

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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

**BENEFICIAL HOLDER BALLOT FOR VOTING TO ACCEPT OR
REJECT THE PROPOSED DEBTORS' AMENDED JOINT PLAN OF
REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

**BENEFICIAL HOLDER BALLOT FOR
HOLDERS OF CLASS 11 EXISTING COMMON STOCK**

**PLEASE CAREFULLY READ THE ENCLOSED INSTRUCTIONS FOR
COMPLETING THIS BALLOT BEFORE COMPLETING THIS BALLOT.**

**IN ORDER FOR YOUR VOTE AND ELECTIONS TO BE COUNTED, YOU
MUST FOLLOW THE DIRECTIONS OF YOUR NOMINEE AND ALLOW
SUFFICIENT TIME FOR YOUR NOMINEE TO RECEIVE YOUR VOTE AND
TRANSMIT SUCH VOTE ON A MASTER BALLOT, WHICH MASTER BALLOT
MUST BE RETURNED SO THAT IT IS ACTUALLY RECEIVED BY THE
SOLICITATION AGENT ON OR BEFORE APRIL 16, 2021 AT 8:00 P.M. (EASTERN
TIME) (THE "VOTING DEADLINE").**

**IF YOU VOTE TO ACCEPT THE PLAN, YOU WILL ALSO BE CONSENTING
TO THE RELEASE CONTAINED IN SECTION 11.10 OF THE PLAN AND WILL BE
IRREVOCABLY BOUND BY SUCH RELEASE.**

**IF YOU VOTE TO REJECT THE PLAN OR CHOOSE TO ABSTAIN FROM
VOTING ON THE PLAN, YOU CAN OPT-IN TO THE RELEASE CONTAINED IN
SECTION 11.10 OF THE PLAN BY CHECKING THE "OPT-IN" BOX UNDER ITEM 2
HEREIN.**

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

YOU CAN EXERCISE THE CASH-OUT OPTION TO RECEIVE CASH, IN WHICH CASE YOU SHALL RECEIVE YOUR CASH-OUT CONSIDERATION IN FULL AND FINAL SATISFACTION OF YOUR EXISTING COMMON STOCK AND YOU MAY NOT EXERCISE YOUR SUBSCRIPTION RIGHTS.

Garrett Motion Inc. and its affiliated debtors and debtors-in-possession (collectively, the “Debtors”) are soliciting votes with respect to the proposed *Debtors’ Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as may be amended, modified or supplemented, the “Plan”) [D.I. 1018] as described in the *Disclosure Statement for Debtors’ Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as may be amended, modified or supplemented, the “Disclosure Statement”) [D.I. 1019].

On March 12, 2021, the United States Bankruptcy Court for the Southern District of New York (the “Court”) entered an order approving the Disclosure Statement and authorizing the Debtors to solicit votes on the Plan (the “Solicitation Procedures Order”). The Court’s approval of the Disclosure Statement does not indicate approval of the Plan by the Court.

You are receiving this Ballot for Beneficial Holders² (this “Beneficial Holder Ballot”) because you have been identified as a Beneficial Holder of Existing Common Stock in Class 11 as of March 15, 2021 (the “Voting Record Date”). Accordingly, you have a right to vote to accept or reject the Plan. **Those who elect to reject the Plan or abstain from voting may also elect to opt-in to the release contained in Section 11.10 of the Plan.**

You can cast your vote through this Beneficial Holder Ballot and return it to your broker, bank, or other nominee, or the agent of a broker, bank, or other nominee (each of the foregoing, a “Nominee”), in accordance with the instructions provided by your Nominee, who will then submit a master ballot (the “Master Ballot”) on behalf of the Beneficial Holder.

The Plan can be confirmed by the Court and thereby made binding on you if it is accepted by Holders of at least two-thirds in amount and more than one-half in number of the Claims or Interests in each impaired Class who vote on the Plan, and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Court nonetheless may confirm the Plan if it finds the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

This Beneficial Holder Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect to the Plan. **If you believe you have received this Beneficial Holder Ballot in error, or if you**

² A “Beneficial Holder” means a beneficial owner of publicly-traded securities whose Claims or Interests have not been satisfied prior to the Record Date pursuant to Court order or otherwise, as reflected in the records maintained by the Nominees holding through the respective indenture trustee or transfer agent (as applicable).

believe that you have received the wrong Ballot, please contact the Debtors' Solicitation Agent immediately at:

Garrett Motion Ballot Processing Center
c/o Kurtzman Carson Consultants LLC
222 N. Pacific Coast Highway, Suite 300
El Segundo, California 90245

Telephone:

(866) 812-2297 (U.S. toll-free)
+800 3742 6170 (international toll-free)
(781) 575-4050 (U.S. Local (Toll) number)

Email: GarrettBallot@kccllc.com

IMPORTANT NOTICE

You should carefully review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Interest. Your Interest has been placed in Class 11—Existing Common Stock—under the Plan. If you hold Claims or Interests in more than one Class, you will receive a Ballot for each Class in which you are entitled to vote.

