

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**SCHEDULE 13D**

**Under the Securities Exchange Act of 1934**

(Amendment No. 5)\*

**Garrett Motion Inc.**

(Name of Issuer)

**Common Stock, \$0.001 par value per share**  
(Title of Class of Securities)

**366505105**  
(CUSIP Number)

**Susanne V. Clark**  
**Senior Managing Director, General Counsel and Chief Sustainability Officer**  
**c/o Centerbridge Partners, L.P.**  
**375 Park Avenue, 11th Floor**  
**New York, New York 10152**  
**(212) 672-5000**

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

**December 13, 2024**  
(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box .

**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

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\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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<b>1</b>	<b>NAMES OF REPORTING PERSONS</b> Centerbridge Credit Partners Master, L.P.	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b> OO	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> Cayman Islands	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b> None
	<b>8</b>	<b>SHARED VOTING POWER</b> 10,413,978
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b> None
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b> 10,413,978
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> 10,413,978	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b> 4.94% (1)	
<b>14</b>	<b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b> PN	

(1) All calculations of percentage ownership herein are based on a total of 210,753,324 shares of Common Stock issued and outstanding, which reflects 213,562,312 shares of Common Stock issued and outstanding on October 18, 2024, as reported by Garrett Motion Inc. in a Form 10-Q filed on October 24, 2024, minus the 2,808,988 shares of Common Stock repurchased by the Company as described in this Amendment, which reflects a decrease in the number of shares of the Issuer's Common Stock outstanding since the Reporting Persons filed Amendment No. 4 to the Original Schedule 13D.

<b>1</b>	<b>NAMES OF REPORTING PERSONS</b> Centerbridge Credit Partners Offshore General Partner, L.P.	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b> OO	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> Delaware	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b> None
	<b>8</b>	<b>SHARED VOTING POWER</b> 10,413,978
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b> None
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b> 10,413,978
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> 10,413,978	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b> 4.94%	
<b>14</b>	<b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b> PN	

<b>1</b>	<b>NAMES OF REPORTING PERSONS</b> Centerbridge Credit Cayman GP, Ltd.	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b> OO	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> Cayman Islands	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b> None
	<b>8</b>	<b>SHARED VOTING POWER</b> 10,413,978
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b> None
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b> 10,413,978
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> 10,413,978	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b> 4.94%	
<b>14</b>	<b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b> OO	

<b>1</b>	<b>NAMES OF REPORTING PERSONS</b> Centerbridge Credit GP Investors, L.L.C.	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b> OO	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> Delaware	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b> None
	<b>8</b>	<b>SHARED VOTING POWER</b> 10,413,978
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b> None
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b> 10,413,978
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> 10,413,978	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b> 4.94%	
<b>14</b>	<b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b> OO	

<b>1</b>	<b>NAMES OF REPORTING PERSONS</b> Centerbridge Special Credit Partners III-Flex, L.P.	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b> OO	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> Delaware	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b> None
	<b>8</b>	<b>SHARED VOTING POWER</b> 24,842,417
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b> None
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b> 24,842,417
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> 24,842,417	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b> 11.79%	
<b>14</b>	<b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b> PN	

<b>1</b>	<b>NAMES OF REPORTING PERSONS</b> Centerbridge Special Credit Partners General Partner III, L.P.	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b> OO	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> Delaware	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b> None
	<b>8</b>	<b>SHARED VOTING POWER</b> 24,842,417
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b> None
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b> 24,842,417
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> 24,842,417	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b> 11.79%	
<b>14</b>	<b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b> PN	

<b>1</b>	<b>NAMES OF REPORTING PERSONS</b> CSCP III Cayman GP Ltd.	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b> OO	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> Cayman Islands	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b> None
	<b>8</b>	<b>SHARED VOTING POWER</b> 24,842,417
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b> None
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b> 24,842,417
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> 24,842,417	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b> 11.79%	
<b>14</b>	<b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b> OO	



<b>1</b>	<b>NAMES OF REPORTING PERSONS</b> Jeffrey H. Aronson	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b> OO	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> United States	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b> None
	<b>8</b>	<b>SHARED VOTING POWER</b> 35,256,395
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b> None
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b> 35,256,395
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> 35,256,395	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b> 16.73%	
<b>14</b>	<b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b> IN	

