

Information for Honeywell Investors About Garrett Motion's May 29, 2020, 8-K Filing

We have been working with Garrett in connection with their proposed amendment to their credit agreement and to help them navigate the current COVID crisis and related challenges. We agreed to defer certain payments owed to Honeywell earlier this quarter, and we are proposing that both companies suspend the litigation between us to reduce spending during the economic downturn. At the same time, Honeywell has taken and will continue to take steps to protect our rights under the Indemnification and Reimbursement Agreement and to protect our shareowners. We remain committed to engaging constructively with Garrett to explore alternatives that would provide the relief they are seeking in a form that does not violate our rights under the Indemnification and Reimbursement Agreement.

Why did you issue the Notice of Default?

- The way in which Garrett has proposed to amend its credit agreement violates our rights under the Indemnification and Reimbursement Agreement.

Garrett is claiming that Honeywell breached the agreement and wrongfully interfered with their Credit Agreement amendment process. Could you provide more details?

- Garrett's claims have no merit. Our issuance of a Notice of Default does not constitute a breach of the agreement, and we issued the Notice of Default in order to protect our rights under the Indemnification and Reimbursement Agreement.

Is Honeywell asking Garrett to waive its rights to litigate?

- No, we are not asking Garrett to abrogate its rights. In light of the accommodations that Garrett has received and is seeking from Honeywell and its lenders, we are simply proposing that both companies temporarily suspend the litigation between us to reduce costs during the economic downturn.