione all'operazione prevista ai sensi dei Documenti Finanziari e di ogni altro documento ad essi correlato.

M. che i Documenti Finanziari che dovranno essere sottoscritti e consegnati dalla Società siano in ogni loro aspetto approvati, e che i Soggetti Designati e ciascuno di essi, congiuntamente ovvero disgiuntamente, siano autorizzati e forniti dei poteri per sottoscrivere, consegnare e adempiere, in nome e per conto della Società, ai Documenti Finanziari di cui la stessa sia parte che contengano le previsioni approvate dal Soggetto Designato nel contesto della relativa sottoscrizione, risultando tali approvazioni direttamente dalla sottoscrizione dei predetti documenti, e ad adempiere a ogni obbligazione della Società ai sensi dei Documenti Finanziari e di porre in essere le operazioni in essi contemplate, e che tali Soggetti Designati siano, e ciascuno di essi individualmente sia, autorizzato a sottoscrivere, consegnare e porre in essere ogni altro accordo, documento, strumento, obbligazione,

subject to certain exceptions, whether now owned or existing or hereafter acquired pursuant to the terms and conditions set forth in the DIP 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 DIP Credit Agreement, the other Loan Documents and any other related document.

M. 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, 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

certificato e comunicazione, nonché ogni altra azione che il medesimo Soggetto Designato consideri necessaria od opportuna in relazione ai Documenti Finanziari, ivi inclusa la costituzione di vincoli su beni mobili o immobili.

N. di conferire al Sig. Sean Deason e a ciascun amministratore (il “**Soggetto Designato**”), in via disgiunta e con facoltà di sub-delega, ogni e qualsivoglia potere per la negoziazione, il deposito e la sottoscrizione dei documenti di cui alle lettere da A a L, nonché la sottoscrizione di ogni e qualunque altro contratto, atto o documento ancillare, necessario, opportuno o utile per dare attuazione o che sia comunque connesso al ricorso alla procedura di *Chapter 11* del Codice Fallimentare Statunitense e/o all’operazione di finanziamento del Gruppo sopra descritta conferendo, altresì, il potere di negoziare, depositare, stipulare e apportare ogni modifica necessaria, opportuna o utile per la sottoscrizione e l’esecuzione dei predetti documenti, nonché il potere di negoziare, stipulare, convenire il contenuto, redigere e sottoscrivere contratti, atti, dichiarazioni e ogni altro documento connesso o relativo a quanto sopra, e in tal senso porre in essere, in Italia o

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, 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 DIP Credit Agreement and the other Loan Documents including the granting of liens on real or personal property.

N. to grant Sean Deason and each director (the “**Designated Persons**”) severally, and with the power to sub-delegate, any and all powers to negotiate, file and execute the documents referred to in points A to L above, as well as any other agreement, deed or document ancillary, necessary, expedient, or useful to implement or is otherwise related to the submission to Chapter 11 of the US Bankruptcy Code and/or the abovementioned financing transaction of the Group, granting to the latter also the power to negotiate, file and enter into and make any amendment which is necessary, expedient or useful for the execution and the implementation of these documents, as well as the power to negotiate, file, agree on the content, draft and

all'estero, senza esclusione di sorta, ogni altro atto e azione necessari per l'esercizio dei poteri qui conferiti, ivi incluso il pagamento di tutti gli onorari, le spese, le *retainer fees* e gli altri importi dovuti dalla Società in relazione a quanto precede il tutto con promessa di rato e valido, senza limitazione di tempo, sino a revoca o diversa determinazione da parte del consiglio di amministrazione, anche con facoltà di contrarre con se stessi ai sensi dell'art. 1395 cod. civ.