This amendment (this “Amendment No. 5”) amends the Schedule 13D filed by the Reporting Persons on May 13, 2021 (the “Original Schedule 13D”, as amended by that certain Amendment No. 1 filed by the Reporting Persons on April 14, 2023, the “Schedule 13D Amendment No. 1”, as further amended by that certain Amendment No. 2 filed by the Reporting Persons on June 7, 2023, the “Schedule 13D Amendment No. 2”, as further amended by that certain Amendment No. 3 filed by the Reporting Persons on June 14, 2023, the “Schedule 13D Amendment No. 3”, as further amended by that certain Amendment No. 4 (the “Schedule 13D Amendment No. 4”), and as further amended by this Amendment No. 5, the “Schedule 13D”). Capitalized terms used herein but not defined herein shall have the respective meanings defined in the Original Schedule 13D, the Schedule 13D Amendment No. 1, the Schedule 13D Amendment No. 2, the Schedule 13D Amendment No. 3, or the Schedule 13D Amendment No.4, as applicable. The Schedule 13D is amended hereby only as specifically set forth herein, provided that with respect to any Item amended herein, if such Item is incorporated by reference into any other Item in the Schedule 13D as previously amended, such incorporation by reference is also amended hereby.

**Item 5. Interest in Securities of the Issuer.**

Item 5 is hereby amended and restated to read as follows:

(a) and (b).

The information required by Items 5(a) – (b) is set forth in rows 7 – 13 of the cover page for each of the Reporting Persons and is incorporated herein by reference.

(c).

On December 13, 2024, the Reporting Persons agreed to sell to the Company the shares of Common Stock as set forth in the table below.

<b>Agreement Date</b>	<b>Seller</b>	<b>Shares Sold</b>	<b>Price Per Share</b>	<b>Type of Transaction</b>
December 13, 2024	Credit Partners Master	829,715	\$8.90	Repurchase by the Company
December 13, 2024	SC III-Flex	1,979,273	\$8.90	Repurchase by the Company

**Item 6. Contracts, Arrangement, Understandings or Relationships with Respect to Securities of the Issuer.**

On December 13, 2024, each of Credit Partners Master and SC III Flex entered into a Block Trade Purchase Agreement with the Company pursuant to which it agreed to sell, and the Company agreed to repurchase, the number of shares of Common Stock referenced in Item 5(c) above. Copies of each such agreement are attached as Exhibits to this Schedule 13D and such agreements are incorporated by reference herein.

**Item 7. Material to be Filed as Exhibits.**

Block Trade Purchase Agreement, dated December 13, 2024, between the Company and SC III Flex

Block Trade Purchase Agreement, dated December 13, 2024, between the Company and Credit Partners Master

**SIGNATURES**

After reasonable inquiry and to the best of his or its knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

DATED: December 17, 2024

CENTERBRIDGE CREDIT PARTNERS MASTER, L.P.

By: Centerbridge Credit Partners Offshore General Partner, L.P., its general partner  
By: Centerbridge Credit Cayman GP, Ltd., its general partner  
By: Centerbridge Credit GP Investors, L.L.C., its director

/s/ Susanne V. Clark  
Name: Susanne V. Clark  
Title: Authorized Signatory

CENTERBRIDGE CREDIT PARTNERS  
OFFSHORE GENERAL PARTNER, L.P.

By: Centerbridge Credit Cayman GP, Ltd., its general partner  
By: Centerbridge Credit GP Investors, L.L.C., its director

/s/ Susanne V. Clark  
Name: Susanne V. Clark  
Title: Authorized Signatory

CENTERBRIDGE CREDIT CAYMAN GP, LTD.

By: Centerbridge Credit GP Investors, L.L.C., its director

/s/ Susanne V. Clark  
Name: Susanne V. Clark  
Title: Authorized Signatory

CENTERBRIDGE CREDIT GP INVESTORS, L.L.C.

/s/ Susanne V. Clark  
Name: Susanne V. Clark  
Title: Authorized Signatory

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CENTERBRIDGE SPECIAL CREDIT PARTNERS III-  
FLEX, L.P.