In order for your vote to count, your Nominee must receive this Beneficial Holder Ballot in sufficient time for your Nominee to include your vote on a Master Ballot that must be *actually received* by the Solicitation Agent **no later than the Voting Deadline of April 16, 2021 at 8:00 p.m. (Eastern Time)**. Please allow sufficient time for your vote to be included on the Master Ballot completed by your Nominee. If a Master Ballot recording your vote is not received by the Voting Deadline, and if the Voting Deadline is not extended, your vote will not count.

If the Plan is confirmed by the Court, it will be binding on you whether or not you vote.

**NOTICE REGARDING CERTAIN RELEASE,
EXCULPATION AND INJUNCTION PROVISIONS IN PLAN**

PLEASE BE ADVISED THAT THE PLAN CONTAINS CERTAIN RELEASE, EXCULPATION AND INJUNCTION PROVISIONS, INCLUDING:

Releases

Section 11.8 of the Plan contains the following Debtor Release

For good and valuable consideration, including the service of the Released Parties to facilitate the administration of the Chapter 11 Cases and the implementation of the transactions contemplated by the Plan, on and after the Effective Date, the Released

Parties shall be released and discharged by the Debtors, Reorganized Debtors and their Estates, including any successor and assign to the Debtors, the Reorganized Debtors or any estate representative, from all claims, obligations, rights, suits, damages, causes of action, remedies and liabilities whatsoever, including any derivative claims asserted or assertable on behalf of a Debtor or Reorganized Debtor, and its successors, assigns, and representatives, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, contingent or fixed, existing or hereafter arising, in law, at equity or otherwise, whether for indemnification, tort, contract, violations of federal or state securities laws or otherwise, including those that any of the Debtors, the Reorganized Debtors or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or any other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Reorganized Debtors, the Estates, the conduct of the businesses of the Debtors, these Chapter 11 Cases, the purchase, sale or rescission of the purchase or sale of any security of the Debtors or Reorganized Debtors, the release or discharge of any mortgage, lien or security interest, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the administration of Claims and Interests prior to or during these Chapter 11 Cases, the negotiation, formulation, preparation, dissemination, implementation, administration, confirmation and/or effectuation of the Restructuring Support Agreement (and each prior version thereof), the Plan Support Agreement (and each prior version thereof, including the Coordination Agreement), the Equity Commitment Letters, the Debt Commitment Letters, the Equity Backstop Commitment Agreement, the Plan, any plan supplement, any disclosure statement or, in each case, related agreements, instruments or other documents, any action or omission with respect to intercompany claims and intercompany settlements, any action or omission as an officer, director, agent, representative, fiduciary, controlling Person, member, manager, affiliate or responsible party, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date of the Plan, other than claims or liabilities arising out of or relating to any act or omission of a Released Party to the extent such act or omission is determined by a final order in a court of competent jurisdiction to have constituted gross negligence, willful misconduct, fraud, or a criminal act.

Section 11.9 of the Plan contains the following Exculpation

Notwithstanding anything in the Plan to the contrary, as of the Effective Date, the Debtors and their respective directors, officers, employees, attorneys, investment bankers, financial advisors, restructuring advisors and other professional advisors, representatives and agents will be deemed to have solicited acceptances of this Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including section 1125(e) of the Bankruptcy Code and any applicable non-bankruptcy law, rule or regulation governing the adequacy of disclosure in connection with the solicitation.

