Form 5500

Department of the Treasury
Internal Revenue Service

Department of Labor
Employee Benefits Security Administration

Pension Benefit Guaranty Corporation

Annual Return/Report of Employee Benefit Plan

This form is required to be filed for employee benefit plans under sections 104 and 4065 of the Employee Retirement Income Security Act of 1974 (ERISA) and sections 6057(b) and 6058(a) of the Internal Revenue Code (the Code).

▶ **Complete all entries in accordance with the instructions to the Form 5500.**

OMB Nos. 1210-0110
1210-0089

2025

This Form is Open to Public Inspection

Part I Annual Report Identification Information

For calendar plan year 2025 or fiscal plan year beginning 01/01/2025 and ending 12/31/2025

A This return/report is for:
- ☐ a multiemployer plan
- ☐ a multiple-employer plan (Filers checking this box must provide participating employer information in accordance with the form instructions.)
- ☒ a single-employer plan
- ☐ a DFE (specify) _____

B This return/report is:
- ☐ the first return/report
- ☐ the final return/report
- ☐ an amended return/report
- ☐ a short plan year return/report (less than 12 months)

C If the plan is a collectively-bargained plan, check here. . . . . ▶ ☐

D Check box if filing under:
- ☐ Form 5558
- ☒ automatic extension
- ☐ the DFVC program
- ☐ special extension (enter description)

E If this is a retroactively adopted plan permitted by SECURE Act section 201, check here. . . . . ▶ ☐

Part II Basic Plan Information—enter all requested information

1a Name of plan
BORGWARNER INC. RETIREMENT PLAN

1b Three-digit plan number (PN) ▶ 001

1c Effective date of plan 03/01/1941

2a Plan sponsor's name (employer, if for a single-employer plan)
Mailing address (include room, apt., suite no. and street, or P.O. Box)
City or town, state or province, country, and ZIP or foreign postal code (if foreign, see instructions)
BORGWARNER INC.

3850 HAMLIN ROAD
AUBURN HILLS, MI 48326-2872

2b Employer Identification Number (EIN)
13-3404508

2c Plan Sponsor's telephone number
248-754-9200

2d Business code (see instructions)
333610

Caution: A penalty for the late or incomplete filing of this return/report will be assessed unless reasonable cause is established.

Under penalties of perjury and other penalties set forth in the instructions, I declare that I have examined this return/report, including accompanying schedules, statements and attachments, as well as the electronic version of this return/report, and to the best of my knowledge and belief, it is true, correct, and complete.

SIGN HERE	Filed with authorized/valid electronic signature.	10/13/2026	ALLISON DUNN
	Signature of plan administrator	Date	Enter name of individual signing as plan administrator
SIGN HERE			
	Signature of employer/plan sponsor	Date	Enter name of individual signing as employer or plan sponsor
SIGN HERE			
	Signature of DFE	Date	Enter name of individual signing as DFE

3a	Plan administrator's name and address [X] Same as Plan Sponsor	**3b**	Administrator's EIN
		3c	Administrator's telephone number
4	If the name and/or EIN of the plan sponsor or the plan name has changed since the last return/report filed for this plan, enter the plan sponsor's name, EIN, the plan name and the plan number from the last return/report:	**4b**	EIN
a	Sponsor's name	**4d**	PN
c	Plan Name		

5	Total number of participants at the beginning of the plan year	**5**	1975
6	Number of participants as of the end of the plan year unless otherwise stated (welfare plans complete only lines **6a(1), 6a(2), 6b, 6c,** and **6d**).		
a(1)	Total number of active participants at the beginning of the plan year	**6a(1)**	326
a(2)	Total number of active participants at the end of the plan year	**6a(2)**	261
b	Retired or separated participants receiving benefits	**6b**	798
c	Other retired or separated participants entitled to future benefits	**6c**	440
d	Subtotal. Add lines **6a(2)**, **6b**, and **6c**.	**6d**	1499
e	Deceased participants whose beneficiaries are receiving or are entitled to receive benefits.	**6e**	374
f	Total. Add lines **6d** and **6e**.	**6f**	1873
g(1)	Number of participants with account balances as of the beginning of the plan year (only defined contribution plans complete this item)	**6g(1)**	
g(2)	Number of participants with account balances as of the end of the plan year (only defined contribution plans complete this item)	**6g(2)**	
h	Number of participants who terminated employment during the plan year with accrued benefits that were less than 100% vested.	**6h**	0
7	Enter the total number of employers obligated to contribute to the plan (only multiemployer plans complete this item)	**7**	

8a If the plan provides pension benefits, enter the applicable pension feature codes from the List of Plan Characteristic Codes in the instructions:

1B 1C 1I

b If the plan provides welfare benefits, enter the applicable welfare feature codes from the List of Plan Characteristic Codes in the instructions:

9a Plan funding arrangement (check all that apply)		**9b** Plan benefit arrangement (check all that apply)	
(1) [ ]	Insurance	**(1)** [ ]	Insurance
(2) [ ]	Code section 412(e)(3) insurance contracts	**(2)** [ ]	Code section 412(e)(3) insurance contracts
(3) [X]	Trust	**(3)** [X]	Trust
(4) [ ]	General assets of the sponsor	**(4)** [ ]	General assets of the sponsor

10 Check all applicable boxes in 10a and 10b to indicate which schedules are attached, and, where indicated, enter the number attached. (See instructions)

a Pension Schedules

- **(1)** [X] **R** (Retirement Plan Information)
- **(2)** [ ] **MB** (Multiemployer Defined Benefit Plan and Certain Money Purchase Plan Actuarial Information) - signed by the plan actuary
- **(3)** [X] **SB** (Single-Employer Defined Benefit Plan Actuarial Information) - signed by the plan actuary
- **(4)** [ ] **DCG** (Individual Plan Information) – Number Attached _____
- **(5)** [ ] **MEP** (Multiple-Employer Retirement Plan Information)

b General Schedules

- **(1)** [X] **H** (Financial Information)
- **(2)** [ ] **I** (Financial Information – Small Plan)
- **(3)** [ ] **A** (Insurance Information) – Number Attached 0
- **(4)** [X] **C** (Service Provider Information)
- **(5)** [X] **D** (DFE/Participating Plan Information)
- **(6)** [ ] **G** (Financial Transaction Schedules)

Part III Form M-1 Compliance Information (to be completed by welfare benefit plans)

11a If the plan provides welfare benefits, was the plan subject to the Form M-1 filing requirements during the plan year? (See instructions and 29 CFR 2520.101-2.) ..... ☐ Yes ☐ No

If "Yes" is checked, complete lines 11b and 11c.

11b Is the plan currently in compliance with the Form M-1 filing requirements? (See instructions and 29 CFR 2520.101-2.) ..... ☐ Yes ☐ No

11c Enter the Receipt Confirmation Code for the 2025 Form M-1 annual report. If the plan was not required to file the 2025 Form M-1 annual report, enter the Receipt Confirmation Code for the most recent Form M-1 that was required to be filed under the Form M-1 filing requirements. (Failure to enter a valid Receipt Confirmation Code will subject the Form 5500 filing to rejection as incomplete.)

Receipt Confirmation Code_____

SCHEDULE SB (Form 5500)

Department of the Treasury
Internal Revenue Service

Department of Labor
Employee Benefits Security Administration

Pension Benefit Guaranty Corporation

Single-Employer Defined Benefit Plan Actuarial Information

This schedule is required to be filed under section 104 of the Employee Retirement Income Security Act of 1974 (ERISA) and section 6059 of the Internal Revenue Code (the Code).

▶ **File as an attachment to Form 5500 or 5500-SF.**

OMB No. 1210-0110

2025

This Form is Open to Public Inspection

For calendar plan year 2025 or fiscal plan year beginning 01/01/2025 and ending 12/31/2025

▶ **Round off amounts to nearest dollar.**

▶ **Caution:** A penalty of $1,000 will be assessed for late filing of this report unless reasonable cause is established.

A Name of plan
BORGWARNER INC. RETIREMENT PLAN

B Three-digit plan number (PN) ▶ 001

C Plan sponsor's name as shown on line 2a of Form 5500 or 5500-SF
BORGWARNER INC.

D Employer Identification Number (EIN)
13-3404508

E Type of plan: [X] Single [ ] Multiple-A [ ] Multiple-B

F Prior year plan size: [ ] 100 or fewer [ ] 101-500 [X] More than 500

Part I Basic Information

1 Enter the valuation date: Month 01 Day 01 Year 2025

2 Assets:

a Market value	**2a**	126515963
b Actuarial value	**2b**	128127699

3 Funding target/participant count breakdown

	(1) Number of participants	(2) Vested Funding Target	(3) Total Funding Target
a For retired participants and beneficiaries receiving payment	1172	92422635	92422635
b For terminated vested participants	472	17244121	17244121
c For active participants	341	14290012	14373809
d Total	1985	123956768	124040565

4 If the plan is in at-risk status, check the box and complete lines (a) and (b) [ ]

a Funding target disregarding prescribed at-risk assumptions	**4a**	
b Funding target reflecting at-risk assumptions, but disregarding transition rule for plans that have been in at-risk status for fewer than five consecutive years and disregarding loading factor	**4b**	

5 Effective interest rate	**5**	5.24 %
6 Target normal cost		
a Present value of current plan year accruals	**6a**	0
b Expected plan-related expenses	**6b**	960740
c Target normal cost	**6c**	960740

Statement by Enrolled Actuary

To the best of my knowledge, the information supplied in this schedule and accompanying schedules, statements and attachments, if any, is complete and accurate. Each prescribed assumption was applied in accordance with applicable law and regulations. In my opinion, each other assumption is reasonable (taking into account the experience of the plan and reasonable expectations) and such other assumptions, in combination, offer my best estimate of anticipated experience under the plan.

SIGN HERE

Signature of actuary

08/11/2026
Date

STACY L HAIZMAN
Type or print name of actuary

26-07384
Most recent enrollment number

WILLIS TOWERS WATSON US LLC
Firm name

616-957-2020
Telephone number (including area code)

PO BOX 674401
HOUSTON, TX 77267
Address of the firm

If the actuary has not fully reflected any regulation or ruling promulgated under the statute in completing this schedule, check the box and see instructions [ ]

Part II Beginning of Year Carryover and Prefunding Balances

		(a) Carryover balance	(b) Prefunding balance
7	Balance at beginning of prior year after applicable adjustments (line 13 from prior year)	18089171	0
8	Portion elected for use to offset prior year's funding requirement (line 35 from prior year)	1158960	0
9	Amount remaining (line 7 minus line 8)	16930211	0
10	Interest on line 9 using prior year's actual return of 1.21 %	204856	0
11	Prior year's excess contributions to be added to prefunding balance:		
	a Present value of excess contributions (line 38a from prior year)		14272740
	b(1) Interest on the excess, if any, of line 38a over line 38b from prior year Schedule SB, using prior year's effective interest rate of 5.11 %		698511
	b(2) Interest on line 38b from prior year Schedule SB, using prior year's actual return		7299
	c Total available at beginning of current plan year to add to prefunding balance		14978550
	d Portion of (c) to be added to prefunding balance		0
12	Other reductions in balances due to elections or deemed elections	0	0
13	Balance at beginning of current year (line 9 + line 10 + line 11d – line 12)	17135067	0

Part III Funding Percentages

14	Funding target attainment percentage	14	89.48 %
15	Adjusted funding target attainment percentage	15	103.29 %
16	Prior year's funding percentage for purposes of determining whether carryover/prefunding balances may be used to reduce current year's funding requirement	16	102.18 %
17	If the current value of the assets of the plan is less than 70 percent of the funding target, enter such percentage.	17	%

Part IV Contributions and Liquidity Shortfalls

18 Contributions made to the plan for the plan year by employer(s) and employees:

(a) Date (MM-DD-YYYY)	(b) Amount paid by employer(s)	(c) Amount paid by employees	(a) Date (MM-DD-YYYY)	(b) Amount paid by employer(s)	(c) Amount paid by employees
			Totals ► 18(b)	0	18(c) 0

19	Discounted employer contributions – see instructions for small plan with a valuation date after the beginning of the year:		
	a Contributions allocated toward unpaid minimum required contributions from prior years	19a	0
	b Contributions made to avoid restrictions adjusted to valuation date.	19b	0
	c Contributions allocated toward minimum required contribution for current year adjusted to valuation date	19c	0

20 Quarterly contributions and liquidity shortfalls:

a Did the plan have a "funding shortfall" for the prior year? [X] Yes [ ] No

b If line 20a is "Yes," were required quarterly installments for the current year made in a timely manner? [X] Yes [ ] No

c If line 20a is "Yes," see instructions and complete the following table as applicable:

Liquidity shortfall as of end of quarter of this plan year

(1) 1st	(2) 2nd	(3) 3rd	(4) 4th
0	0	0	0

Part V Assumptions Used to Determine Funding Target and Target Normal Cost

21 Discount rate:

a Segment rates:	1st segment: %	2nd segment: %	3rd segment: %	[X] N/A, full yield curve used

b Applicable month (enter code)	**21b**	
22 Weighted average retirement age	**22**	65

23 Mortality table(s) (see instructions) [ ] Prescribed - combined [X] Prescribed - separate [ ] Substitute

Part VI Miscellaneous Items

24 Has a change been made in the non-prescribed actuarial assumptions for the current plan year? If "Yes," see instructions regarding required attachment. [ ] Yes [X] No

25 Has a method change been made for the current plan year? If "Yes," see instructions regarding required attachment. [ ] Yes [X] No

26 Demographic and benefit information

a Is the plan required to provide a Schedule of Active Participants? If "Yes," see instructions regarding required attachment. [X] Yes [ ] No

b Is the plan required to provide a projection of expected benefit payments? If "Yes," see instructions regarding required attachment [X] Yes [ ] No

27 If the plan is subject to alternative funding rules, enter applicable code and see instructions regarding attachment	**27**	

Part VII Reconciliation of Unpaid Minimum Required Contributions For Prior Years

28 Unpaid minimum required contributions for all prior years	**28**	0
29 Discounted employer contributions allocated toward unpaid minimum required contributions from prior years (line 19a)	**29**	0
30 Remaining amount of unpaid minimum required contributions (line 28 minus line 29)	**30**	0

Part VIII Minimum Required Contribution For Current Year

31 Target normal cost and excess assets (see instructions):

a Target normal cost (line 6c)	**31a**	960740
b Excess assets, if applicable, but not greater than line 31a	**31b**	0

32 Amortization installments:	Outstanding Balance	Installment
a Net shortfall amortization installment	0	0
b Waiver amortization installment	0	0

33 If a waiver has been approved for this plan year, enter the date of the ruling letter granting the approval (Month _____ Day _____ Year _____)_and the waived amount	**33**	
34 Total funding requirement before reflecting carryover/prefunding balances (lines 31a - 31b + 32a + 32b - 33)	**34**	960740

	Carryover balance	Prefunding balance	Total balance
35 Balances elected for use to offset funding requirement	960740	0	960740

36 Additional cash requirement (line 34 minus line 35)	**36**	0
37 Contributions allocated toward minimum required contribution for current year adjusted to valuation date (line 19c)	**37**	0
38 Present value of excess contributions for current year (see instructions)		
a Total (excess, if any, of line 37 over line 36)	**38a**	0
b Portion included in line 38a attributable to use of prefunding and funding standard carryover balances	**38b**	0
39 Unpaid minimum required contribution for current year (excess, if any, of line 36 over line 37)	**39**	0
40 Unpaid minimum required contributions for all years	**40**	0

Part IX Pension Funding Relief Under the American Rescue Plan Act of 2021 (See Instructions)

41 If an election was made to use the extended amortization rule for a plan year beginning on or before December 31, 2021, check the box to indicate the first plan year for which the rule applies. [ ] 2019 [ ] 2020 [X] 2021

SCHEDULE C (Form 5500)	Service Provider Information	OMB No. 1210-0110
Department of the Treasury Internal Revenue Service Department of Labor Employee Benefits Security Administration Pension Benefit Guaranty Corporation	This schedule is required to be filed under section 104 of the Employee Retirement Income Security Act of 1974 (ERISA). ▶ **File as an attachment to Form 5500.**	**2025** **This Form is Open to Public Inspection.**

For calendar plan year 2025 or fiscal plan year beginning 01/01/2025 and ending 12/31/2025

A Name of plan
BORGWARNER INC. RETIREMENT PLAN

B Three-digit plan number (PN) ▶ 001

C Plan sponsor's name as shown on line 2a of Form 5500
BORGWARNER INC.