By: Centerbridge Special Credit Partners General  
Partner III, L.P., its general partner

By: CSCP III Cayman GP Ltd., its general partner

/s/ Susanne V. Clark

Name: Susanne V. Clark

Title: Authorized Signatory

CENTERBRIDGE SPECIAL CREDIT PARTNERS  
GENERAL PARTNER III, L.P.

By: CSCP III Cayman GP Ltd., its general partner

/s/ Susanne V. Clark

Name: Susanne V. Clark

Title: Authorized Signatory

CSCP III CAYMAN GP LTD.

/s/ Susanne V. Clark

Name: Susanne V. Clark

Title: Authorized Signatory

JEFFREY H. ARONSON

/s/ Jeffrey H. Aronson

**BLOCK TRADE PURCHASE AGREEMENT**

December 13, 2024

**1,979,273 shares of Common Stock of Garrett Motion Inc.**

This agreement dated December 13, 2024 sets out the terms under which Garrett Motion Inc. (“Garrett”, the “Issuer” or “Buyer”) will purchase 1,979,273 shares (the “Shares”) of Common Stock, par value \$0.001 per share (the “Common Stock”) of the Issuer from Centerbridge Special Credit Partners III-Flex, L.P. (the “Seller”).

**1. Purchase and Sale**

Subject to the terms and conditions of this agreement (the “Agreement”), Seller agrees as legal and beneficial owner to sell the Shares, free of all liens, charges or other encumbrances (other than those that may exist pursuant to the organizational documents of the Issuer or those arising under applicable securities laws) and Buyer agrees to purchase (the “Repurchase”) and pay for the Shares at a price of \$8.90 per Share for a total consideration of \$17,615,529.70 (the “Purchase Price”).

**2. Closing**

- (a) On December 17, 2024 or at such other time and/or date as Seller and Buyer may agree (the “Closing Date”), Buyer shall pay to Seller the Purchase Price for the Shares by transfer to Seller to an account designated by Seller on the Closing Date. Seller shall transfer the Shares to an account designated by Buyer. Such delivery shall be effected by Seller by providing Buyer with either (a) proof that it has initiated a DWAC deposit through the DTC system to an account designated by Buyer, or (b) duly executed instruments of transfer or assignment (with all necessary and appropriate medallion guaranties), no later than 12:00 p.m., New York City time, on the Closing Date, and by Buyer then upon receipt of such proof promptly providing evidence to Seller that it has initiated a wire of the Purchase Price to an account designated by Seller.
- (b) Seller undertakes with Buyer that it will bear and pay any stamp or other duties or taxes on or in connection with the sale and transfer of the Shares to be sold by Seller and the execution and delivery of this Agreement and any other tax payable by Seller in connection with the transaction contemplated hereby.

**3. Expenses**

- (a) Seller and Buyer shall bear their own legal costs (if any) and all their other out-of-pocket expenses (if any).

**4. Representations, Warranties and Covenants**

- (a) Seller represents and warrants to Buyer as follows:
  - (i) that as of the date hereof, other than the shares of Common Stock listed on Schedule A hereto, neither Seller nor any of its affiliates holds any shares of Common Stock or any securities convertible into or exchangeable for or carrying rights to acquire Common Stock,
  - (ii) that Seller is the holder and legal and beneficial owner of the Shares free from all liens, charges and other encumbrances (other than those that may exist pursuant to the organizational documents of the Issuer or those arising under applicable securities laws),
  - (iii) that Seller has the power and authority to sell the Shares hereunder and no person has any conflicting right, contingent or otherwise, to purchase or to be offered for purchase, the Shares,
  - (iv) that the execution, delivery and performance of this Agreement has been duly authorized by Seller and upon execution and delivery of the Agreement by the Buyer and the Seller will constitute a legal, valid and binding obligation of Seller,
  - (v) that the execution, delivery and performance of this Agreement by Seller (a) will not infringe any law or regulation applicable to Seller and (b) is not and will not be contrary to the provisions of the constitutional documents of Seller and (c) will not result in any breach of the terms of, or constitute a default under, any instrument or agreement to which Seller is a party or by which it or its property is bound, except in the case of (a) and (c) for such that would not, individually or in the aggregate, result in a material adverse effect on Seller’s ability to enter into and consummate the transactions contemplated by, this agreement,