The Exculpated Parties shall neither have nor incur any liability arising on or after the Petition Date to any Entity for any act or omission in connection with these Chapter 11 Cases, including (i) the operation of the Debtors' businesses during the pendency of these Chapter 11 Cases; (ii) the administration of Claims and Interests during

these Chapter 11 Cases; (iii) formulating, negotiating, preparing, disseminating, implementing, administering, confirming and/or effecting the Restructuring Support Agreement (and each prior version thereof), the Plan Support Agreement (and each prior version thereof, including the Coordination Agreement), the Equity Commitment Letters, the Debt Commitment Letters, the Equity Backstop Commitment Agreement, any disclosure statement, the Plan, any plan supplement, and any related contract, instrument, release or other agreement or document created or entered into in connection therewith (including the solicitation of votes for the Plan or other actions taken in furtherance of confirmation or consummation of the Plan); (iv) the offer or issuance of any securities under or in connection with the Plan; or (v) the administration or adjudication of Claims, other than liability resulting from any act or omission that is determined by final order in a court of competent jurisdiction to have constituted gross negligence, willful misconduct, fraud or a criminal act.

Section 11.10 of the Plan contains the following Voluntary Release by Holders of Claims and Interests

For good and valuable consideration, including the service of the Released Parties to facilitate the administration of the Chapter 11 Cases, the implementation of the reorganization contemplated by the Plan, the release of mortgages, liens and security interests on property of the Estates, and distributions made pursuant to the Plan, on and after the Effective Date, to the fullest extent permitted by applicable law, the Releasing Parties (regardless of whether a Releasing Party is a Released Party) shall be deemed to conclusively, absolutely, unconditionally, irrevocably and forever release, waive and discharge the Released Parties of any and all claims, obligations, rights, suits, damages, causes of action, remedies and liabilities whatsoever, including any derivative claims asserted or assertable on behalf of a Debtor or Reorganized Debtor and its successors, assigns, and representatives, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, contingent or fixed, existing or hereafter arising, in law, at equity or otherwise, whether for indemnification, tort, contract, violations of federal or state securities laws or otherwise, including, those that any of the Debtors, the Reorganized Debtors or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or any other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Reorganized Debtors, the Estates, the conduct of the businesses of the Debtors, these Chapter 11 Cases, the purchase, sale or rescission of the purchase or sale of any security of the Debtors or Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the administration of Claims and Interests prior to or during these Chapter 11 Cases, the negotiation, formulation, preparation, dissemination, implementation, administration, confirmation and/or effectuation of the Restructuring Support Agreement (and each prior version thereof), the Plan Support Agreement (and each prior version thereof, including the Coordination Agreement), the Equity Commitment Letters, the Debt Commitment Letters, the Equity Backstop Commitment Agreement, the Plan, any plan supplement, any disclosure statement or, in each case, related agreements, instruments or other documents, any action or omission with respect to intercompany claims or intercompany settlements, any action or omission as an officer, director, agent, representative, fiduciary, controlling

Person, member, manager, affiliate or responsible party, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date of the Plan, other than claims or liabilities arising out of or relating to any act or omission of a Released Party to the extent such act or omission is determined by a final order in a court of competent jurisdiction to have constituted gross negligence, willful misconduct, fraud, or a criminal act.

Notwithstanding the foregoing, no Releasing Party shall be deemed to have released (a) any Section 510(b) Claim against the Debtors, or (b) any claim arising from rescission of a purchase or sale of Existing Common Stock or for damages arising from the purchase or sale of Existing Common Stock against one or more of the Debtors' current or former officers or directors, or Honeywell or Honeywell's current or former officers or directors; *provided* that each Releasing Party shall only be entitled to assert the claims identified in subclause (b) above as a member of a class in a class action in which such Releasing Party is not a lead plaintiff and to respond to or oppose any objections or challenges to such Releasing Party's inclusion in such class action.

Notwithstanding any language to the contrary contained in the Disclosure Statement, Plan and/or the Confirmation Order, no provision of the Plan or the Confirmation Order shall (i) preclude the SEC from enforcing its police or regulatory powers; or, (ii) enjoin, limit, impair or delay the SEC from commencing or continuing any claims, causes of action, proceedings or investigations against any nondebtor person or nondebtor entity in any forum.