D Employer Identification Number (EIN)
13-3404508

Part I Service Provider Information (see instructions)

You must complete this Part, in accordance with the instructions, to report the information required for **each person** who received, directly or indirectly, $5,000 or more in total compensation (i.e., money or anything else of monetary value) in connection with services rendered to the plan or the person's position with the plan during the plan year. If a person received **only** eligible indirect compensation for which the plan received the required disclosures, you are required to answer line 1 but are not required to include that person when completing the remainder of this Part.

1 Information on Persons Receiving Only Eligible Indirect Compensation

a Check "Yes" or "No" to indicate whether you are excluding a person from the remainder of this Part because they received only eligible indirect compensation for which the plan received the required disclosures (see instructions for definitions and conditions).. . . . . ☐ Yes ☒ No

b If you answered line 1a "Yes," enter the name and EIN or address of each person providing the required disclosures for the service providers who received only eligible indirect compensation. Complete as many entries as needed (see instructions).

(b) Enter name and EIN or address of person who provided you disclosures on eligible indirect compensation

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(b) Enter name and EIN or address of person who provided you disclosures on eligible indirect compensation

2. Information on Other Service Providers Receiving Direct or Indirect Compensation. Except for those persons for whom you answered "Yes" to line 1a above, complete as many entries as needed to list each person receiving, directly or indirectly, $5,000 or more in total compensation (i.e., money or anything else of value) in connection with services rendered to the plan or their position with the plan during the plan year. (See instructions).

(a) Enter name and EIN or address (see instructions)

WILLIS TOWERS WATSON US LLC

53-0181291

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
11 14 50	NONE	943213	Yes [ ] No [X]	Yes [ ] No [ ]		Yes [ ] No [ ]

(a) Enter name and EIN or address (see instructions)

TOWERS WATSON INVESTMENT SERVICES

52-1868818

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
28 17 51	NONE	196580	Yes [ ] No [X]	Yes [ ] No [ ]		Yes [ ] No [ ]

(a) Enter name and EIN or address (see instructions)

NORTHERN TRUST

36-1561860

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
21 50 51 68 72	NONE	109620	Yes [ ] No [X]	Yes [ ] No [ ]		Yes [ ] No [ ]

2. Information on Other Service Providers Receiving Direct or Indirect Compensation. Except for those persons for whom you answered "Yes" to line 1a above, complete as many entries as needed to list each person receiving, directly or indirectly, $5,000 or more in total compensation (i.e., money or anything else of value) in connection with services rendered to the plan or their position with the plan during the plan year. (See instructions).

(a) Enter name and EIN or address (see instructions)

INCOME RESEARCH & MANAGEMENT COLLEC

46-1964829

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
28 50 51	NONE	20877	Yes ☐ No ☒	Yes ☐ No ☐		Yes ☐ No ☐

(a) Enter name and EIN or address (see instructions)

BLACKROCK INSTITUTIONAL TRUST COMPA

30-0587659

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
21 24 28 50 51	NONE	6022	Yes ☐ No ☒	Yes ☐ No ☐		Yes ☐ No ☐

(a) Enter name and EIN or address (see instructions)

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
			Yes ☐ No ☐	Yes ☐ No ☐		Yes ☐ No ☐

Part I Service Provider Information (continued)

3. If you reported on line 2 receipt of indirect compensation, other than eligible indirect compensation, by a service provider, and the service provider is a fiduciary or provides contract administrator, consulting, custodial, investment advisory, investment management, broker, or recordkeeping services, answer the following questions for (a) each source from whom the service provider received $1,000 or more in indirect compensation and (b) each source for whom the service provider gave you a formula used to determine the indirect compensation instead of an amount or estimated amount of the indirect compensation. Complete as many entries as needed to report the required information for each source.

(a) Enter service provider name as it appears on line 2	**(b)** Service Codes (see instructions)	**(c)** Enter amount of indirect compensation
(d) Enter name and EIN (address) of source of indirect compensation	**(e)** Describe the indirect compensation, including any formula used to determine the service provider's eligibility for or the amount of the indirect compensation.	

(a) Enter service provider name as it appears on line 2	**(b)** Service Codes (see instructions)	**(c)** Enter amount of indirect compensation
(d) Enter name and EIN (address) of source of indirect compensation	**(e)** Describe the indirect compensation, including any formula used to determine the service provider's eligibility for or the amount of the indirect compensation.	

(a) Enter service provider name as it appears on line 2	**(b)** Service Codes (see instructions)	**(c)** Enter amount of indirect compensation
(d) Enter name and EIN (address) of source of indirect compensation	**(e)** Describe the indirect compensation, including any formula used to determine the service provider's eligibility for or the amount of the indirect compensation.	

Part II Service Providers Who Fail or Refuse to Provide Information

4 Provide, to the extent possible, the following information for each service provider who failed or refused to provide the information necessary to complete this Schedule.

(a) Enter name and EIN or address of service provider (see instructions)	**(b)** Nature of Service Code(s)	**(c)** Describe the information that the service provider failed or refused to provide

(a) Enter name and EIN or address of service provider (see instructions)	**(b)** Nature of Service Code(s)	**(c)** Describe the information that the service provider failed or refused to provide

(a) Enter name and EIN or address of service provider (see instructions)	**(b)** Nature of Service Code(s)	**(c)** Describe the information that the service provider failed or refused to provide

(a) Enter name and EIN or address of service provider (see instructions)	**(b)** Nature of Service Code(s)	**(c)** Describe the information that the service provider failed or refused to provide

(a) Enter name and EIN or address of service provider (see instructions)	**(b)** Nature of Service Code(s)	**(c)** Describe the information that the service provider failed or refused to provide

(a) Enter name and EIN or address of service provider (see instructions)	**(b)** Nature of Service Code(s)	**(c)** Describe the information that the service provider failed or refused to provide

Part III Termination Information on Accountants and Enrolled Actuaries (see instructions)

(complete as many entries as needed)

a Name: GRANT THORNTON LLP
b EIN: 36-6055558
c Position: AUDITOR
d Address: 27777 FRANKLIN ROAD
SUITE 800
SOUTHFIELD, MI 48034
e Telephone: +12482621950

Explanation: NEW SERVICE PROVIDER RETAINED

a Name:
b EIN:
c Position:
d Address:
e Telephone:

Explanation:

a Name:
b EIN:
c Position:
d Address:
e Telephone:

Explanation:

a Name:
b EIN:
c Position:
d Address:
e Telephone:

Explanation:

a Name:
b EIN:
c Position:
d Address:
e Telephone:

Explanation:

SCHEDULE D (Form 5500)

Department of the Treasury
Internal Revenue Service

Department of Labor
Employee Benefits Security Administration

DFE/Participating Plan Information

This schedule is required to be filed under section 104 of the Employee Retirement Income Security Act of 1974 (ERISA).

▶ **File as an attachment to Form 5500.**

OMB No. 1210-0110

2025

This Form is Open to Public Inspection.

For calendar plan year 2025 or fiscal plan year beginning 01/01/2025 and ending 12/31/2025

A Name of plan
BORGWARNER INC. RETIREMENT PLAN

B Three-digit plan number (PN) ▶ 001

C Plan or DFE sponsor's name as shown on line 2a of Form 5500
BORGWARNER INC.

D Employer Identification Number (EIN)
13-3404508

Part I **Information on interests in MTIAs, CCTs, PSAs, and 103-12 IEs (to be completed by plans and DFEs)**
(Complete as many entries as needed to report all interests in DFEs)

a Name of MTIA, CCT, PSA, or 103-12 IE: IR+M INTERMEDIATE CORP COLLECTIVE

b Name of sponsor of entity listed in (a): GLOBAL TRUST COMPANY

c EIN-PN	**d** Entity code	**e** Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)
37-6567224-006	C	36659768

a Name of MTIA, CCT, PSA, or 103-12 IE: COLTV SHORT TERM INVESTMENT FUND

b Name of sponsor of entity listed in (a): THE NORTHERN TRUST COMPANY

c EIN-PN	**d** Entity code	**e** Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)
45-6138589-084	C	27718414

a Name of MTIA, CCT, PSA, or 103-12 IE: NT COLTV ALL COUNTRY WORLD FUND NL

b Name of sponsor of entity listed in (a): THE NORTHERN TRUST COMAPNY

c EIN-PN	**d** Entity code	**e** Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)
45-6138589-103	C	4483220

a Name of MTIA, CCT, PSA, or 103-12 IE: MFB NT COLTV 1-10YR INTR GOVT BOND

b Name of sponsor of entity listed in (a): THE NORTHERN TRUST COMPANY

c EIN-PN	**d** Entity code	**e** Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)
45-6138589-056	C	5126113

a Name of MTIA, CCT, PSA, or 103-12 IE: SSGA LONG US GOVT INDEX FUND

b Name of sponsor of entity listed in (a): STATE STREET

c EIN-PN	**d** Entity code	**e** Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)
04-0025081-142	C	6771345

a Name of MTIA, CCT, PSA, or 103-12 IE: MFO CF TSY U.S. 25+ YR KEY RATE DUR

b Name of sponsor of entity listed in (a): BLACKROCK INSTITUTIONAL TRUST COMPANY N.A.

c EIN-PN	**d** Entity code	**e** Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)
45-3856224-001	C	388190

a Name of MTIA, CCT, PSA, or 103-12 IE: BLACKROCK TREAS 15 YR NON LEND FD

b Name of sponsor of entity listed in (a): BLACKROCK INSTITUTIONAL TRUST COMPANY, N.A.

c EIN-PN	**d** Entity code	**e** Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)
45-3856099-001	C	2621171

a Name of MTIA, CCT, PSA, or 103-12 IE: BLACKROCK TREAS 20 YR NON LEND FD

b Name of sponsor of entity listed in (a): BLACKROCK INSTITUTIONAL TRUST COMPANY, N.A.

c EIN-PN 45-3856189-001	**d** Entity code C	**e** Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions) 1262532

a Name of MTIA, CCT, PSA, or 103-12 IE: BLACKROCK TREAS 10 YR NON LEND FD

b Name of sponsor of entity listed in (a): BLACKROCK INSTITUTIONAL TRUST COMPANY, N.A.

c EIN-PN 47-4226866-001	**d** Entity code C	**e** Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions) 3313098

a Name of MTIA, CCT, PSA, or 103-12 IE: WTW GT LONG CREDIT FUND

b Name of sponsor of entity listed in (a): WILLIS TOWERS WATSON

c EIN-PN 82-6695738-004	**d** Entity code C	**e** Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions) 0

a Name of MTIA, CCT, PSA, or 103-12 IE: BLACKROCK TREAS 5 YR NON LEND FD

b Name of sponsor of entity listed in (a): BLACKROCK INSTITUTIONAL TRUST COMPANY, N.A.

c EIN-PN 47-4104495-001	**d** Entity code C	**e** Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions) 2586571

a Name of MTIA, CCT, PSA, or 103-12 IE: WTW COLLECTIVE INVESTMENT TRUST

b Name of sponsor of entity listed in (a): SEI TRUST COMPANY

c EIN-PN 39-2893771-198	**d** Entity code C	**e** Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions) 10001949

a Name of MTIA, CCT, PSA, or 103-12 IE: WTW REAL ASSETS FUND, L.P.

b Name of sponsor of entity listed in (a): DELAWARE LP

c EIN-PN 33-2085025-001	**d** Entity code E	**e** Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions) 15234282

a Name of MTIA, CCT, PSA, or 103-12 IE: WTW DIVERSIFIED CREDIT FUND, L.P.

b Name of sponsor of entity listed in (a): DELAWARE LP

c EIN-PN 33-2109086-001	**d** Entity code E	**e** Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions) 8025542

a Name of MTIA, CCT, PSA, or 103-12 IE:

b Name of sponsor of entity listed in (a):

c EIN-PN	**d** Entity code	**e** Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)

a Name of MTIA, CCT, PSA, or 103-12 IE:

b Name of sponsor of entity listed in (a):

c EIN-PN	**d** Entity code	**e** Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)

a Name of MTIA, CCT, PSA, or 103-12 IE:

b Name of sponsor of entity listed in (a):

c EIN-PN	**d** Entity code	**e** Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)

Part II **Information on Participating Plans (to be completed by DFEs, other than DCGs)**
(Complete as many entries as needed to report all participating plans. DCGs must report each participating plan using Schedule DCG.)

a Plan name

b Name of plan sponsor | **c** EIN-PN

a Plan name

b Name of plan sponsor | **c** EIN-PN

a Plan name

b Name of plan sponsor | **c** EIN-PN

a Plan name

b Name of plan sponsor | **c** EIN-PN

a Plan name

b Name of plan sponsor | **c** EIN-PN

a Plan name

b Name of plan sponsor | **c** EIN-PN

a Plan name

b Name of plan sponsor | **c** EIN-PN

a Plan name

b Name of plan sponsor | **c** EIN-PN

a Plan name

b Name of plan sponsor | **c** EIN-PN

a Plan name

b Name of plan sponsor | **c** EIN-PN

a Plan name

b Name of plan sponsor | **c** EIN-PN

a Plan name

b Name of plan sponsor | **c** EIN-PN

a Plan name

b Name of plan sponsor | **c** EIN-PN

SCHEDULE H (Form 5500)

Department of the Treasury
Internal Revenue Service

Department of Labor
Employee Benefits Security Administration

Pension Benefit Guaranty Corporation

Financial Information

This schedule is required to be filed under section 104 of the Employee Retirement Income Security Act of 1974 (ERISA), and section 6058(a) of the Internal Revenue Code (the Code).