- (vi) so far as the Seller is aware, that there are no restrictions (contractual or otherwise) prohibiting or otherwise affecting the sale or transfer of the Shares to Buyer, other than those necessary to ensure compliance with the registration requirements of the U.S. Securities Act of 1933, as amended, or an exemption therefrom, and
  - (vii) that all consents and approvals of any court, government department or other regulatory body required by Seller for the offering of the Shares and the execution, delivery and performance of the terms of this Agreement have been obtained and are in full force and effect.
  - (viii) Seller acknowledges and agrees that neither the Buyer nor any of their representatives has made or will be deemed to have made (and the Seller is not relying on) any express or implied representation or warranty regarding the transactions contemplated by this Agreement, either written or oral, except as expressly set forth in Section 4(b) of this Agreement.
- (b) Buyer represents and warrants to Seller as follows:
- (i) that Buyer has the power and authority to purchase the Shares hereunder and no person has any conflicting right, contingent or otherwise, to purchase or to be offered for purchase, the Shares,
  - (ii) that the execution, delivery and performance of this Agreement has been duly authorized by Buyer and upon execution and delivery of the Agreement by the Buyer and the Seller will constitute a legal, valid and binding obligation of Buyer, Buyer has taken all such actions as are required to cause the exemption of the transaction contemplated hereby under Rule 16b-3(e) of the Securities Exchange Act of 1934, as amended.
  - (iii) that the execution, delivery and performance of this Agreement by Buyer (a) will not infringe any law or regulation applicable to Buyer and (b) is not and will not be contrary to the provisions of the constitutional documents of Buyer and (c) and will not result in any breach of the terms of, or constitute a default under, any instrument or agreement to which Buyer is a party or by which it or its property is bound, except in the case of (a) and (c) for such that would not, individually or in the aggregate, result in a material adverse effect on Buyer's ability to enter into and consummate the transactions contemplated by, this Agreement,
  - (iv) so far as the Buyer is aware, that there are no restrictions (contractual or otherwise) prohibiting or otherwise affecting the sale or transfer of the Shares to Buyer, other than those necessary to ensure compliance with the registration requirements of the U.S. Securities Act of 1933, as amended, or an exemption therefrom, and
  - (v) that all consents and approvals of any court, government department or other regulatory body required by Buyer for the purchase of the Shares and the execution, delivery and performance of the terms of this Agreement have been obtained and are in full force and effect.
  - (vi) Buyer acknowledges and agrees that neither the Seller nor any of their representatives has made or will be deemed to have made (and the Buyer is not relying on) any express or implied representation or warranty regarding the transactions contemplated by this Agreement, either written or oral, except as expressly set forth in Section 4(a) of this Agreement.
- (c) For U.S. federal (and applicable state and local) income tax purposes, the Buyer and Seller agree to treat the Repurchase as a distribution described in Section 301 of the U.S. Internal Revenue Code of 1986, as amended (the "Code"). No party shall take any position inconsistent with the foregoing on any tax return or with any governmental authority, in each case, except to the extent otherwise required pursuant to a "determination" within the meaning of Section 1313(a) of the Code (or any applicable analogous provision of state or local tax law).
- (d) Neither Buyer nor any of its subsidiaries is or has been a United States real property holding corporation within the meaning of Section 897(c)(2) of the Code during the applicable period specified in Section 897(c)(1)(A)(ii) of the Code.
- (e) Seller and Buyer each covenant with each other that it will keep the other party indemnified against any losses, liabilities, costs, claims, actions and demands which it may incur, or which may be made against it as a result of in relation to any actual or alleged misrepresentation in or breach of any of the above representations, warranties or covenants and will reimburse the other party for all reasonable and documented costs, charges and expenses which it may pay or incur in connection with investigating, disputing or defending any such action or claim; *provided*, however, that in no event shall any indemnity under this Section 4(e) exceed the net proceeds from the sale of the Shares received by the Seller pursuant to this Agreement.
- (f) The above representations, warranties and indemnity shall continue in full force and effect notwithstanding any investigation by or on behalf of Buyer or Seller or completion of this Agreement until the date that is eighteen months after the Closing Date. Notwithstanding anything that may be expressed or implied in this Agreement, each party hereto acknowledges and agrees that, other than the Seller and Buyer, as applicable, solely to the extent provided herein, no recourse under this Agreement shall be had against any former, current or future directors, officers, employees, agents, general or limited partners, managers, members, stockholders, equity owners,