Section 11.11 of the Plan contains the following Injunction

Except as otherwise specifically provided in the Plan or the Confirmation Order, all Persons or Entities who have held, hold or may hold (i) Claims or Interests that arose prior to the Effective Date, (ii) Causes of Action that have been released pursuant to Sections 11.8 and 11.10 of the Plan or are subject to exculpation pursuant to Section 11.9 of the Plan (but only to the extent of the exculpation provided in Section 11.9 of the Plan), or (iii) Claims, Interests or Causes of Action that are otherwise discharged, satisfied, stayed, or terminated pursuant to the terms of the Plan and all other parties-in-interest seeking to enforce such Claims, Interests or Causes of Action are permanently enjoined, from and after the Effective Date, from (a) commencing or continuing in any manner any action or other proceeding of any kind with respect to any such Claim (including a section 510(b) Claim) against or Interest in the Debtors or the Reorganized Debtors, or property of any Debtors or Reorganized Debtors, other than to enforce any right to a distribution pursuant to the Plan, (b) the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree or order against the Debtors or Reorganized Debtors or property of any Debtors or Reorganized Debtors with respect to any such Claim or Interest, other than to enforce any right to a distribution pursuant to the Plan, (c) creating, perfecting or enforcing any Lien or encumbrance of any kind against the Debtors or the Reorganized Debtors, or against the property or interests in property of the Debtors or the Reorganized Debtors with respect to any such Claim or Interest, other than to enforce any right to a distribution pursuant to the Plan, or (d) asserting any right of setoff (except for setoffs validly exercised prepetition) or subrogation of any kind against

any obligation due from the Debtors or the Reorganized Debtors, or against the property or interests in property of the Debtors or the Reorganized Debtors, with respect to any such Claim or Interest. Such injunction shall extend to any successors or assignees of the Debtors or the Reorganized Debtors and their respective properties and interests in properties.

Item 1. Beneficial Holder of Existing Common Stock.

The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the Beneficial Holder of Existing Common Stock indicated below. You must check the applicable box in the right-hand column below to “accept” or “reject” the Plan for Class 11 in order to have your vote counted.

Please note that, unless otherwise agreed in advance in writing by the Debtors, you are voting all of your Interests to accept or reject the Plan and may not split your vote. If you do not indicate that you either accept or reject the Plan by checking the applicable box below, your vote will not be counted. If you indicate that you both accept and reject the Plan for your Interests by checking both boxes below, your vote will not be counted.

The Plan, though proposed jointly, constitutes a separate Plan proposed by each Debtor. Accordingly, your vote cast below will be applied in the same manner and in the same amount against each applicable Debtor.

The Holder of Class 11 Existing Common Stock votes to (*please check one and only one box*):

Voting Class	Description	Number of Shares Held as of the Voting Record Date	Vote to Accept or Reject the Plan
11	Existing Common Stock	_____	<input type="checkbox"/> ACCEPT (vote FOR) the Plan <input type="checkbox"/> REJECT (vote AGAINST) the Plan

Item 2. Voluntary Release.

If voting to reject the Plan or abstaining from voting on the Plan, you may opt-in to the release contained in Section 11.10 of the Plan by checking the box below. Otherwise, you will be deemed not to have granted the release.

The Holder of the Class 11 Existing Common Stock set forth in Item 1 elects to:

<input type="checkbox"/> OPT-IN to the voluntary release in Section 11.10 of the Plan
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<p style="text-align: center;">THE PLAN WILL BIND ALL HOLDERS OF CLAIMS AGAINST AND INTERESTS IN THE DEBTORS TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW.</p>

Item 3. Cash-Out Option.

Pursuant to the Plan, each Holder of Existing Common Stock may, by its election, receive (or cause its affiliated designee to receive) Cash in an amount equal to the Cash-Out Consideration of \$6.25 for each share of Existing Common Stock properly delivered under the Cash-Out Option in full and final satisfaction of such Holder's Existing Common Stock, and such Holder may not exercise its Subscription Rights.

Unless otherwise agreed in advance in writing by the Debtors, you may only exercise the Cash-Out Option for all or none of your Existing Common Stock and may not make a partial election to exercise the Cash-Out Option. If you exercise the Cash-Out Option only for a portion of your Existing Common Stock, you will be deemed to have not made the election.

The Nominee holding your Existing Common Stock must tender your shares into the Cash-Out Option account established at The Depository Trust Company ("DTC") to assist in processing the election. Existing Common Stock may not be withdrawn from the Cash-Out Option account after your Nominee has tendered them at DTC. Once Existing Common Stock has been tendered to the Cash-Out Option account, no further trading will be permitted in your Existing Common Stock held in the Cash-Out Option account. If the Plan is not confirmed, DTC will, in accordance with its customary practices and procedures, return your Existing Common Stock held in the Cash-Out Option account to the applicable Nominee for credit to your account.