▶ **File as an attachment to Form 5500.**

OMB No. 1210-0110

2025

This Form is Open to Public Inspection

For calendar plan year 2025 or fiscal plan year beginning 01/01/2025 and ending 12/31/2025

A Name of plan
BORGWARNER INC. RETIREMENT PLAN

B Three-digit plan number (PN) ▶ 001

C Plan sponsor's name as shown on line 2a of Form 5500
BORGWARNER INC.

D Employer Identification Number (EIN)
13-3404508

Part I Asset and Liability Statement

1 Current value of plan assets and liabilities at the beginning and end of the plan year. Combine the value of plan assets held in more than one trust. Report the value of the plan's interest in a commingled fund containing the assets of more than one plan on a line-by-line basis unless the value is reportable on lines 1c(9) through 1c(14). Do not enter the value of that portion of an insurance contract which guarantees, during this plan year, to pay a specific dollar benefit at a future date. **Round off amounts to the nearest dollar.** MTIAs, CCTs, PSAs, and 103-12 IEs do not complete lines 1b(1), 1b(2), 1c(8), 1g, 1h, and 1i. CCTs, PSAs, and 103-12 IEs also do not complete lines 1d and 1e. See instructions.

Assets		(a) Beginning of Year	(b) End of Year
a Total noninterest-bearing cash	1a	0	0
b Receivables (less allowance for doubtful accounts):			
(1) Employer contributions	1b(1)	0	0
(2) Participant contributions	1b(2)	0	0
(3) Other	1b(3)	18689	47879
c General investments:			
(1) Interest-bearing cash (include money market accounts & certificates of deposit)	1c(1)	0	0
(2) U.S. Government securities	1c(2)	0	0
(3) Corporate debt instruments (other than employer securities):			
(A) Preferred	1c(3)(A)	0	0
(B) All other	1c(3)(B)	0	0
(4) Corporate stocks (other than employer securities):			
(A) Preferred	1c(4)(A)	0	0
(B) Common	1c(4)(B)	0	0
(5) Partnership/joint venture interests	1c(5)	0	0
(6) Real estate (other than employer real property)	1c(6)	0	0
(7) Loans (other than to participants)	1c(7)	0	0
(8) Participant loans	1c(8)	0	0
(9) Value of interest in common/collective trusts	1c(9)	126497272	100932371
(10) Value of interest in pooled separate accounts	1c(10)	0	0
(11) Value of interest in master trust investment accounts	1c(11)	0	0
(12) Value of interest in 103-12 investment entities	1c(12)	0	23259824
(13) Value of interest in registered investment companies (e.g., mutual funds)	1c(13)	0	0
(14) Value of funds held in insurance company general account (unallocated contracts)	1c(14)	0	0
(15) Other	1c(15)	3	0

		(a) Beginning of Year	(b) End of Year
1d Employer-related investments:			
(1) Employer securities	1d(1)	0	0
(2) Employer real property	1d(2)	0	0
1e Buildings and other property used in plan operation	1e	0	0
1f Total assets (add all amounts in lines 1a through 1e)	1f	126515964	124240074
Liabilities			
1g Benefit claims payable	1g	103042	0
1h Operating payables	1h	0	0
1i Acquisition indebtedness	1i	0	0
1j Other liabilities	1j	0	0
1k Total liabilities (add all amounts in lines 1g through1j)	1k	103042	0
Net Assets			
1l Net assets (subtract line 1k from line 1f)	1l	126412922	124240074

Part II Income and Expense Statement

2 Plan income, expenses, and changes in net assets for the year. Include all income and expenses of the plan, including any trust(s) or separately maintained fund(s) and any payments/receipts to/from insurance carriers. Round off amounts to the nearest dollar. MTIAs, CCTs, PSAs, and 103-12 IEs do not complete lines 2a, 2b(1)(E), 2e, 2f, and 2g.

Income		(a) Amount	(b) Total
a Contributions:			
(1) Received or receivable in cash from: **(A)** Employers	2a(1)(A)		
(B) Participants	2a(1)(B)		
(C) Others (including rollovers)	2a(1)(C)		
(2) Noncash contributions	2a(2)		
(3) Total contributions. Add lines **2a(1)(A), (B), (C),** and line **2a(2)**	2a(3)		0
b Earnings on investments:			
(1) Interest:			
(A) Interest-bearing cash (including money market accounts and certificates of deposit)	2b(1)(A)		
(B) U.S. Government securities	2b(1)(B)		
(C) Corporate debt instruments	2b(1)(C)		
(D) Loans (other than to participants)	2b(1)(D)		
(E) Participant loans	2b(1)(E)		
(F) Other	2b(1)(F)		
(G) Total interest. Add lines **2b(1)(A)** through **(F)**	2b(1)(G)		0
(2) Dividends: **(A)** Preferred stock	2b(2)(A)		
(B) Common stock	2b(2)(B)		
(C) Registered investment company shares (e.g. mutual funds)	2b(2)(C)		
(D) Total dividends. Add lines **2b(2)(A)**, **(B)**, and **(C)**	2b(2)(D)		0
(3) Rents	2b(3)		
(4) Net gain (loss) on sale of assets: **(A)** Aggregate proceeds	2b(4)(A)	5450585	
(B) Aggregate carrying amount (see instructions)	2b(4)(B)	5450000	
(C) Subtract line **2b(4)(B)** from line **2b(4)(A)** and enter result	2b(4)(C)		585
(5) Unrealized appreciation (depreciation) of assets: **(A)** Real estate	2b(5)(A)		
(B) Other	2b(5)(B)	1260733	
(C) Total unrealized appreciation of assets. Add lines **2b(5)(A)** and **(B)**	2b(5)(C)		1260733

		(a) Amount	(b) Total
(6) Net investment gain (loss) from common/collective trusts	2b(6)		9415463
(7) Net investment gain (loss) from pooled separate accounts	2b(7)		
(8) Net investment gain (loss) from master trust investment accounts	2b(8)		
(9) Net investment gain (loss) from 103-12 investment entities	2b(9)		
(10) Net investment gain (loss) from registered investment companies (e.g., mutual funds)	2b(10)		
c Other income	2c		-482
d Total income. Add all **income** amounts in column (b) and enter total	2d		10676299
Expenses			
e Benefit payment and payments to provide benefits:			
(1) Directly to participants or beneficiaries, including direct rollovers	2e(1)	11522257	
(2) To insurance carriers for the provision of benefits	2e(2)		
(3) Other	2e(3)		
(4) Total benefit payments. Add lines **2e(1)** through **(3)**	2e(4)		11522257
f Corrective distributions (see instructions)	2f		
g Certain deemed distributions of participant loans (see instructions)	2g		
h Interest expense	2h		
i Administrative expenses:			
(1) Salaries and allowances	2i(1)		
(2) Contract administrator fees	2i(2)	196580	
(3) Recordkeeping fees	2i(3)	0	
(4) IQPA audit fees	2i(4)	0	
(5) Investment advisory and investment management fees	2i(5)	23559	
(6) Bank or trust company trustee/custodial fees	2i(6)	115642	
(7) Actuarial fees	2i(7)	943213	
(8) Legal fees	2i(8)	0	
(9) Valuation/appraisal fees	2i(9)	0	
(10) Other trustee fees and expenses	2i(10)	0	
(11) Other expenses	2i(11)	47896	
(12) Total administrative expenses. Add lines **2i(1)** through **(11)**	2i(12)		1326890
j Total expenses. Add all **expense** amounts in column (b) and enter total	2j		12849147
Net Income and Reconciliation			
k Net income (loss). Subtract line **2j** from line **2d**	2k		-2172848
l Transfers of assets:			
(1) To this plan	2l(1)		
(2) From this plan	2l(2)		

Part III Accountant's Opinion

3 Complete lines 3a through 3c if the opinion of an independent qualified public accountant is attached to this Form 5500. Complete line 3d if an opinion is not attached.

a The attached opinion of an independent qualified public accountant for this plan is (see instructions):

(1) [X] Unmodified **(2)** [ ] Qualified **(3)** [ ] Disclaimer **(4)** [ ] Adverse

b Check the appropriate box(es) to indicate whether the IQPA performed an ERISA section 103(a)(3)(C) audit. Check both boxes (1) and (2) if the audit was performed pursuant to both 29 CFR 2520.103-8 and 29 CFR 2520.103-12(d). Check box (3) if pursuant to neither.

(1) [X] DOL Regulation 2520.103-8 **(2)** [ ] DOL Regulation 2520.103-12(d) **(3)** [ ] neither DOL Regulation 2520.103-8 nor DOL Regulation 2520.103-12(d).

c Enter the name and EIN of the accountant (or accounting firm) below:

(1) Name: BDO USA, P.C. **(2)** EIN: 13-5381590

d The opinion of an independent qualified public accountant is **not attached** as part of Schedule H because:

(1) [ ] This form is filed for a CCT, PSA, DCG or MTIA. **(2)** [ ] It will be attached to the next Form 5500 pursuant to 29 CFR 2520.104-50.

Part IV Compliance Questions

4 CCTs and PSAs do not complete Part IV. MTIAs, 103-12 IEs, and GIAs do not complete lines 4a, 4e, 4f, 4g, 4h, 4k, 4m, 4n, or 5. 103-12 IEs also do not complete lines 4j and 4l. MTIAs also do not complete line 4l. DCGs do not complete lines 4e, 4f, 4k, 4l, and 5, and DCGs generally complete the rest of Part IV collectively for all plans in the DCG, except as otherwise provided (see instructions).

During the plan year:

		Yes	No	Amount
a Was there a failure to transmit to the plan any participant contributions within the time period described in 29 CFR 2510.3-102? Continue to answer "Yes" for any prior year failures until fully corrected. (See instructions and DOL's Voluntary Fiduciary Correction Program.)	**4a**		X	
b Were any loans by the plan or fixed income obligations due the plan in default as of the close of the plan year or classified during the year as uncollectible? Disregard participant loans secured by participant's account balance. (Attach Schedule G (Form 5500) Part I if "Yes" is checked.)	**4b**		X	
c Were any leases to which the plan was a party in default or classified during the year as uncollectible? (Attach Schedule G (Form 5500) Part II if "Yes" is checked.)	**4c**		X	
d Were there any nonexempt transactions with any party-in-interest? (Do not include transactions reported on line 4a. Attach Schedule G (Form 5500) Part III if "Yes" is checked.)	**4d**		X	
e Was this plan covered by a fidelity bond?	**4e**	X		15000000
f Did the plan have a loss, whether or not reimbursed by the plan's fidelity bond, that was caused by fraud or dishonesty?	**4f**		X	
g Did the plan hold any assets whose current value was neither readily determinable on an established market nor set by an independent third party appraiser?	**4g**		X	
h Did the plan receive any noncash contributions whose value was neither readily determinable on an established market nor set by an independent third party appraiser?	**4h**		X	
i Did the plan have assets held for investment? (Attach schedule(s) of assets if "Yes" is checked, and see instructions for format requirements.)	**4i**	X		
j Were any plan transactions or series of transactions in excess of 5% of the current value of plan assets? (Attach schedule of transactions if "Yes" is checked and see instructions for format requirements.)	**4j**	X		
k Were all the plan assets either distributed to participants or beneficiaries, transferred to another plan, or brought under the control of the PBGC?	**4k**		X	
l Has the plan failed to provide any benefit when due under the plan?	**4l**		X	
m If this is an individual account plan, was there a blackout period? (See instructions and 29 CFR 2520.101-3.)	**4m**			
n If 4m was answered "Yes," check the "Yes" box if you either provided the required notice or one of the exceptions to providing the notice applied under 29 CFR 2520.101-3.	**4n**			

5a Has a resolution to terminate the plan been adopted during the plan year or any prior plan year? [X] Yes [ ] No

If "Yes," enter the amount of any plan assets that reverted to the employer this year 0.

5b If, during this plan year, any assets or liabilities were transferred from this plan to another plan(s), identify the plan(s) to which assets or liabilities were transferred. (See instructions.)

5b(1) Name of plan(s)	**5b(2)** EIN(s)	**5b(3)** PN(s)

5c Was the plan a defined benefit plan covered under the PBGC insurance program at any time during this plan year? (See ERISA section 4021 and instructions.) ..... [X] Yes [ ] No [ ] Not determined

If "Yes" is checked, enter the My PAA confirmation number from the PBGC premium filing for this plan year 588454.

SCHEDULE R (Form 5500)

Department of the Treasury
Internal Revenue Service

Department of Labor
Employee Benefits Security Administration

Pension Benefit Guaranty Corporation

Retirement Plan Information

This schedule is required to be filed under sections 104 and 4065 of the Employee Retirement Income Security Act of 1974 (ERISA) and section 6058(a) of the Internal Revenue Code (the Code).

▶ **File as an attachment to Form 5500.**

OMB No. 1210-0110

2025

This Form is Open to Public Inspection.

For calendar plan year 2025 or fiscal plan year beginning 01/01/2025 and ending 12/31/2025

A Name of plan
BORGWARNER INC. RETIREMENT PLAN

B Three-digit plan number (PN) ▶ 001

C Plan sponsor's name as shown on line 2a of Form 5500
BORGWARNER INC.

D Employer Identification Number (EIN)
13-3404508

Part I Distributions

All references to distributions relate only to payments of benefits during the plan year.