controlling persons or affiliates of any Seller or any former, current or future director, officer, employee, agent, general or limited partner, manager, member, stockholder, equity owner, or controlling person of any of the foregoing, or any heir, executor, administrator, successor or assign of any of the foregoing (collectively, the “No Recourse Parties”), whether by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any statute, regulation or other applicable law, it being expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any No Recourse Party for any obligation of the Sellers or the Buyer, as applicable, under this Agreement or any agreements, documents or instruments delivered in connection with this Agreement for any claim based on, in respect of or by reason of such obligations or their creation.

5. Conditions to Closing

The obligations of each of Buyer and Seller hereunder shall be subject, to the condition that all representations and warranties and other statements of the other party are, and as of the Closing Date will be, true and accurate, in all but de minimis respects with respect to section 4(a)(i) only, and otherwise in all respects.

6. Withholding

Notwithstanding any other provision in this Agreement, Buyer and any other applicable withholding agent shall have the right to deduct and withhold any required taxes from any payments to be made hereunder. Seller acknowledges that Buyer shall be required under applicable law to withhold on payments made under this Agreement and remit payments to the applicable tax authority to the extent that Seller does not provide to Buyer (x) a duly completed and executed IRS Form W-9 or (y) a duly completed and executed appropriate IRS Form W-8 establishing a complete exemption from withholding. To the extent that amounts are so withheld and remitted to the appropriate taxing authority, such withheld amounts shall be treated for all purposes of this Agreement as having been delivered and paid to Seller or any other recipient of payment in respect of which such deduction and withholding was made.

7. Law and jurisdiction

This Agreement is governed by the laws of the State of New York as applied to contracts to be performed wholly within the State of New York. Each party hereto irrevocably submits to the extent permitted under applicable law to the non-exclusive jurisdiction of the federal and state courts located in the Borough of Manhattan, State of New York. Each party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any suit, action or proceeding relating to this Agreement. Each party certifies (i) that no representative, agent or attorney of the other party has represented, expressly or otherwise, that such other party would not seek to enforce the foregoing waiver in the event of any such suit, action or proceeding and (ii) acknowledges that it and the other party have entered into this Agreement, in reliance on, among other things, the mutual waivers and certifications in this section.

8. Notices and Integration

This Agreement shall reflect the entire agreement between the parties, and there are no other terms other than those reflected in it, whether based on email or oral communications.

Any notice or notification in any form to be given by the Seller is to be sent by facsimile or electronic transmission, addressed to the Buyer and using the following address and facsimile number or email address, as applicable:

Notice for the Buyer:

Garrett Motion, Inc.  
La Pièce 16  
Rolle  
Switzerland 1180  
jerome.maironi@garrettmotion.com

With copy to:

John C. Kennedy, Esq.  
Paul, Weiss, Rifkind, Wharton & Garrison LLP  
1285 Avenue of the Americas  
New York, NY 10019  
jkennedy@paulweiss.com

Any such notice shall take effect at the time of dispatch.

9. Miscellaneous

- (a) Time shall be of the essence of this Agreement.
- (b) The heading to each clause is included for convenience only and shall not affect the construction of this Agreement.

- (c) In the event any provision of this Agreement is found to be or becomes invalid or unenforceable, no other provision of this Agreement shall thereby be affected and the Agreement shall remain valid and enforceable in respect of all remaining provisions, and any invalid or unenforceable provision will be deemed to be replaced by a provision which as nearly as possible accomplishes the commercial purpose of the original.

*[The remainder of this page was intentionally left blank]*

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If the foregoing is in accordance with your understanding, please sign and return to us a counterpart hereof. Upon acceptance by you this Agreement and such acceptance shall constitute a binding agreement between Buyer and Seller.

Yours faithfully,

GARRETT MOTION, INC.

By: /s/ Jerome Maironi

Name: Jerome Maironi

Title: SVP & General Counsel

*[Signature Page to Block Trade Purchase Agreement]*

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Agreed to and accepted by Seller:

Centerbridge Special Credit Partners III-Flex,  
L.P.