- O. che tutte le azioni finora poste in essere da ciascun Soggetto Designato in relazione alle predette deliberazioni, l'istanza relativa alla Procedura, il Contratto di Finanziamento DIP, il Contratto di Garanzia e quanto a ciò collegato sia confermato, ratificato ed approvato in ogni suo aspetto.
- P. che ciascun componente del Consiglio di Amministrazione rinunci a ogni comunicazione, formalità o altro requisito procedurale che possa essere richiesto al fine di tenere una riunione del Consiglio di Amministrazione.
- Q. che le approvazioni e le autorizzazioni contenute nelle deliberazioni di cui sopra siano in ogni caso subordinate alla sottoscrizione, da parte delle società Garrett Motion Inc., Garrett Motion Holdings Inc. and Garrett ASASCO Inc., di un Contratto di Compravendita

execute agreements, deeds, statements and any other document connected with or relating to the above, and, for this purpose, to carry out, in Italy or abroad, without exclusions of any kind, any other action which is necessary for the exercise of the powers granted herein, including the payment of all fees, expenses, appropriate retainers and other amounts payable by the Company with respect to the foregoing, on the understanding that all the aforesaid shall be deemed from now on as totally ratified, without time limitations, until removal or other resolution of the board of directors, including the power to enter into agreements with themselves pursuant to article 1395 of the Italian Civil Code.

- O. that all actions heretofore taken by any Designated Person of the Company in connection with the foregoing resolutions, the petition for the Chapter 11 proceedings, the DIP Credit Facility and related matters be, and they hereby are, confirmed, ratified and approved in all respects.
- P. 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.

di Azioni e Asset definitivo,
avente ad oggetto la vendita di
sostanzialmente la totalità dei
relativi *asset*

* * *

Alle ore 13:34, null'altro
essendovi da deliberare e nessuno
avendo chiesto la parola, il
Presidente dichiara chiusa la
seduta previa lettura ed
approvazione del presente verbale.

Q. 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.

* * *

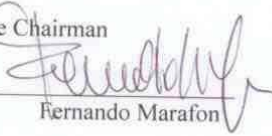
There being no further matters to
be discussed upon and in the
absence of anyone else asking to
intervene, the Chairman declares
the board of directors' meeting
closed at 13h34.

Il Presidente



Fernando Marafon

The Chairman



Fernando Marafon

Il Segretario

Jerome P. Maironi

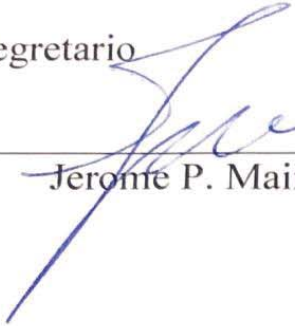
The Secretary

Jerome P. Maironi

Il Presidente

Fernando Marafon

Il Segretario

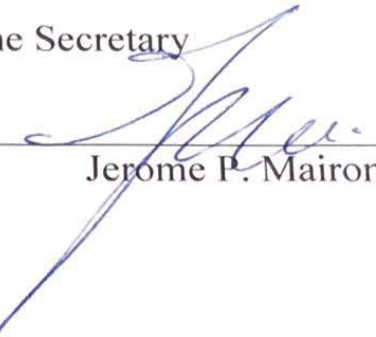


Jerome P. Maironi

The Chairman

Fernando Marafon

The Secretary



Jerome P. Maironi

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

Debtor Name Garrett Motion Italia S.r.l.
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

X /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@comunediatesa.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, Hudai 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 |

| # | 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 Micești 117465 Romania | Nicola Venditelli +39 346 85 24 521 nicola.venditelli@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 | COMP 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 |

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

| | | |
|---|---|------------------------------|
| | X | |
| In re | : | Chapter 11 |
| | : | |
| GARRETT MOTION INC., <i>et al.</i> , ¹ | : | Case No. ____ () |
| | : | |
| Debtors. | : | Joint Administration Pending |
| | : | |
| | X | |

**CORPORATE OWNERSHIP STATEMENT AND
LIST OF EQUITY SECURITY HOLDERS²**

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.