1 Total value of distributions paid in property other than in cash or the forms of property specified in the instructions **1** 0

2 Enter the EIN(s) of payor(s) who paid benefits on behalf of the plan to participants or beneficiaries during the year (if more than two, enter EINs of the two payors who paid the greatest dollar amounts of benefits):

EIN(s): 36-3046063

Profit-sharing plans, ESOPs, and stock bonus plans, skip line 3.

3 Number of participants (living or deceased) whose benefits were distributed in a single sum, during the plan year **3** 36

Part II Funding Information (If the plan is not subject to the minimum funding requirements of section 412 of the Internal Revenue Code or ERISA section 302, skip this Part.)

4 Is the plan administrator making an election under Code section 412(d)(2) or ERISA section 302(d)(2)? ..... ☐ **Yes** ☒ **No** ☐ **N/A**

If the plan is a defined benefit plan, go to line 8.

5 If a waiver of the minimum funding standard for a prior year is being amortized in this plan year, see instructions and enter the date of the ruling letter granting the waiver. **Date:** Month _____ Day _____ Year _____

If you completed line 5, complete lines 3, 9, and 10 of Schedule MB and do not complete the remainder of this schedule.

6 **a** Enter the minimum required contribution for this plan year (include any prior year accumulated funding deficiency not waived) **6a**

b Enter the amount contributed by the employer to the plan for this plan year **6b**

c Subtract the amount in line 6b from the amount in line 6a. Enter the result (enter a minus sign to the left of a negative amount) **6c**

If you completed line 6c, skip lines 8 and 9.

7 Will the minimum funding amount reported on line 6c be met by the funding deadline? ..... ☐ **Yes** ☐ **No** ☐ **N/A**

8 If a change in actuarial cost method was made for this plan year pursuant to a revenue procedure or other authority providing automatic approval for the change or a class ruling letter, does the plan sponsor or plan administrator agree with the change? ..... ☐ **Yes** ☐ **No** ☒ **N/A**

Part III Amendments

9 If this is a defined benefit pension plan, were any amendments adopted during this plan year that increased or decreased the value of benefits? If yes, check the appropriate box. If no, check the "No" box. ..... ☐ **Increase** ☐ **Decrease** ☒ **Both** ☐ **No**

Part IV ESOPs (see instructions). If this is not a plan described under section 409(a) or 4975(e)(7) of the Internal Revenue Code, skip this Part.

10 Were unallocated employer securities or proceeds from the sale of unallocated securities used to repay any exempt loan? ..... ☐ **Yes** ☐ **No**

11 **a** Does the ESOP hold any preferred stock? ..... ☐ **Yes** ☐ **No**

b If the ESOP has an outstanding exempt loan with the employer as lender, is such loan part of a "back-to-back" loan? (See instructions for definition of "back-to-back" loan.) ..... ☐ **Yes** ☐ **No**

12 Does the ESOP hold any stock that is not readily tradable on an established securities market? ..... ☐ **Yes** ☐ **No**

Part V Additional Information for Multiemployer Defined Benefit Pension Plans

13 Enter the following information for each employer that (1) contributed more than 5% of total contributions to the plan during the plan year or (2) was one of the top-ten highest contributors (measured in dollars). See instructions. *Complete as many entries as needed to report all applicable employers.*

a Name of contributing employer

b EIN **c** Dollar amount contributed by employer

d Date collective bargaining agreement expires *(If employer contributes under more than one collective bargaining agreement, check box* ☐ *and see instructions regarding required attachment. Otherwise, enter the applicable date.)* Month _____ Day _____ Year _____

e Contribution rate information *(If more than one rate applies, check this box* ☐ *and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)*
(1) Contribution rate (in dollars and cents) _____
(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify):

---

a Name of contributing employer

b EIN **c** Dollar amount contributed by employer

d Date collective bargaining agreement expires *(If employer contributes under more than one collective bargaining agreement, check box* ☐ *and see instructions regarding required attachment. Otherwise, enter the applicable date.)* Month _____ Day _____ Year _____

e Contribution rate information *(If more than one rate applies, check this box* ☐ *and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)*
(1) Contribution rate (in dollars and cents) _____
(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify): _____

---

a Name of contributing employer

b EIN **c** Dollar amount contributed by employer

d Date collective bargaining agreement expires *(If employer contributes under more than one collective bargaining agreement, check box* ☐ *and see instructions regarding required attachment. Otherwise, enter the applicable date.)* Month _____ Day _____ Year _____

e Contribution rate information *(If more than one rate applies, check this box* ☐ *and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)*
(1) Contribution rate (in dollars and cents) _____
(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify): _____

---

a Name of contributing employer

b EIN **c** Dollar amount contributed by employer

d Date collective bargaining agreement expires *(If employer contributes under more than one collective bargaining agreement, check box* ☐ *and see instructions regarding required attachment. Otherwise, enter the applicable date.)* Month _____ Day _____ Year _____

e Contribution rate information *(If more than one rate applies, check this box* ☐ *and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)*
(1) Contribution rate (in dollars and cents) _____
(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify): _____

---

a Name of contributing employer

b EIN **c** Dollar amount contributed by employer

d Date collective bargaining agreement expires *(If employer contributes under more than one collective bargaining agreement, check box* ☐ *and see instructions regarding required attachment. Otherwise, enter the applicable date.)* Month _____ Day _____ Year _____

e Contribution rate information *(If more than one rate applies, check this box* ☐ *and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)*
(1) Contribution rate (in dollars and cents) _____
(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify): _____

---

a Name of contributing employer

b EIN **c** Dollar amount contributed by employer

d Date collective bargaining agreement expires *(If employer contributes under more than one collective bargaining agreement, check box* ☐ *and see instructions regarding required attachment. Otherwise, enter the applicable date.)* Month _____ Day _____ Year _____

e Contribution rate information *(If more than one rate applies, check this box* ☐ *and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)*
(1) Contribution rate (in dollars and cents) _____
(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify): _____

14 Enter the number of deferred vested and retired participants (inactive participants), as of the beginning of the plan year, whose contributing employer is no longer making contributions to the plan for:

a The current plan year. Check the box to indicate the counting method used to determine the number of inactive participants: ☐ last contributing employer ☐ alternative ☐ reasonable approximation (see instructions for required attachment)	**14a**	
b The plan year immediately preceding the current plan year. ☐ Check the box if the number reported is a change from what was previously reported (see instructions for required attachment)	**14b**	
c The second preceding plan year. ☐ Check the box if the number reported is a change from what was previously reported (see instructions for required attachment)	**14c**	

15 Enter the ratio of the number of participants under the plan on whose behalf no employer had an obligation to make an employer contribution during the current plan year to:

a The corresponding number for the plan year immediately preceding the current plan year	**15a**	
b The corresponding number for the second preceding plan year	**15b**	

16 Information with respect to any employers who withdrew from the plan during the preceding plan year:

a Enter the number of employers who withdrew during the preceding plan year	**16a**	
b If line 16a is greater than 0, enter the aggregate amount of withdrawal liability assessed or estimated to be assessed against such withdrawn employers	**16b**	

17 If assets and liabilities from another plan have been transferred to or merged with this plan during the plan year, check box and see instructions regarding supplemental information to be included as an attachment ☐

Part VI Additional Information for Single-Employer and Multiemployer Defined Benefit Pension Plans

18 If any liabilities to participants or their beneficiaries under the plan as of the end of the plan year consist (in whole or in part) of liabilities to such participants and beneficiaries under two or more pension plans as of immediately before such plan year, check box and see instructions regarding supplemental information to be included as an attachment ☐

19 If the total number of participants is 1,000 or more, complete lines (a) and (b):

a Enter the percentage of plan assets held as:
Public Equity: 5.0 % Private Equity: 0.0 % Investment-Grade Debt and Interest Rate Hedging Assets: 57.0 %
High-Yield Debt: 5.0 % Real Assets: 10.0 % Cash or Cash Equivalents: 23.0 % Other: 0.0 %

b Provide the average duration of the Investment-Grade Debt and Interest Rate Hedging Assets:
☐ 0-5 years ☒ 5-10 years ☐ 10-15 years ☐ 15 years or more

20 **PBGC missed contribution reporting requirements.** If this is a multiemployer plan or a single-employer plan that is not covered by PBGC, skip line 20.

a Is the amount of unpaid minimum required contributions for all years from Schedule SB (Form 5500) line 40 greater than zero? ☐ Yes ☒ No

b If line 20a is "Yes," has PBGC been notified as required by ERISA sections 4043(c)(5) and/or 303(k)(4)? Check the applicable box:

☐ Yes.

☐ No. Reporting was waived under 29 CFR 4043.25(c)(2) because contributions equal to or exceeding the unpaid minimum required contribution were made by the 30th day after the due date.

☐ No. The 30-day period referenced in 29 CFR 4043.25(c)(2) has not yet ended, and the sponsor intends to make a contribution equal to or exceeding the unpaid minimum required contribution by the 30th day after the due date.

☐ No. Other. Provide explanation._____

Part VII IRS Compliance Questions

21a Does the plan satisfy the coverage and nondiscrimination tests of Code sections 410(b) and 401(a)(4) by combining this plan with any other plans under the permissive aggregation rules? ☐ Yes ☒ No

21b If this is a Code section 401(k) plan, check all boxes that apply to indicate how the plan is intended to satisfy the nondiscrimination requirements for employee deferrals and employer matching contributions (as applicable) under Code sections 401(k)(3) and 401(m)(2).

☐ Design-based safe harbor method

☐ "Prior year" ADP test

☐ "Current year" ADP test

☒ N/A

22 If the plan sponsor is an adopter of a pre-approved plan that received a favorable IRS Opinion Letter, enter the date of the Opinion Letter ___/___/_____ (MM/DD/YYYY) and the Opinion Letter serial number_____.

BorgWarner Inc. Retirement Plan

Financial Statements
and ERISA-Required Supplemental Schedules
Years Ended December 31, 2025 (In Liquidation)
and December 31, 2024 (Ongoing)

The report accompanying these financial statements was issued by BDO USA, P.C., a Virginia professional corporation, and the U.S. member of BDO International Limited, a UK company limited by guarantee.

BorgWarner Inc. Retirement Plan

Financial Statements and ERISA-Required Supplemental Schedules

Years Ended December 31, 2025 (In Liquidation) and December 31, 2024 (Ongoing)

BorgWarner Inc. Retirement Plan

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Note: Other schedules required by Section 2520.103.10 of the Department of Labor's Rules and Regulations for Reporting and Disclosure under ERISA have been omitted because they are not applicable.

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Independent Auditor's Report

To the Plan Administrator
BorgWarner Inc. Retirement Plan
Auburn Hills, Michigan

Scope and Nature of the ERISA Section 103(a)(3)(C) Audit

We have performed an audit of the financial statements of BorgWarner Inc. Retirement Plan (the Plan), an employee benefit plan subject to the Employee Retirement Income Security Act of 1974 (ERISA), as permitted by ERISA Section 103(a)(3)(C). The financial statements comprise the statement of net assets available for benefits as of December 31, 2025 (in liquidation) and the related statement of changes in net assets available for benefits for the year then ended (in liquidation), and the related notes to the financial statements (collectively, the 2025 financial statements).

Management, having determined it is permissible in the circumstances, has elected to have the audit of the Plan's 2025 financial statements performed in accordance with ERISA Section 103(a)(3)(C) pursuant to 29 CFR 2520.103-8 of the Department of Labor's (DOL) Rules and Regulations for Reporting and Disclosure under ERISA (ERISA Section 103(a)(3)(C) audit). As permitted by ERISA Section 103(a)(3)(C), our audit need not extend to any statements or information related to assets held for investment of the Plan (investment information) by a bank or similar institution or insurance carrier that is regulated, supervised, and subject to periodic examination by a state or federal agency (qualified institution), provided that the investment information is prepared and certified to by the qualified institution in accordance with 29 CFR 2520.103-5 of the DOL's Rules and Regulations for Reporting and Disclosure under ERISA.

Management has obtained a certification from a qualified institution as of December 31, 2025, and for the year then ended, stating that the certified investment information, as described in Note 4 to the 2025 financial statements, is complete and accurate.

Opinion

In our opinion, based on our audit and the procedures performed as described in the *Auditor's Responsibilities for the Audit of the 2025 Financial Statements* section of our report:

- The amounts and disclosures in the accompanying 2025 financial statements, other than those agreed to or derived from the certified investment information, are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (GAAP).
- The certified investment information in the accompanying 2025 financial statements agrees to, or is derived from, in all material respects, the information prepared and certified by a qualified institution that management determined meets the requirements of ERISA Section 103(a)(3)(C).

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Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the 2025 Financial Statements section of our report. We are required to be independent of the Plan and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our ERISA Section 103(a)(3)(C) audit opinion.

Emphasis of Matter — Plan Termination and Liquidation Basis of Accounting

As further discussed in Note 1 to the 2025 financial statements, on March 18, 2025, the Employee Benefits Committee approved a plan to terminate the Plan effective October 31, 2025, and management determined liquidation is imminent. As a result, the Plan changed its basis of accounting from the going-concern basis of accounting used in presenting the 2024 financial statements to the liquidation basis of accounting used in presenting the 2025 financial statements. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with GAAP, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error. Management's election of the ERISA Section 103(a)(3)(C) audit does not affect management's responsibility for the financial statements.

Management is responsible for maintaining a current plan instrument, including all plan amendments. Management is also responsible for administering the Plan and determining that the Plan's transactions that are presented and disclosed in the financial statements are in conformity with the Plan's provisions, including maintaining sufficient records with respect to each of the participants, to determine the benefits due or which may become due to such participants.

Auditor's Responsibilities for the Audit of the 2025 Financial Statements

Except as described in the *Scope and Nature of the ERISA Section 103(a)(3)(C) Audit* section of our report, our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if, there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Plan's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

Our audit did not extend to the certified investment information, except for obtaining and reading the certification, comparing the certified investment information with the related information presented and disclosed in the 2025 financial statements, and reading the disclosures relating to the certified investment information to assess whether they are in accordance with the presentation and disclosure requirements of GAAP.

Accordingly, the objective of an ERISA Section 103(a)(3)(C) audit is not to express an opinion about whether the 2025 financial statements as a whole are presented fairly, in all material respects, in accordance with GAAP.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Other Matter — Supplemental Schedules Required by ERISA

The ERISA-required Supplemental Schedule H, line 4i- Schedule of Assets (Held at End of Year) as of December 31, 2025 (In Liquidation) and Schedule H (Form 5500), Line 4j - Schedule of Reportable Transactions for the Year Ended December 31, 2025 (In Liquidation), are presented for purposes of additional analysis and are not a required part of the 2025 financial statements but are supplementary information required by the DOL's Rules and Regulations for Reporting and Disclosure under ERISA. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the 2025 financial statements. The information included in the supplemental schedules, other than that agreed to or derived from the certified investment information, has been subjected to auditing procedures applied in the audit of the 2025 financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the 2025 financial statements or to the 2025 financial statements themselves, and other additional procedures in accordance with GAAS. For information included in the supplemental schedules that agreed to or is derived from the certified

investment information, we compared such information to the related certified investment information.