The Holder of the Class 11 Existing Common Stock identified in Item 1 above:

<input type="checkbox"/> <u>ELECTS</u> to receive Cash in lieu of the recovery you would otherwise receive under the Plan.

Item 4. Certifications.

By signing this Beneficial Holder Ballot, the undersigned entity certifies to the Court and the Debtors that:

- (a) as of the Voting Record Date, either: (i) the entity is the Beneficial Holder of the Interests in Class 11 being voted on this Beneficial Holder Ballot or (ii) the entity is an authorized signatory for an entity that is the Beneficial Holder of the Interests in Class 11 being voted on this Beneficial Holder Ballot;
- (b) if the entity elects to exercise the Cash-Out Option in Item 3, then (a) as of the date of such election, the entity is either (i) the Beneficial Holder of the Interests in Class 11 being delivered under the Cash-Out Option or (ii) the entity is an authorized signatory for an entity that is the Beneficial Holder of the Interests in Class 11 being delivered under the Cash-Out Option and (b) the entity shall not

transfer its beneficial ownership of the Interests in Class 11 being delivered under the Cash-Out Option prior to the Effective Date of the Plan;

- (c) the entity (or in the case of an authorized signatory, the Beneficial Holder) has received the Solicitation Package in accordance with the Solicitation Procedures and acknowledges that votes on the Plan are being solicited pursuant to the terms and conditions set forth in the Solicitation Procedures Order;
- (d) the entity has cast the same vote with respect to all Interests in a single Class; and
- (e) no other Beneficial Holder Ballots with respect to the amount of the Interests in Class 11 identified in Item 1 have been cast or, if any other Beneficial Holder Ballots have been cast with respect to such Interests, then any such earlier cast Beneficial Holder Ballots are hereby revoked.

[SIGNATURE PAGE FOLLOWS]

Name of Holder:	_____
	(Print or type)
Signature:	_____
Name of Signatory:	_____
	(If other than Beneficial Holder)
Title:	_____
Address:	_____

Phone Number: (optional)	_____
Email (optional):	_____
Date Completed:	_____

**PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT
PROMPTLY IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED BY YOUR
NOMINEE.**

**THE MASTER BALLOT SUBMITTED ON YOUR BEHALF WHICH REFLECTS
YOUR VOTE MUST BE ACTUALLY RECEIVED BY THE DEBTORS'
SOLICITATION AGENT ON OR BEFORE:
APRIL 16, 2021 AT 8:00 P.M. (EASTERN TIME).**

CLASS 11 – EXISTING COMMON STOCK

INSTRUCTIONS FOR COMPLETING THIS BENEFICIAL HOLDER BALLOT

1. The Debtors are soliciting the votes of Holders of Interests with respect to the Plan attached as Appendix A to the Disclosure Statement. Capitalized terms used in this Ballot or in these instructions but not otherwise defined therein or herein shall have the meaning set forth in the Plan.
2. The Court may confirm the Plan and thereby bind you. Please review the Disclosure Statement for more information.
3. Unless otherwise instructed by your Nominee, to ensure that your vote is counted, you must submit your Beneficial Holder Ballot to your Nominee in sufficient time to allow your Nominee to process your vote and submit a Master Ballot so that the Master Ballot is actually received by the Solicitation Agent by the Voting Deadline. You may instruct your Nominee to vote on your behalf in the Master Ballot as follows: (a) complete this Beneficial Holder Ballot; (b) indicate your decision either to accept or reject the Plan by checking one of the boxes provided in Item 1 of this Beneficial Holder Ballot; (c) if you vote against the Plan or abstain from voting, indicate your decision whether to opt-in to the release in the box provided in Item 2 of this Beneficial Holder Ballot; (d) indicate your decision whether to exercise the Cash-Out Option in Item 3 of this Beneficial Holder Ballot and (e) sign and return this Beneficial Holder Ballot to your Nominee in accordance with the instructions provided by your Nominee. The Voting Deadline for the receipt of Master Ballots by the Solicitation Agent is **April 16, 2021 at 8:00 p.m. (Eastern Time)**. Your completed Beneficial Holder Ballot must be received by your Nominee in sufficient time to permit your Nominee to deliver your votes to the Solicitation Agent on or before the Voting Deadline.
4. The following Beneficial Holder Ballots will **NOT** be counted:
 - any Beneficial Holder Ballot that partially rejects and partially accepts the Plan (unless otherwise agreed in advance in writing by the Debtors);
 - any Beneficial Holder Ballot sent to the Debtors, the Debtors' agents or the Debtors' financial or legal advisors;
 - any Beneficial Holder Ballot returned to a Nominee not in accordance with the Nominee's instructions;
 - any Beneficial Holder Ballot that is illegible or contains insufficient information to identify the Holder of the Interest;
 - any Beneficial Holder Ballot cast by an entity that does not hold Class 11 Existing Common Stock as of the Voting Record Date;