By: /s/ Vivek Melwani

Name: Vivek Melwani

Title: Authorized Signatory

*[Signature Page to Block Trade Purchase Agreement]*

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## Ownership of Common Stock

Record Owner	Shares of Common Stock
Centerbridge Credit Partners Master, L.P.	11,243,693
Centerbridge Special Credit Partners III-Flex, L.P.	26,821,690

**BLOCK TRADE PURCHASE AGREEMENT**

December 13, 2024

**829,715 shares of Common Stock of Garrett Motion Inc.**

This agreement dated December 13, 2024 sets out the terms under which Garrett Motion Inc. (“Garrett”, the “Issuer” or “Buyer”) will purchase 829,715 shares (the “Shares”) of Common Stock, par value \$0.001 per share (the “Common Stock”) of the Issuer from Centerbridge Credit Partners Master, L.P. (the “Seller”).

**1. Purchase and Sale**

Subject to the terms and conditions of this agreement (the “Agreement”), Seller agrees as legal and beneficial owner to sell the Shares, free of all liens, charges or other encumbrances (other than those that may exist pursuant to the organizational documents of the Issuer or those arising under applicable securities laws) and Buyer agrees to purchase (the “Repurchase”) and pay for the Shares at a price of \$8.90 per Share for a total consideration of \$7,384,463.50 (the “Purchase Price”).

**2. Closing**

- (a) On December 17, 2024 or at such other time and/or date as Seller and Buyer may agree (the “Closing Date”), Buyer shall pay to Seller the Purchase Price for the Shares by transfer to Seller to an account designated by Seller on the Closing Date. Seller shall transfer the Shares to an account designated by Buyer. Such delivery shall be effected by Seller by providing Buyer with either (a) proof that it has initiated a DWAC deposit through the DTC system to an account designated by Buyer, or (b) duly executed instruments of transfer or assignment (with all necessary and appropriate medallion guaranties), no later than 12:00 p.m., New York City time, on the Closing Date, and by Buyer then upon receipt of such proof promptly providing evidence to Seller that it has initiated a wire of the Purchase Price to an account designated by Seller.
- (b) Seller undertakes with Buyer that it will bear and pay any stamp or other duties or taxes on or in connection with the sale and transfer of the Shares to be sold by Seller and the execution and delivery of this Agreement and any other tax payable by Seller in connection with the transaction contemplated hereby.

**3. Expenses**

- (a) Seller and Buyer shall bear their own legal costs (if any) and all their other out-of-pocket expenses (if any).

**4. Representations, Warranties and Covenants**

- (a) Seller represents and warrants to Buyer as follows:
  - (i) that as of the date hereof, other than the shares of Common Stock listed on Schedule A hereto, neither Seller nor any of its affiliates holds any shares of Common Stock or any securities convertible into or exchangeable for or carrying rights to acquire Common Stock,
  - (ii) that Seller is the holder and legal and beneficial owner of the Shares free from all liens, charges and other encumbrances (other than those that may exist pursuant to the organizational documents of the Issuer or those arising under applicable securities laws),
  - (iii) that Seller has the power and authority to sell the Shares hereunder and no person has any conflicting right, contingent or otherwise, to purchase or to be offered for purchase, the Shares,
  - (iv) that the execution, delivery and performance of this Agreement has been duly authorized by Seller and upon execution and delivery of the Agreement by the Buyer and the Seller will constitute a legal, valid and binding obligation of Seller,
  - (v) that the execution, delivery and performance of this Agreement by Seller (a) will not infringe any law or regulation applicable to Seller and (b) is not and will not be contrary to the provisions of the constitutional documents of Seller and (c) will not result in any breach of the terms of, or constitute a default under, any instrument or agreement to which Seller is a party or by which it or its property is bound, except in the case of (a) and (c) for such that would not, individually or in the aggregate, result in a material adverse effect on Seller’s ability to enter into and consummate the transactions contemplated by, this agreement,