In forming our opinion on the supplemental schedules, we evaluated whether the supplemental schedules, other than the information agreed to or derived from the certified investment information, including their form and content, are presented in conformity with the DOL's Rules and Regulations for Reporting and Disclosure under ERISA.

In our opinion:

- the form and content of the supplemental schedules, other than the information in the supplemental schedules that agreed to or is derived from the certified investment information, are presented, in all material respects, in conformity with the DOL's Rules and Regulations for Reporting and Disclosure under ERISA.
- the certified investment information in the supplemental schedules agrees to, or are derived from, in all material respects, the information prepared and certified by a qualified institution that management determined meets the requirements of ERISA Section 103(a)(3)(C).

Other Matter — Auditor's Report on the 2024 Financial Statements

Predecessor auditors performed an audit of the 2024 financial statements of the Plan. In accordance with ERISA Section 103(a)(3)(C) pursuant to 29 CFR 2520.103-8 of the DOL's Rules and Regulations for Reporting and Disclosure under ERISA, the prior-year audit did not extend to any statements or information related to assets held for investment of the Plan that were certified by qualified institutions. Their report dated October 10, 2025 indicated that (a) the amounts and disclosures in the 2024 financial statements, other than those agreed to or derived from the certified investment information, were presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America, and (b) the information in the 2024 financial statements related to assets held by and certified to by qualified institutions agrees to, or is derived from, in all material respects, the information prepared and certified by an institution that management determined meets the requirements of ERISA Section 103(a)(3)(C).

BDO USA, P.C.

October 13, 2026

Financial Statements

BorgWarner Inc. Retirement Plan

Statements of Net Assets Available for Benefits

December 31,	**2025**	2024
	(In Liquidation)	(Ongoing)
Assets		
Investments, at fair value	**$ 124,192,195**	$ 126,497,275
Due from broker for securities sold	**3,395**	-
Accrued income	**44,484**	18,689
Accrued interest expected to be earned in liquidation	**725,000**	-
Total Assets	**124,965,074**	126,515,964
Liabilities		
Accrued liabilities	**-**	103,042
Accrued expenses expected to be incurred in liquidation	**1,426,500**	-
Total Liabilities	**1,426,500**	103,042
Net Assets Available for Benefits	**$ 123,538,574**	$ 126,412,922

See accompanying notes to financial statements.

BorgWarner Inc. Retirement Plan

Statements of Changes in Net Assets Available for Benefits

Year ended December 31,	**2025**	2024
	(In Liquidation)	(Ongoing)
Additions		
Investment income:		
Net appreciation in fair value of investments	**$ 10,405,068**	$ 1,477,442
Interest and dividends	**271,231**	186,443
Net Investment Income	**10,676,299**	1,663,885
Company contributions	**-**	15,000,000
Total Additions	**10,676,299**	16,663,885
Deductions		
Benefit payments to participants and beneficiaries	**11,522,257**	12,127,298
Administrative expenses	**1,326,890**	764,856
Total Deductions	**12,849,147**	12,892,154
Net (Decrease) Increase	**(2,172,848)**	3,771,731
Adjustment to Liquidation Basis	**(701,500)**	-
Net Assets Available for Benefits, beginning of year (Ongoing)	**126,412,922**	122,641,191
Net Assets Available for Benefits, end of year (In Liquidation)	**$ 123,538,574**	$ 126,412,922

See accompanying notes to financial statements.

1. Plan Description

The following description of the BorgWarner Inc. Retirement Plan (the Plan) provides only general information. Participants should refer to the Plan document, which incorporates various supplements and exhibits, for a more complete description of the Plan's provisions.

General

The Plan is a defined benefit pension plan sponsored by BorgWarner Inc. (the Company) for the purpose of providing eligible employees with regular income after retirement. The original effective date of the Plan was March 1, 1941. The Plan was amended and restated effective January 1, 2017, which incorporated mergers from affiliated plans. The Plan is a participating plan under the BorgWarner Inc. Benefit Plans Investment Trust (the Master Trust). The Company elects to file the Form 5500 as a stand-alone Plan as there is only one Plan in the Master Trust. The Plan is subject to the provisions of the Employee Retirement Income Security Act of 1974, as amended (ERISA).

The Plan has an Employee Benefits Committee (EBC) appointed by the Board of Directors that is responsible for directing The Northern Trust Company (the Trustee), the trustee of the Master Trust, as to the investment of assets held in the Master Trust on behalf of the Plan. The EBC has adopted an Investment Policy Statement (Policy) to provide guidance to fiduciaries responsible for investment decisions with respect to certain issues outlined in the Policy. The Company has given the Trustee the authority to hold the assets of the Plan and to invest, control and disburse all assets of the Plan in accordance with the Plan document.

Plan Termination

On March 18, 2025, the EBC approved the termination of the Plan effective October 31, 2025. As part of the termination process, the Company expects to settle benefit obligations through a combination of lump-sum payments to eligible plan participants and the purchase of a group annuity contract, under which future benefit obligations and administration will be transferred to a third-party insurance company. Such settlements will be funded primarily from Plan assets.

During 2026, the Company offered a lump-sum benefit payout option to eligible Plan participants. As a result, lump-sum benefit payments totaling $14,746,298 were distributed during 2026. In addition, the Company has selected an insurance company and will complete the purchase of group annuity contracts that will transfer any remaining pension benefit obligation to the selected insurance company. Upon termination of the Plan, all participants will become 100% vested to the extent they were not already vested. The termination and settlement process, which preserves retirement benefits due to participants but changes the ultimate payor of such benefits, is expected to be completed before the end of 2026.

Pension Benefits

Pension benefits are limited to certain employees who were employed by the Company as described in the Plan document, supplements and exhibits to the Plan. Effective May 31, 1988, the Plan closed to new entrants with the exception of certain transferred employees as outlined in the Plan supplements. The Plan provides normal retirement, early retirement, vested deferred retirement, disability retirement, surviving spouse, and special age 65 benefits to eligible participants.

The normal retirement age per the Plan document is age 65. In addition, each supplement has a participation requirement between zero and five years.

Pension benefits are formula based, as noted in the Plan document and supplements, and are based on specific participant data such as continuous service, credited service, and average earnings. Certain supplements include a benefit rate based on date of commencement. The benefits also consider age of the participant at commencement and the age of the survivor, if a joint and survivor option is selected.

The Plan includes a cash balance component for certain participants. A cash balance participant earned an initial one-time credit on their implementation date and an interest credit will be applied to the cash balance each Plan year beginning after the implementation date. Interest is credited annually based on the Internal Revenue Service (IRS) published 24-month average third segment rate not adjusted for 25-year averages. The interest rate was 5.37% and 4.63% as of December 31, 2025 and 2024, respectively.

Participants can select periodic payments or a one-time, lump-sum payment upon commencement of benefits.

Contributions and Funding Policy

Contributions are determined by an independent actuary. The Company contributes, on an annual basis, such amounts as are necessary to meet minimum funding standards as prescribed by ERISA. The Company at its option can contribute more than the minimum amount. There were no Company contributions in 2025. The Company made a $15,000,000 contribution during the year ended December 31, 2024. The Plan met the minimum funding requirements of ERISA for the years ended December 31, 2025 and 2024.

Prior to March 1, 1970, certain participants were allowed to contribute to the Plan. These contributions are fully vested and nonforfeitable but may neither be withdrawn nor borrowed against at any time while the participant remains in the service of the Company.

2. Summary of Significant Accounting Policies

The following is a summary of significant accounting policies used in the preparation of the accompanying financial statements.

Basis of Accounting

The accompanying 2024 financial statements of the Plan are prepared on the accrual basis of accounting and in accordance with accounting principles generally accepted in United States of America (U.S. GAAP).

The 2025 financial statements have been prepared under the liquidation basis and in accordance with U.S. GAAP. This basis was adopted when liquidation was deemed imminent in accordance with Accounting Standards Update (ASU) 2013-07, *Liquidation Basis of Accounting*. Plan management determined that liquidation was imminent upon adoption of the resolution to terminate the Plan on March 18, 2025. Under the liquidation basis of accounting, assets are measured at their net realizable value, estimated by fair value reduced by surrender charges, penalties and redemption charges, and disposal expenses, to reflect the estimated amount of cash expected to be collected

in settling or disposing of the assets during the liquidation process. Liabilities are measured using the accrual basis of accounting, plus any expected costs of the disposal of assets and other costs expected to be incurred during the liquidation process.

The Plan's 2025 financial statements and related disclosures have been updated to include accrued income and expenses expected to be realized through the end of liquidation. Accrued expenses include administrative and professional fees, Pension Benefit Guaranty Corporation (PBGC) fees, and actuarial and consulting costs expected to be incurred through liquidation.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect reported amounts of assets, liabilities, and changes therein; disclosure of contingent assets and liabilities, and the actuarial present value of accumulated plan benefits at the date of the financial statements, and changes therein. Actual results could differ from those estimates.

Investment Valuation and Income Recognition

Investments are reported at fair value. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The EBC determines the Plan's valuation policies utilizing information provided by its investment advisors and Trustee. See Note 5 for a discussion of fair value measurements.

Purchases and sales of securities are recorded on a trade-date basis. Interest income is recorded on the accrual basis. Dividends are recorded on the ex-dividend date. Net appreciation in fair value of investments includes the Plan's gain and losses on investments bought and sold as well as held during the year.

Payment of Benefits

Benefit payments to participants and beneficiaries are recorded upon distribution.

Administrative Expenses

The Plan's expenses are paid either by the Plan or the Company. Expenses that are paid directly by the Company are excluded from these financial statements. Certain expenses incurred in connection with the general administration of the Plan that are paid by the Plan are recorded as deductions in the accompanying statements of changes in net assets available for benefits. In addition, certain investment related expenses are included in net appreciation in fair value of investments presented in the accompanying statements of changes in net assets available for benefits.

3. Actuarial Present Value of Accumulated Plan Benefits

Accumulated plan benefits are those future periodic payments that are attributable to the service employees have rendered under the Plan's provision. Accumulated plan benefits included benefits expected to be paid to: (1) retired participants or their beneficiaries; (2) beneficiaries of participants who have died; and (3) present participants and their beneficiaries. The accumulated plan benefits for active participants are based on their years of service. Benefits payable under all

circumstances (retirement, death, disability, and termination of employment) are included to the extent they are deemed attributable to employee service rendered prior to the valuation date.

The actuarial present value of accumulated plan benefits is determined by Willis Towers Watson, an independent actuary engaged by the Company for this purpose. It represents the amount that results from applying actuarial assumptions to adjust the accumulated plan benefits earned by the participants to reflect the time value of money and the probability of payment as affected by death, disability, withdrawal or retirement between the valuation date and the expected date of payment.

Information used in the calculation includes participants' census data as of the beginning of the Plan year and Plan provisions in effect as of the beginning of each Plan year.

As described in Note 1, the decision to terminate the Plan was made after the December 31, 2024 valuation date. The present value of accumulated benefits as of December 31, 2025, was developed on a liquidation liability basis, with changes to the methodology and assumptions regarding (1) the estimated percentage of active and terminated vested participants who will elect a lump-sum payment during a limited plan termination benefit election window, (2) the prescribed IRS assumptions used for the lump-sum calculations for participations with traditional defined benefit formula and (3) the relationship between the insurer pricing for annuities that are expected to be purchased upon plan termination and the participant account balances.

The actuarial present value of accumulated plan benefits information as of December 31, 2025 (in liquidation) and December 31, 2024 (ongoing), is as follows:

December 31,	**2025**	2024
	(In Liquidation)	(Ongoing)
Vested accumulated benefits:		
Active employees	**$ 15,065,387**	$ 14,794,062
Participants with deferred benefits	**18,895,560**	18,576,279
Participants receiving benefits	**92,783,730**	94,577,270
Total Vested Accrued Benefits	**126,744,677**	127,947,611
Non-vested accrued benefits	**-**	93,371
Total Actuarial Present Value of Accumulated Benefits	**$ 126,744,677**	$ 128,040,982

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Changes in actuarial present value of accumulated plan benefits, are summarized below:

	2025	2024
	(In Liquidation)	(Ongoing)
Actuarial Present Value of Accumulated Plan Benefits, beginning of year	**$ 128,040,982**	$ 130,228,910
(Decrease) increase during plan year attributable to:		
Actuarial (gains)/losses	**-**	810,848
Decrease in the discount period	**5,805,846**	6,210,839
Benefits paid	**(11,625,301)**	(12,024,256)
Assumption changes	**5,182,969**	2,814,641
Plan amendments	**(659,819)**	-
Net Decrease	**(1,296,305)**	(2,187,928)
Actuarial Present Value of Accumulated Plan Benefits, end of year	**$ 126,744,677**	$ 128,040,982

The significant actuarial assumptions used in calculating the present value of accumulated plan benefits are as follows:

December 31,	**2025**	2024
	(In Liquidation)	(Ongoing)
Mortality table	**Pri-2012 mortality tables with Scale MP-2021**	Pri-2012 mortality tables with Scale MP-2021
Retirement age	**Age 65, weighted average retirement age is 65**	Age 65, weighted average retirement age is 65
Discount rate	**4.14%**	4.75%

As discussed in Note 1, the Plan was terminated effective October 31, 2025. As a result, the actuarial present value of accumulated plan benefits as of December 31, 2025 reflects certain assumptions related to Plan termination, including annuity purchase rates, insurer premium, and lump-sum window-optional form-of-payment assumptions.

4. Certified Investment Information

Certain information disclosed in the accompanying financial statements and ERISA-required supplemental schedules, related to investments held and accrued income at December 31, 2025 and 2024, and net investment income for the years then ended, was obtained by management and agreed to or derived from information certified as complete and accurate by The Northern Trust Company, a qualified institution.

5. Fair Value Measurements

The framework for measuring fair value provides for a hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted, quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). The three levels of the fair value hierarchy are described as follows:

Level 1 - Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Plan has the ability to access.