- any Beneficial Holder Ballot submitted by a holder not entitled to vote pursuant to the Plan;
 - any unsigned Beneficial Holder Ballot (except in accordance with the Nominee's instructions);
 - any non-original Beneficial Holder Ballot (except in accordance with the Nominee's instructions); and/or
 - any Beneficial Holder Ballot not marked to accept or reject the Plan or any Beneficial Holder Ballot marked both to accept and reject the Plan (unless otherwise agreed in advance in writing by the Debtors).
5. If your Beneficial Holder Ballot is not received by your Nominee in sufficient time to be included on a timely submitted Master Ballot, it will not be counted unless the Debtors determine otherwise. In all cases, Beneficial Holders should allow sufficient time to assure timely delivery of your Beneficial Holder Ballot to your Nominee. No Beneficial Holder Ballot should be sent to any of the Debtors, the Debtors' agents or the Debtors' financial or legal advisors, and if so sent will not be counted.
 6. If you deliver multiple Beneficial Holder Ballots to your Nominee with respect to the same Interests prior to the Voting Deadline, the last received valid Beneficial Holder Ballot timely received will supersede and revoke any earlier received Beneficial Holder Ballots.
 7. Unless otherwise agreed in advance in writing by the Debtors, you must vote the entirety of your Interests to either accept or reject the Plan and may **not** split your vote for any such Interest.
 8. Unless otherwise agreed in advance in writing by the Debtors, you may only exercise all or none of the Cash-Out Option in Item 3 of this Beneficial Holder Ballot and may not make a partial election to exercise the Cash-Out Option. If you partially exercise the Cash-Out Option in Item 3 of this Beneficial Holder Ballot, you will be deemed to have not made the election.
 9. This Beneficial Holder Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan. Accordingly, at this time, Holders of Interests should not surrender certificates or instruments representing or evidencing their Interests, and neither the Debtors nor the Debtors' Solicitation Agent will accept delivery of any such certificates or instruments surrendered together with a Ballot.
 10. This Beneficial Holder Ballot does not constitute, and shall not be deemed to be (a) a proof of interest or (b) an assertion or admission with respect to an Interest.
 11. Please be sure to sign and date your Beneficial Holder Ballot. If you are signing a Beneficial Holder Ballot in your capacity as a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or

requested by the Debtors' Solicitation Agent, the Debtors, or the Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to this Beneficial Holder Ballot.

12. If you hold multiple Interests within the same Class, the Debtors may, in their discretion, aggregate the Interests of any particular holder with multiple Interests within the same Class for the purpose of counting votes.
13. If you hold Claims or Interests in more than one Class under the Plan, you will receive a Ballot for each Class in which you are entitled to vote. Please complete and return each Ballot you receive.

PLEASE SUBMIT YOUR BENEFICIAL HOLDER BALLOT PROMPTLY IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED BY YOUR NOMINEE.

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT, THESE VOTING INSTRUCTIONS OR THE PROCEDURES FOR VOTING, PLEASE CONTACT YOUR NOMINEE. IF YOU HAVE GENERAL QUESTIONS ABOUT THE SOLICITATION OF PLAN VOTES OR REQUIRE SOLICITATION MATERIALS, CALL THE DEBTORS' SOLICITATION AGENT AT:

**(866) 812-2297 (U.S. TOLL-FREE)
+800 3742 6170 (INTERNATIONAL TOLL-FREE)
(781) 575-4050 (U.S. LOCAL (TOLL) NUMBER).**

IF THE DEBTORS' SOLICITATION AGENT DOES NOT ACTUALLY RECEIVE THE MASTER BALLOT ON OR BEFORE APRIL 16, 2021 AT 8:00 P.M. (EASTERN TIME), YOUR VOTE TRANSMITTED BY THIS BENEFICIAL HOLDER BALLOT WILL NOT BE COUNTED.