- (vi) so far as the Seller is aware, that there are no restrictions (contractual or otherwise) prohibiting or otherwise affecting the sale or transfer of the Shares to Buyer, other than those necessary to ensure compliance with the registration requirements of the U.S. Securities Act of 1933, as amended, or an exemption therefrom, and
  - (vii) that all consents and approvals of any court, government department or other regulatory body required by Seller for the offering of the Shares and the execution, delivery and performance of the terms of this Agreement have been obtained and are in full force and effect.
  - (viii) Seller acknowledges and agrees that neither the Buyer nor any of their representatives has made or will be deemed to have made (and the Seller is not relying on) any express or implied representation or warranty regarding the transactions contemplated by this Agreement, either written or oral, except as expressly set forth in Section 4(b) of this Agreement.
- (b) Buyer represents and warrants to Seller as follows:
- (i) that Buyer has the power and authority to purchase the Shares hereunder and no person has any conflicting right, contingent or otherwise, to purchase or to be offered for purchase, the Shares,
  - (ii) that the execution, delivery and performance of this Agreement has been duly authorized by Buyer and upon execution and delivery of the Agreement by the Buyer and the Seller will constitute a legal, valid and binding obligation of Buyer, Buyer has taken all such actions as are required to cause the exemption of the transaction contemplated hereby under Rule 16b-3(e) of the Securities Exchange Act of 1934, as amended.
  - (iii) that the execution, delivery and performance of this Agreement by Buyer (a) will not infringe any law or regulation applicable to Buyer and (b) is not and will not be contrary to the provisions of the constitutional documents of Buyer and (c) and will not result in any breach of the terms of, or constitute a default under, any instrument or agreement to which Buyer is a party or by which it or its property is bound, except in the case of (a) and (c) for such that would not, individually or in the aggregate, result in a material adverse effect on Buyer's ability to enter into and consummate the transactions contemplated by, this Agreement,
  - (iv) so far as the Buyer is aware, that there are no restrictions (contractual or otherwise) prohibiting or otherwise affecting the sale or transfer of the Shares to Buyer, other than those necessary to ensure compliance with the registration requirements of the U.S. Securities Act of 1933, as amended, or an exemption therefrom, and
  - (v) that all consents and approvals of any court, government department or other regulatory body required by Buyer for the purchase of the Shares and the execution, delivery and performance of the terms of this Agreement have been obtained and are in full force and effect.
  - (vi) Buyer acknowledges and agrees that neither the Seller nor any of their representatives has made or will be deemed to have made (and the Buyer is not relying on) any express or implied representation or warranty regarding the transactions contemplated by this Agreement, either written or oral, except as expressly set forth in Section 4(a) of this Agreement.
- (c) For U.S. federal (and applicable state and local) income tax purposes, the Buyer and Seller agree to treat the Repurchase as a distribution described in Section 301 of the U.S. Internal Revenue Code of 1986, as amended (the "Code"). No party shall take any position inconsistent with the foregoing on any tax return or with any governmental authority, in each case, except to the extent otherwise required pursuant to a "determination" within the meaning of Section 1313(a) of the Code (or any applicable analogous provision of state or local tax law).
- (d) Neither Buyer nor any of its subsidiaries is or has been a United States real property holding corporation within the meaning of Section 897(c)(2) of the Code during the applicable period specified in Section 897(c)(1)(A)(ii) of the Code.
- (e) Seller and Buyer each covenant with each other that it will keep the other party indemnified against any losses, liabilities, costs, claims, actions and demands which it may incur, or which may be made against it as a result of in relation to any actual or alleged misrepresentation in or breach of any of the above representations, warranties or covenants and will reimburse the other party for all reasonable and documented costs, charges and expenses which it may pay or incur in connection with investigating, disputing or defending any such action or claim; *provided*, however, that in no event shall any indemnity under this Section 4(e) exceed the net proceeds from the sale of the Shares received by the Seller pursuant to this Agreement.
- (f) The above representations, warranties and indemnity shall continue in full force and effect notwithstanding any investigation by or on behalf of Buyer or Seller or completion of this Agreement until the date that is eighteen months after the Closing Date. Notwithstanding anything that may be expressed or implied in this Agreement, each party hereto acknowledges and agrees that, other than the Seller and Buyer, as applicable, solely to the extent provided herein, no recourse under this Agreement shall be had against any former, current or future directors, officers, employees, agents, general or limited partners, managers, members, stockholders, equity owners,

controlling persons or affiliates of any Seller or any former, current or future director, officer, employee, agent, general or limited partner, manager, member, stockholder, equity owner, or controlling person of any of the foregoing, or any heir, executor, administrator, successor or assign of any of the foregoing (collectively, the “No Recourse Parties”), whether by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any statute, regulation or other applicable law, it being expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any No Recourse Party for any obligation of the Sellers or the Buyer, as applicable, under this Agreement or any agreements, documents or instruments delivered in connection with this Agreement for any claim based on, in respect of or by reason of such obligations or their creation.