Level 2 - Inputs into the valuation methodology include:

- Quoted prices for similar assets or liabilities in active markets.
- Quoted prices for identical or similar assets or liabilities in inactive markets.
- Inputs other than quoted prices that are observable for the assets or liabilities.
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3 - Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The assets' or liabilities' fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

Following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at December 31, 2025 and 2024.

Money Market Fund – Money market funds are valued at net asset value (NAV) based on quoted market prices in an exchange and active market, which represents the NAV of shares held by the Plan at year end.

Collective Trust Funds and 103-12 Investment Entity Funds - Collective trust funds and 103-12 investment funds are valued at the NAV as provided by the investment manager of each fund. The NAV is used as a practical expedient and is based on the fair value of the underlying investments held by the funds less their liabilities. Were the Plan to initiate a full redemption of the funds, the investment manager of the fund generally reserves the right to temporarily delay withdrawal from the fund in order to ensure that securities liquidations will be carried out in an orderly business manner.

During the year ended December 31, 2025, the Plan reassessed the valuation classification of its money market fund and concluded that this investment is appropriately measured at NAV as a practical expedient and, accordingly, is not categorized within the fair value hierarchy. This change reflects management's current assessment of the manner in which fair value is determined for this

investment and does not represent a change in the underlying investment or its valuation. The prior-period amount has not been revised. The change affects only the presentation of the investment within the fair value disclosures and had no effect on the Plan's net assets available for benefits, changes in net assets available for benefits, or total investments reported.

The preceding methods described may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although the Plan believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

The following table sets forth by level within the fair value hierarchy the Plan's investment assets at fair value:

December 31, 2025

	Level 1	Level 2	Level 3	Total
Total Investments, in the fair value hierarchy	$ -	$ -	$ -	-
Investments, measured at NAV				124,192,195
Total Investments, at fair value				$ 124,192,195

December 31, 2024

	Level 1	Level 2	Level 3	Total
Money market fund	$ 18,809,986	$ -	$ -	$ 18,809,986
Other	-	3	-	3
Total Investments, in the fair value hierarchy	$ 18,809,986	$ 3	$ -	18,809,989
Investments, measured at NAV				107,687,286
Total Investments, at fair value				$ 126,497,275

The remainder of this page intentionally left blank.

The tables below present additional information for the Plan's investments whose fair value is estimated using the practical expedient of reported NAV:

December 31,

	Fair Value		Unfunded Commitments	Redemption Frequency	Redemption Terms Notification/ Trade Settles	Redemption Restrictions
	2025	2024				
Blackrock Treasury U.S. 15-year Key Rate Duration Non-Lendable Fund	**$ 2,621,171**	$ 1,679,499	None	Daily	T-2 / T+2	None
Blackrock Treasury U.S. 20-year Key Rate Duration Non-Lendable Fund	**1,262,532**	353,989	None	Daily	T-2 / T+2	None
Blackrock Treasury U.S. 10-year Key Rate Duration Non-Lendable Fund	**3,313,098**	2,897,885	None	Daily	T-2 / T+2	None
Blackrock Treasury U.S. 5-year Key Rate Duration Non-Lendable Fund	**2,586,571**	3,073,726	None	Daily	T-2 / T+2	None
Northern Trust Collective 1-10-year Intermediate Government Bond Index Fund Non-Lending	**5,126,113**	17,245,742	None	Daily	T-1 / T+1	None
Northern Trust Collective All Country World Index Fund Non-Lending	**4,483,220**	15,999,475	None	Daily	T-1 / T+1	None
Northern Trust Short-Term Investment Funds	**27,718,414**	-	None	Daily	T-1 / T+1	None
State Street Long U.S. Government Bond Index Non-Lending Fund	**6,771,345**	16,419,667	None	Daily	T-2 / T+1	None
Willis Towers Watson Group Trust Real Asset Fund	**15,234,282**	15,084,983	None	Weekly	T-7 / T+3	None
Willis Towers Watson Group Trust Long Credit Fund	**10,001,949**	20,367,706	None	Weekly	T-7 / T+3	None
Willis Towers Watson Group Trust Diversified Credit Fund	**8,025,542**	14,564,614	None	Monthly	T-30 / T+2	None
Income Research + Management Intermediate Corporate Collective Fund	**36,659,768**	-	None	Daily	T-1 / T+1	None
Blackrock Treasury U.S. 25-year Key Rate Duration Non-Lendable Fund	**388,190**	-	None	Daily	T-2 / T+2	None
Total Investments, measured at NAV as practical expedient	**$124,192,195**	$ 107,687,286				

6. Income Tax Status

The Plan received a determination letter dated August 17, 2017 in which the IRS stated that the Plan, as then designed, was in compliance with the applicable requirements of the Internal Revenue Code (IRC). The Plan has been amended since receiving the determination letter. However, the Plan administrator believes that the Plan is designed and is currently being operated in compliance with the applicable requirements of the IRC. Therefore, no provision for income taxes has been included in the Plan's financial statements.

U.S. GAAP requires Plan management to evaluate tax positions taken by the Plan and recognize a tax liability (or asset) if the Plan has taken an uncertain position that more likely than not would

not be sustained upon examination by the IRS. The Plan is subject to routine audits by taxing jurisdictions; however, there currently are no audits for any tax periods in progress.

7. Plan Termination

Under the terms of the Plan, the Company reserves the right to change, modify, discontinue or terminate the Plan at any time, for any reason subject to the provision set forth in ERISA. Upon complete discontinuance of Company contributions or any other termination of the Plan, the interests of the affected participants shall become fully vested and their interests shall be nonforfeitable. Refer to Note 1, for additional information on the plan termination. Participants became 100% vested in their accounts as of the termination date.

Certain benefits under the Plan are insured by the PBGC if the Plan terminates. Generally, the PBGC guarantees most vested normal age retirement benefits, early retirement benefits, and certain disability and survivor's benefits. However, the PBGC does not guarantee all types of benefits under the Plan, and the amount of benefit protection is subject to certain limitations. Vested benefits under the Plan are guaranteed at the level in effect on the date of the Plan's termination.

Upon termination, the net assets of the Plan will be allocated to Plan participants and beneficiaries in accordance with the terms and provisions of the Plan and with applicable provisions set forth in ERISA. Upon distribution of Plan assets either by the purchase of an irrevocable commitment from an insurer to provide an annuity or by a lump-sum payment, the PBGC's guarantee with respect to participant benefits ends.

8. Related Party and Party-in-Interest Transactions

The Trustee of the Plan manages certain Plan investments. The Plan paid certain expenses related to the Plan's operations and investment activities to various service providers. These transactions qualify as party-in-interest transactions.

9. Risks and Uncertainties

The Plan invests in various investment securities. Investment securities are exposed to various risks, such as interest rate, market and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near term and that such changes could materially affect the amounts reported in the statements of net assets available for benefits.

Plan contributions are made, and the actuarial present value of accumulated plan benefits are reported based on certain assumptions pertaining to interest rates, inflation rates and employee demographics, all of which are subject to change. Due to uncertainties inherent in the estimations and assumptions process, it is at least reasonably possible that changes in these estimates and assumptions in the near-term would be material to the financial statements.

10. Subsequent Events

The Plan has evaluated subsequent events through October 13, 2026, the date the financial statements were available to be issued. The Plan is not aware of any other subsequent events that

would require recognition or disclosure to the financial statements, other than the events related to the Plan termination disclosed in Note 1.

11. Reconciliation of Financial Statements to Form 5500

The following is a reconciliation of net assets available for benefits per the financial statements to the Form 5500:

December 31,	**2025**	2024
Net assets available for benefits per the financial statements	**$ 123,538,574**	$ 126,412,922
Add: liquidation adjustments	**701,500**	-
Net Assets Available for Benefits Per the Form 5500	**$ 124,240,074**	$ 126,412,922

The following is a reconciliation of net change in net assets per the financial statements to the Form 5500:

December 31,	**2025**	2024
Net (decrease) increase in net assets available for benefits per the financial statements, including liquidation adjustments	**$ (2,874,348)**	$ 3,771,731
Add: liquidation adjustments	**701,500**	-
Net (Loss) Income Per the Form 5500	**$ (2,172,848)**	$ 3,771,731

ERISA-Required Supplemental Schedules

BorgWarner Inc. Retirement Plan

Schedule H, Line 4i - Schedule of Assets (Held at End of Year)

(In Liquidation)

EIN: 13-3404508 **Plan Number: 001**

December 31, 2025

(a)	(b) Identity of Issuer, Borrower, Lessor, or Similar Party	(c) Description of Investment, Including Maturity Date, Rate of Interest, Collateral, Par, or Maturity Value	(d) Cost	(e) Current Value
	BlackRock	U.S. Treasury 5-year Key Rate Duration Non-Lendable Fund	$ 2,674,611	$ 2,586,571
	BlackRock	U.S. Treasury 10-year Key Rate Duration Non-Lendable Fund	6,444,919	3,313,098
	BlackRock	U.S. Treasury 15-year Key Rate Duration Non-Lendable Fund	5,852,924	2,621,171
	BlackRock	U.S. Treasury 20-year Key Rate Duration Non-Lendable Fund	1,792,989	1,262,532
*	Northern Trust	Short-Term Investment Fund	27,718,414	27,718,414
*	Northern Trust	Collective Trust All Country World Index Fund Non-Lending	2,351,464	4,483,220
*	Northern Trust	Collective Trust 1-10 Year Intermediate Government Bond Index Fund Non-Lending	4,838,974	5,126,113
	State Street Global Advisors	Long U.S. Government Index Strategy	8,983,333	6,771,345
	Willis Towers Watson Group Trust	Real Asset Fund	14,732,210	15,234,282
	Willis Towers Watson Group Trust	Diversified Credit Fund	4,555,334	8,025,542
	Willis Towers Watson Group Trust	Long Credit Fund	10,356,723	10,001,949
	Income Research + Management	Intermediate Corporate Collective Fund	34,861,346	36,659,768
	BlackRock	U.S. Treasury 25-year Key Rate Duration Non-Lendable Fund	400,000	388,190
	Total		$ 125,563,241	$ 124,192,195

* Denotes a party-in-interest

BorgWarner Inc. Retirement Plan

Schedule H (Form 5500), Line 4j - Schedule of Reportable Transactions

(In Liquidation)

EIN: 13-3404508 **Plan Number: 001**

Year ended December 31, 2025

(a) Identity of Party Involved	(b) Description of Asset	(c) Purchase Price	(d) Selling Price	(e) Lease Rental	(f) Expense Incurred with Transaction	(g) Cost of Asset	(h) Current Value of Asset on Transaction Date	(i) Net Gain (Loss)
Category (i) - Single Transaction in Excess of the Current Value of 5% of Plan Assets								
Northern Trust	Collective Trust 1-10 Year Intermediate Government Bond Index Fund Non-Lending	$ 8,500,000	$ -	$ -	$ -	$ 8,500,000	$ 8,500,000	$ -
Income Research + Management	Intermediate Corporate Collective Fund	20,200,000	-	-	-	20,200,000	20,200,000	-
Income Research + Management	Intermediate Corporate Collective Fund	20,400,000	-	-	-	20,400,000	20,400,000	-
Willis Towers Watson Group Trust	Real Asset Fund	14,732,210	-	-	-	14,732,210	14,732,210	-
Northern Trust	Short-Term Investment Fund	8,676,140	-	-	-	8,676,140	8,676,140	-
Northern Trust	Short-Term Investment Fund	9,650,000	-	-	-	9,650,000	9,650,000	-
Northern Trust	Short-Term Investment Fund	6,700,000	-	-	-	6,700,000	6,700,000	-
Northern Trust	Short-Term Investment Fund	27,900,000	-	-	-	27,900,000	27,900,000	-
Willis Towers Watson Group Trust	Real Asset Fund	-	14,732,210	-	-	11,537,624	14,732,210	3,194,586
Northern Trust	Collective Trust 1-10 Year Intermediate Government Bond Index Fund Non-Lending	-	9,650,000	-	-	5,813,073	9,650,000	3,836,927
Northern Trust	Collective Trust 1-10 Year Intermediate Government Bond Index Fund Non-Lending	-	9,450,000	-	-	12,536,532	9,450,000	(3,086,532)
Northern Trust	Collective Trust 1-10 Year Intermediate Government Bond Index Fund Non-Lending	-	9,350,000	-	-	9,057,109	9,350,000	292,891
Northern Trust	Collective Trust 1-10 Year Intermediate Government Bond Index Fund Non-Lending	-	9,100,000	-	-	8,601,803	9,100,000	498,197
Willis Towers Watson Group Trust	Long Credit Fund	-	6,700,000	-	-	7,230,191	6,700,000	(530,191)
Northern Trust	Short-Term Investment Fund	-	8,500,000	-	-	8,500,000	8,500,000	-
Northern Trust	Short-Term Investment Fund	-	19,450,000	-	-	19,450,000	19,450,000	-
Northern Trust	Short-Term Investment Fund	-	20,385,429	-	-	20,385,429	20,385,429	-
Category (iii) - a Series of Transactions								
Northern Trust	Short-Term Investment Fund	$ 25,191,979	$ -	$ -	$ -	$ 25,191,979	$ 25,191,979	$ -
Northern Trust	Short-Term Investment Fund	-	20,874,262	-	-	20,874,262	20,874,262	-

There were no category (ii) or (iv) reportable transactions.

SCHEDULE SB ATTACHMENTS

Schedule SB, Line 26a
Schedule of Active Participant Data as of January 1, 2025

Attained Age	Attained Years of Credited Service[2] 0	1	2	3	4	5-9	10-14	15-19	20-24	25-29	30-34	35-39	40 & Over	Total
Under 25	0	0	0	0	0	0	0	0	0	0	0	0	0	0
25-29	0	0	0	0	0	0	0	0	0	0	0	0	0	0
30-34	0	0	0	0	0	0	0	0	0	0	0	0	0	0
35-39	0	0	0	0	0	0	0	0	0	0	0	0	0	0
40-44	0	0	1	0	0	0	1	0	0	0	0	0	0	2
45-49	0	0	0	0	0	2	10	0	0	0	0	0	0	12
50-54	0	1	1	2	1	3	14	13	3	0	0	0	0	38
55-59	2	2	1	1	0	7	39	24	31	7	0	0	0	114
60-64	4	1	1	6	0	11	29	37	18	26	1	0	1	135
65-69	5	4	1	0	0	3	3	5	1	4	6	0	0	32
70 & over	0	1	0	0	0	0	1	3	2	0	0	1	0	8
Total	11	9	5	9	1	26	97	82	55	37	7	1	1	341

Average:	Age	60	Number of Participants:	Fully vested	341	Males	257	
	Service	16		Partially vested	0	Females	84	

Census data as of January 1, 2025

[2] Age and service for purposes of determining category are based on exact (not rounded) values.

Plan Name: BORGWARNER INC. RETIREMENT PLAN
EIN / PN: 13-3404508/001
Plan Sponsor: BORGWARNER INC.
Valuation Date: January 1, 2025

SCHEDULE SB ATTACHMENTS

Schedule SB, Part V
Statement of Actuarial Assumptions/Methods

Economic Assumptions

Interest rate basis:

- Interest rate basis: Full Yield Curve
- Effective interest rate: 5.24%

Annual rates of increase

- Compensation: N/A
- Future Social Security wage bases: N/A
- Statutory limits on compensation: N/A
- Cost of living adjustments
  - Special age 65 benefit amounts: 2.25%
  - All other benefit amounts: None
- Cash Balance interest credit rate (assumed to be equal to the actual rate used for the current year): 5.37%

Demographic Assumptions

Inclusion date	Plan participation is frozen. All participants are included in the valuation.
New or rehired employees	It was assumed there will be no new or rehired employees

SCHEDULE SB ATTACHMENTS

Mortality

- Healthy

Separate rates for non-annuitants and annuitants based on Pri-2012 “Employees” and “Healthy Annuitants” (participants and beneficiaries combined) tables, respectively, without collar or amount adjustments and then projected forward with a generational projection as specified in the regulations under §1.430(h)(3)-1 using the IRS adjusted Scale MP-2021 (i.e., MP-2021 with no mortality improvement for 2020-2023 and future mortality improvement capped at 0.78% for years after 2024).

- Disabled

Employees eligible for Social Security disability benefits: mortality tables described in accordance with Revenue Ruling 96-7 for males and females respectively.

Employees not eligible for Social Security disability benefits: same mortality as non-disabled participants.

Termination (not due to disability or retirement) rates

The rates at which active participants not in the Remy and Sevcon plans are assumed to leave BorgWarner by age and gender are shown below:

Percentage assumed to leave during the year		
Attained Age	**Males**	**Females**
20	7.50	17.50
25	7.50	17.50
30	5.00	12.50
35	3.60	8.50
40	2.20	5.80
45	1.60	3.80
50	1.00	2.50
55 and over	0.00	0.00

SCHEDULE SB ATTACHMENTS

Termination (not due to disability or retirement) rates (continued)

Representative termination rates for Remy Hourly:

Age	Rate
25	0.035
30	0.035
35	0.025
40	0.020
45	0.010
50	0.005
55	0.004

Representative termination rates for Remy Salaried:

Age	Rate
20	0.063927
25	0.028957
30	0.030157
35	0.022105
40	0.013794
45	0.008108
50	0.005472
55 and over	0.000000

SCHEDULE SB ATTACHMENTS

Disability rates

For active participants not in the Remy and Sevcon plans, the following disability decrement rates were used for employees assumed to become disabled and eligible to receive Social Security disability benefits:

Attained Age	Males	Females
20	0.00000	0.00000
25	0.00036	0.00054
30	0.00036	0.00054
35	0.00039	0.00057
40	0.00044	0.00066
45	0.00060	0.00089
50	0.00107	0.00161
55	0.00204	0.00306
60	0.00414	0.00567

For active participants not in the Remy plans, the following disability decrement rates were used for employees assumed to become disabled and not eligible to receive Social Security disability benefits:

Attained Age	Males	Females
20	0.00000	0.00000
25	0.00084	0.00126
30	0.00084	0.00126
35	0.00091	0.00133
40	0.00102	0.00154
45	0.00140	0.00207
50	0.00249	0.00375
55	0.00476	0.00714
60	0.00966	0.01323

SCHEDULE SB ATTACHMENTS

Representative disability rates for Remy Hourly:

Age	Disability Rate
20	0.000525
25	0.000646
30	0.000972
35	0.001411
40	0.002288
45	0.003731
50	0.006682
55	0.016467
60	0.037271

Representative disability rates for Remy Salaried:

Age	Disability Rate
20	0.000480
25	0.000589
30	0.000888
35	0.001285
40	0.002084
45	0.003380
50	0.006458
55	0.014106
60	0.025078
65 and over	0.000000

Retirement

Rates at which active participants not in the Remy or Sevcon legacy plans are assumed to retire by age are shown below. Sevcon employees are assumed to retire at the normal retirement age. The average retirement age is 64.65. Terminated vested employees are assumed to commence benefits at age 65.

Attained Age	Unisex
60 - 61	10.00
62 - 63	20.00
64	30.00
65 - 66	50.00
67 - 69	20.00
70 and over	100.00

SCHEDULE SB ATTACHMENTS

Representative retirement rates for Remy Hourly:

Age	Retirement Rate
47	30.00
48	15.00
49 - 51	20.00
52 - 55	15.00
56 - 58	20.00
59 - 60	25.00
61	15.00
62	45.00
63	25.00
64	15.00
65 - 66	50.00
67 - 69	20.00
70 and over	100.00

Representative retirement rates for Remy Salaried:

	Rate retiring during the year	
Age	Hired before 1/1/1988	Hired on or after 1/1/1988
47	8.00	0.00
48	5.00	0.00
49 – 54	3.50	0.00
55	5.00	0.00
56 - 59	5.00	2.00
60	35.00	10.00
61	20.00	20.00
62	40.00	27.00
63	20.00	20.00
64	15.00	15.00
65 - 66	50.00	50.00
67 - 69	20.00	20.00
70 and over	100.00	100.00

Retirement (disregarding at-risk assumptions)

Sevcon: Employees are assumed to retire at the normal retirement age.

SCHEDULE SB ATTACHMENTS

Benefit commencement date:	
• Preretirement death benefit	All Plans except Sevcon: The later of the death of the active participant or the date the participant would have attained age 55. Sevcon: The later of the death of the active participant or the date the participant would have attained age 65.
• Deferred vested benefit	The later of age 65 or termination of employment, except termination of employment only for cash balance benefits.
• Disability benefit	Upon disablement.
• Retirement benefit	Upon termination of employment.
Form of payment	Married participants are assumed to elect a 50% Joint and Survivor Annuity (65% Joint and Survivor annuity for Remy Hourly and 75% Join and Survivor for Sevcon). The single participants are assumed to elect a Life Only Annuity. Cash balance participants are assumed to elect a lump sum.
Percent married	BorgWarner and Muncie: 60% of male active participants and 35% of female active participants are assumed to be married. Remy Hourly: 75.5% of male participants and 49.5% of female participants are assumed to be married. Remy Salaried: 76.0% of male and female participants are assumed to be married. Sevcon: 75% of males and 75% of females are assumed to be married.
Spouse age	Male spouses are assumed to be four years older than female spouses (3 years for Remy Hourly and Salaried) Spouses are assumed to be the same age as participants for Sevcon.
Covered pay	N/A

SCHEDULE SB ATTACHMENTS

Administrative expenses	The administrative expense is assumed to be equal to the 2024 amount minus the 2024 PBGC premiums plus the 2025 PBGC premiums. The resulting administrative expense assumption for 2025 is $960,740.
Timing of benefit payments	Annuity payments are payable monthly at the beginning of the month and lump sum payments are payable on date of decrement.

Methods

Valuation date	First day of plan year.
Funding target	Present value of accrued benefits as required by regulations under IRC §430.
Target normal cost	Present value of benefits expected to accrue during the plan year plus plan-related expenses expected to be paid from plan assets during the plan year as required by regulations under IRC §430.
Decrement timing	The approach used is called rounded middle of year (rounded MOY) decrement timing. Most events are assumed to occur at the middle of year during which the eligibility condition will be met or the start/end date will occur. For death and disability decrements, the rate applied is based on the participant's rounded age (nearest integer age) at the beginning of the year, to align with the methodology generally used to create those rate tables. For retirement and withdrawal decrements: the age is generally the participant's rounded age at the middle of the year.

SCHEDULE SB ATTACHMENTS

Actuarial value of assets	Average of the fair market value of assets on the valuation date and 12 and 24 months preceding the valuation date, adjusted for contributions, benefits, administrative expenses and expected earnings (with such expected earnings limited as described in IRS Notice 2009-22). The average asset value must be within 10% of market value, including discounted contributions receivable (discounted using the effective interest rate for the prior plan year.). The method of computing the actuarial value of assets complies with rules governing the calculation of such values under the Pension Protection Act of 2006 (PPA). These rules produce smoothed values that reflect the underlying market value of plan assets but fluctuate less than the market value. As a result, the actuarial value of assets will be lower than the market value in some years and greater in other years. However, over the long term under PPA's smoothing rules, the method has a significant bias to produce an actuarial value of assets that is below the market value of assets.
Benefits not valued	We believe that we have reflected all significant Plan provisions in this valuation.

Sources of Data and Other Information

The plan sponsor furnished participant data through the eePoint pension system as of the census date, January 1, 2025. Information on assets, contributions, and plan provisions was supplied by the plan sponsor. Data and other information were reviewed for reasonableness and consistency, but no audit was performed. Based on discussions with the plan sponsor, assumptions or estimates were made when data were not available. The following assumptions were made for missing or apparently inconsistent data elements:

- For beneficiaries, Hourly/Salaried participant information is used. If Hourly/Salaried position for the participant in unknown, it is assumed to be Hourly.

We are not aware of any errors or omissions in the data that would have a significant effect on the results of our calculations.

Plan Name	**BORGWARNER INC. RETIREMENT PLAN**
Plan Sponsor EIN	**13-3404508**
ERISA Plan #	**001**
Plan Year Ending	**12/31/2025**

The required attachment marked with an "X" in the Attachment column is included within the Accountant's Opinion attachment to Sch. H, Part III, Line 3, which consists of the entire audit report issued by the plan's Independent Qualified Public Accountant (IQPA).

Form/Schedule	Line #	Description	Attachment
5500 Sch. H	Line 3	Financial statements used in formulating the IQPA's opinion	X
5500 Sch. H	Line 4i	Schedule of Assets (Held at End of Year)	X
5500 Sch. H	Line 4i	Schedule of Assets (Acquired and Disposed of Within Year)	
5500 Sch. H	Line 4j	Schedule of Reportable Transactions	X
5500 Sch. H	Line 4a	Schedule of Delinquent Participant Contributions	

SCHEDULE SB (Form 5500)

Department of the Treasury
Internal Revenue Service

Department of Labor
Employee Benefits Security Administration

Pension Benefit Guaranty Corporation

Single-Employer Defined Benefit Plan Actuarial Information

This schedule is required to be filed under section 104 of the Employee Retirement Income Security Act of 1974 (ERISA) and section 6059 of the Internal Revenue Code (the Code).

▶ **File as an attachment to Form 5500 or 5500-SF.**

OMB No. 1210-0110

2025

This Form is Open to Public Inspection

For calendar plan year 2025 or fiscal plan year beginning 01/01/2025 and ending 12/31/2025

▶ **Round off amounts to nearest dollar.**

▶ **Caution:** A penalty of $1,000 will be assessed for late filing of this report unless reasonable cause is established.

A Name of plan
BORGWARNER INC. RETIREMENT PLAN

B Three-digit plan number (PN) ▶ 001

C Plan sponsor's name as shown on line 2a of Form 5500 or 5500-SF
BORGWARNER INC.

D Employer Identification Number (EIN)
13-3404508

E Type of plan: [X] Single [ ] Multiple-A [ ] Multiple-B

F Prior year plan size: [ ] 100 or fewer [ ] 101-500 [X] More than 500

Part I Basic Information

1 Enter the valuation date: Month 01 Day 01 Year 2025

2 Assets:

a Market value	**2a**	126,515,963
b Actuarial value	**2b**	128,127,699

3 Funding target/participant count breakdown

	(1) Number of participants	(2) Vested Funding Target	(3) Total Funding Target
a For retired participants and beneficiaries receiving payment	1,172	92,422,635	92,422,635
b For terminated vested participants	472	17,244,121	17,244,121
c For active participants	341	14,290,012	14,373,809
d Total	1,985	123,956,768	124,040,565

4 If the plan is in at-risk status, check the box and complete lines (a) and (b) [ ]

a Funding target disregarding prescribed at-risk assumptions	**4a**	
b Funding target reflecting at-risk assumptions, but disregarding transition rule for plans that have been in at-risk status for fewer than five consecutive years and disregarding loading factor	**4b**	

5 Effective interest rate	**5**	5.24%
6 Target normal cost		
a Present value of current plan year accruals	**6a**	0
b Expected plan-related expenses	**6b**	960,740
c Target normal cost	**6c**	960,740

Statement by Enrolled Actuary

To the best of my knowledge, the information supplied in this schedule and accompanying schedules, statements and attachments, if any, is complete and accurate. Each prescribed assumption was applied in accordance with applicable law and regulations. In my opinion, each other assumption is reasonable (taking into account the experience of the plan and reasonable expectations) and such other assumptions, in combination, offer my best estimate of anticipated experience under the plan.