5. Conditions to Closing

The obligations of each of Buyer and Seller hereunder shall be subject, to the condition that all representations and warranties and other statements of the other party are, and as of the Closing Date will be, true and accurate, in all but de minimis respects with respect to section 4(a)(i) only, and otherwise in all respects.

6. Withholding

Notwithstanding any other provision in this Agreement, Buyer and any other applicable withholding agent shall have the right to deduct and withhold any required taxes from any payments to be made hereunder. Seller acknowledges that Buyer shall be required under applicable law to withhold on payments made under this Agreement and remit payments to the applicable tax authority to the extent that Seller does not provide to Buyer (x) a duly completed and executed IRS Form W-9 or (y) a duly completed and executed appropriate IRS Form W-8 establishing a complete exemption from withholding. To the extent that amounts are so withheld and remitted to the appropriate taxing authority, such withheld amounts shall be treated for all purposes of this Agreement as having been delivered and paid to Seller or any other recipient of payment in respect of which such deduction and withholding was made.

7. Law and jurisdiction

This Agreement is governed by the laws of the State of New York as applied to contracts to be performed wholly within the State of New York. Each party hereto irrevocably submits to the extent permitted under applicable law to the non-exclusive jurisdiction of the federal and state courts located in the Borough of Manhattan, State of New York. Each party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any suit, action or proceeding relating to this Agreement. Each party certifies (i) that no representative, agent or attorney of the other party has represented, expressly or otherwise, that such other party would not seek to enforce the foregoing waiver in the event of any such suit, action or proceeding and (ii) acknowledges that it and the other party have entered into this Agreement, in reliance on, among other things, the mutual waivers and certifications in this section.

8. Notices and Integration

This Agreement shall reflect the entire agreement between the parties, and there are no other terms other than those reflected in it, whether based on email or oral communications.

Any notice or notification in any form to be given by the Seller is to be sent by facsimile or electronic transmission, addressed to the Buyer and using the following address and facsimile number or email address, as applicable:

Notice for the Buyer:

Garrett Motion, Inc.  
La Pièce 16  
Rolle  
Switzerland 1180  
jerome.maironi@garrettmotion.com

With copy to:

John C. Kennedy, Esq.  
Paul, Weiss, Rifkind, Wharton & Garrison LLP  
1285 Avenue of the Americas  
New York, NY 10019  
jkennedy@paulweiss.com

Any such notice shall take effect at the time of dispatch.

9. Miscellaneous

- (a) Time shall be of the essence of this Agreement.
- (b) The heading to each clause is included for convenience only and shall not affect the construction of this Agreement.

- (c) In the event any provision of this Agreement is found to be or becomes invalid or unenforceable, no other provision of this Agreement shall thereby be affected and the Agreement shall remain valid and enforceable in respect of all remaining provisions, and any invalid or unenforceable provision will be deemed to be replaced by a provision which as nearly as possible accomplishes the commercial purpose of the original.

*[The remainder of this page was intentionally left blank]*

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If the foregoing is in accordance with your understanding, please sign and return to us a counterpart hereof. Upon acceptance by you this Agreement and such acceptance shall constitute a binding agreement between Buyer and Seller.

Yours faithfully,

GARRETT MOTION, INC.

By: /s/ Jerome Maironi

Name: Jerome Maironi

Title: SVP & General Counsel

*[Signature Page to Block Trade Purchase Agreement]*

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Agreed to and accepted by Seller:

Centerbridge Credit Partners Master, L.P.

By: /s/ Vivek Melwani

Name: Vivek Melwani

Title: Authorized Signatory

*[Signature Page to Block Trade Purchase Agreement]*

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## Ownership of Common Stock

Record Owner	Shares of Common Stock
Centerbridge Credit Partners Master, L.P.	11,243,693
Centerbridge Special Credit Partners III-Flex, L.P.	26,821,690