SIGN HERE

Stacy L Haizman SLH
Signature of actuary

8/11/2026
Date

Stacy L Haizman
Type or print name of actuary

2607384
Most recent enrollment number

Willis Towers Watson US LLC
Firm name

616-957-2020
Telephone number (including area code)

PO Box 674401

Houston TX 77267
Address of the firm

If the actuary has not fully reflected any regulation or ruling promulgated under the statute in completing this schedule, check the box and see instructions [ ]

Part II Beginning of Year Carryover and Prefunding Balances

		(a) Carryover balance	(b) Prefunding balance
7	Balance at beginning of prior year after applicable adjustments (line 13 from prior year)	18,089,171	0
8	Portion elected for use to offset prior year's funding requirement (line 35 from prior year)	1,158,960	0
9	Amount remaining (line 7 minus line 8)	16,930,211	0
10	Interest on line 9 using prior year's actual return of 1.21%	204,856	0
11	Prior year's excess contributions to be added to prefunding balance:		
	a Present value of excess contributions (line 38a from prior year)		14,272,740
	b(1) Interest on the excess, if any, of line 38a over line 38b from prior year Schedule SB, using prior year's effective interest rate of 5.11%		698,511
	b(2) Interest on line 38b from prior year Schedule SB, using prior year's actual return		7,299
	c Total available at beginning of current plan year to add to prefunding balance		14,978,550
	d Portion of (c) to be added to prefunding balance		0
12	Other reductions in balances due to elections or deemed elections	0	0
13	Balance at beginning of current year (line 9 + line 10 + line 11d – line 12)	17,135,067	0

Part III Funding Percentages

14	Funding target attainment percentage	14	89.48%
15	Adjusted funding target attainment percentage	15	103.29%
16	Prior year's funding percentage for purposes of determining whether carryover/prefunding balances may be used to reduce current year's funding requirement	16	102.18%
17	If the current value of the assets of the plan is less than 70 percent of the funding target, enter such percentage	17	%

Part IV Contributions and Liquidity Shortfalls

18 Contributions made to the plan for the plan year by employer(s) and employees:

(a) Date (MM-DD-YYYY)	(b) Amount paid by employer(s)	(c) Amount paid by employees	(a) Date (MM-DD-YYYY)	(b) Amount paid by employer(s)	(c) Amount paid by employees
			Totals ► 18(b)	0	18(c) 0

19 Discounted employer contributions – see instructions for small plan with a valuation date after the beginning of the year:

a Contributions allocated toward unpaid minimum required contributions from prior years.	19a	0
b Contributions made to avoid restrictions adjusted to valuation date.	19b	0
c Contributions allocated toward minimum required contribution for current year adjusted to valuation date.	19c	0

20 Quarterly contributions and liquidity shortfalls:

a Did the plan have a "funding shortfall" for the prior year? [X] Yes [ ] No

b If line 20a is "Yes," were required quarterly installments for the current year made in a timely manner? [X] Yes [ ] No

c If line 20a is "Yes," see instructions and complete the following table as applicable:

Liquidity shortfall as of end of quarter of this plan year

(1) 1st	(2) 2nd	(3) 3rd	(4) 4th
0	0	0	0

Part V Assumptions Used to Determine Funding Target and Target Normal Cost

21 Discount rate:

a Segment rates:

1st segment: %	2nd segment: %	3rd segment: %	[X] N/A, full yield curve used

b Applicable month (enter code) **21b**

22 Weighted average retirement age	**22**	65

23 Mortality table(s) (see instructions) [ ] Prescribed - combined [X] Prescribed - separate [ ] Substitute

Part VI Miscellaneous Items

24 Has a change been made in the non-prescribed actuarial assumptions for the current plan year? If "Yes," see instructions regarding required attachment. [ ] Yes [X] No

25 Has a method change been made for the current plan year? If "Yes," see instructions regarding required attachment. [ ] Yes [X] No

26 Demographic and benefit information

a Is the plan required to provide a Schedule of Active Participants? If "Yes," see instructions regarding required attachment. [X] Yes [ ] No

b Is the plan required to provide a projection of expected benefit payments? If "Yes," see instructions regarding required attachment [X] Yes [ ] No

27 If the plan is subject to alternative funding rules, enter applicable code and see instructions regarding attachment	**27**	

Part VII Reconciliation of Unpaid Minimum Required Contributions For Prior Years

28 Unpaid minimum required contributions for all prior years	**28**	0
29 Discounted employer contributions allocated toward unpaid minimum required contributions from prior years (line 19a)	**29**	0
30 Remaining amount of unpaid minimum required contributions (line 28 minus line 29)	**30**	0

Part VIII Minimum Required Contribution For Current Year

31 Target normal cost and excess assets (see instructions):

a Target normal cost (line 6c)	**31a**	960,740
b Excess assets, if applicable, but not greater than line 31a	**31b**	0

32 Amortization installments:	Outstanding Balance	Installment
a Net shortfall amortization installment	0	0
b Waiver amortization installment	0	0

33 If a waiver has been approved for this plan year, enter the date of the ruling letter granting the approval (Month _____ Day _____ Year _____) and the waived amount	**33**	
34 Total funding requirement before reflecting carryover/prefunding balances (lines 31a - 31b + 32a + 32b - 33)	**34**	960,740

	Carryover balance	Prefunding balance	Total balance
35 Balances elected for use to offset funding requirement	960,740	0	960,740

36 Additional cash requirement (line 34 minus line 35)	**36**	0
37 Contributions allocated toward minimum required contribution for current year adjusted to valuation date (line 19c)	**37**	0
38 Present value of excess contributions for current year (see instructions)		
a Total (excess, if any, of line 37 over line 36)	**38a**	0
b Portion included in line 38a attributable to use of prefunding and funding standard carryover balances	**38b**	0
39 Unpaid minimum required contribution for current year (excess, if any, of line 36 over line 37)	**39**	0
40 Unpaid minimum required contributions for all years	**40**	0

Part IX Pension Funding Relief Under the American Rescue Plan Act of 2021 (See Instructions)

41 If an election was made to use the extended amortization rule for a plan year beginning on or before December 31, 2021, check the box to indicate the first plan year for which the rule applies. [ ] 2019 [ ] 2020 [X] 2021

SCHEDULE SB ATTACHMENTS

Schedule SB, Line 22
Description of Weighted Average Retirement Age
as of January 1, 2025

See Schedule SB, Part V - Statement of Actuarial Assumptions/Methods for retirement rates. The average retirement age for Line 22 was calculated by determining the average age at retirement for those current active participants expected to reach retirement, based on all current decrements assumed.

Plan Name:	BORGWARNER INC. RETIREMENT PLAN
EIN / PN:	13-3404508/001
Plan Sponsor:	BORGWARNER INC.
Valuation Date:	January 1, 2025

SCHEDULE SB ATTACHMENTS

Schedule SB, Part V
Statement of Actuarial Assumptions/Methods

Economic Assumptions

Interest rate basis:

- Interest rate basis: Full Yield Curve
- Effective interest rate: 5.24%

Annual rates of increase

- Compensation: N/A
- Future Social Security wage bases: N/A
- Statutory limits on compensation: N/A
- Cost of living adjustments
  - Special age 65 benefit amounts: 2.25%
  - All other benefit amounts: None
- Cash Balance interest credit rate (assumed to be equal to the actual rate used for the current year): 5.37%

Demographic Assumptions

Inclusion date	Plan participation is frozen. All participants are included in the valuation.
New or rehired employees	It was assumed there will be no new or rehired employees

SCHEDULE SB ATTACHMENTS

Mortality

- Healthy

Separate rates for non-annuitants and annuitants based on Pri-2012 “Employees” and “Healthy Annuitants” (participants and beneficiaries combined) tables, respectively, without collar or amount adjustments and then projected forward with a generational projection as specified in the regulations under §1.430(h)(3)-1 using the IRS adjusted Scale MP-2021 (i.e., MP-2021 with no mortality improvement for 2020-2023 and future mortality improvement capped at 0.78% for years after 2024).

- Disabled

Employees eligible for Social Security disability benefits: mortality tables described in accordance with Revenue Ruling 96-7 for males and females respectively.

Employees not eligible for Social Security disability benefits: same mortality as non-disabled participants.

Termination (not due to disability or retirement) rates

The rates at which active participants not in the Remy and Sevcon plans are assumed to leave BorgWarner by age and gender are shown below:

Percentage assumed to leave during the year		
Attained Age	**Males**	**Females**
20	7.50	17.50
25	7.50	17.50
30	5.00	12.50
35	3.60	8.50
40	2.20	5.80
45	1.60	3.80
50	1.00	2.50
55 and over	0.00	0.00

SCHEDULE SB ATTACHMENTS

Termination (not due to disability or retirement) rates (continued)

Representative termination rates for Remy Hourly:

Age	Rate
25	0.035
30	0.035
35	0.025
40	0.020
45	0.010
50	0.005
55	0.004

Representative termination rates for Remy Salaried:

Age	Rate
20	0.063927
25	0.028957
30	0.030157
35	0.022105
40	0.013794
45	0.008108
50	0.005472
55 and over	0.000000

SCHEDULE SB ATTACHMENTS

Disability rates

For active participants not in the Remy and Sevcon plans, the following disability decrement rates were used for employees assumed to become disabled and eligible to receive Social Security disability benefits:

Attained Age	Males	Females
20	0.00000	0.00000
25	0.00036	0.00054
30	0.00036	0.00054
35	0.00039	0.00057
40	0.00044	0.00066
45	0.00060	0.00089
50	0.00107	0.00161
55	0.00204	0.00306
60	0.00414	0.00567

For active participants not in the Remy plans, the following disability decrement rates were used for employees assumed to become disabled and not eligible to receive Social Security disability benefits:

Attained Age	Males	Females
20	0.00000	0.00000
25	0.00084	0.00126
30	0.00084	0.00126
35	0.00091	0.00133
40	0.00102	0.00154
45	0.00140	0.00207
50	0.00249	0.00375
55	0.00476	0.00714
60	0.00966	0.01323

SCHEDULE SB ATTACHMENTS

Representative disability rates for Remy Hourly:

Age	Disability Rate
20	0.000525
25	0.000646
30	0.000972
35	0.001411
40	0.002288
45	0.003731
50	0.006682
55	0.016467
60	0.037271

Representative disability rates for Remy Salaried:

Age	Disability Rate
20	0.000480
25	0.000589
30	0.000888
35	0.001285
40	0.002084
45	0.003380
50	0.006458
55	0.014106
60	0.025078
65 and over	0.000000

Retirement

Rates at which active participants not in the Remy or Sevcon legacy plans are assumed to retire by age are shown below. Sevcon employees are assumed to retire at the normal retirement age. The average retirement age is 64.65. Terminated vested employees are assumed to commence benefits at age 65.

Attained Age	Unisex
60 - 61	10.00
62 - 63	20.00
64	30.00
65 - 66	50.00
67 - 69	20.00
70 and over	100.00

SCHEDULE SB ATTACHMENTS

Representative retirement rates for Remy Hourly:

Age	Retirement Rate
47	30.00
48	15.00
49 - 51	20.00
52 - 55	15.00
56 - 58	20.00
59 - 60	25.00
61	15.00
62	45.00
63	25.00
64	15.00
65 - 66	50.00
67 - 69	20.00
70 and over	100.00

Representative retirement rates for Remy Salaried:

	Rate retiring during the year	
Age	Hired before 1/1/1988	Hired on or after 1/1/1988
47	8.00	0.00
48	5.00	0.00
49 – 54	3.50	0.00
55	5.00	0.00
56 - 59	5.00	2.00
60	35.00	10.00
61	20.00	20.00
62	40.00	27.00
63	20.00	20.00
64	15.00	15.00
65 - 66	50.00	50.00
67 - 69	20.00	20.00
70 and over	100.00	100.00

Retirement (disregarding at-risk assumptions)

Sevcon: Employees are assumed to retire at the normal retirement age.

SCHEDULE SB ATTACHMENTS

Benefit commencement date:	
• Preretirement death benefit	All Plans except Sevcon: The later of the death of the active participant or the date the participant would have attained age 55. Sevcon: The later of the death of the active participant or the date the participant would have attained age 65.
• Deferred vested benefit	The later of age 65 or termination of employment, except termination of employment only for cash balance benefits.
• Disability benefit	Upon disablement.
• Retirement benefit	Upon termination of employment.
Form of payment	Married participants are assumed to elect a 50% Joint and Survivor Annuity (65% Joint and Survivor annuity for Remy Hourly and 75% Join and Survivor for Sevcon). The single participants are assumed to elect a Life Only Annuity. Cash balance participants are assumed to elect a lump sum.
Percent married	BorgWarner and Muncie: 60% of male active participants and 35% of female active participants are assumed to be married. Remy Hourly: 75.5% of male participants and 49.5% of female participants are assumed to be married. Remy Salaried: 76.0% of male and female participants are assumed to be married. Sevcon: 75% of males and 75% of females are assumed to be married.
Spouse age	Male spouses are assumed to be four years older than female spouses (3 years for Remy Hourly and Salaried) Spouses are assumed to be the same age as participants for Sevcon.
Covered pay	N/A

SCHEDULE SB ATTACHMENTS

Administrative expenses	The administrative expense is assumed to be equal to the 2024 amount minus the 2024 PBGC premiums plus the 2025 PBGC premiums. The resulting administrative expense assumption for 2025 is $960,740.
Timing of benefit payments	Annuity payments are payable monthly at the beginning of the month and lump sum payments are payable on date of decrement.

Methods

Valuation date	First day of plan year.
Funding target	Present value of accrued benefits as required by regulations under IRC §430.
Target normal cost	Present value of benefits expected to accrue during the plan year plus plan-related expenses expected to be paid from plan assets during the plan year as required by regulations under IRC §430.
Decrement timing	The approach used is called rounded middle of year (rounded MOY) decrement timing. Most events are assumed to occur at the middle of year during which the eligibility condition will be met or the start/end date will occur. For death and disability decrements, the rate applied is based on the participant's rounded age (nearest integer age) at the beginning of the year, to align with the methodology generally used to create those rate tables. For retirement and withdrawal decrements: the age is generally the participant's rounded age at the middle of the year.

SCHEDULE SB ATTACHMENTS

Actuarial value of assets	Average of the fair market value of assets on the valuation date and 12 and 24 months preceding the valuation date, adjusted for contributions, benefits, administrative expenses and expected earnings (with such expected earnings limited as described in IRS Notice 2009-22). The average asset value must be within 10% of market value, including discounted contributions receivable (discounted using the effective interest rate for the prior plan year.). The method of computing the actuarial value of assets complies with rules governing the calculation of such values under the Pension Protection Act of 2006 (PPA). These rules produce smoothed values that reflect the underlying market value of plan assets but fluctuate less than the market value. As a result, the actuarial value of assets will be lower than the market value in some years and greater in other years. However, over the long term under PPA's smoothing rules, the method has a significant bias to produce an actuarial value of assets that is below the market value of assets.
Benefits not valued	We believe that we have reflected all significant Plan provisions in this valuation.

Sources of Data and Other Information

The plan sponsor furnished participant data through the eePoint pension system as of the census date, January 1, 2025. Information on assets, contributions, and plan provisions was supplied by the plan sponsor. Data and other information were reviewed for reasonableness and consistency, but no audit was performed. Based on discussions with the plan sponsor, assumptions or estimates were made when data were not available. The following assumptions were made for missing or apparently inconsistent data elements:

- For beneficiaries, Hourly/Salaried participant information is used. If Hourly/Salaried position for the participant in unknown, it is assumed to be Hourly.

We are not aware of any errors or omissions in the data that would have a significant effect on the results of our calculations.

SCHEDULE SB ATTACHMENTS

Schedule SB, Part V
Summary of Plan Provisions

FORMER EMPLOYEES OF THE MUNCIE PENSION PLAN

Plan Provisions	
Plan sponsor	BorgWarner Diversified Transmission Products, Inc. Muncie Plant
Plan	Retirement Income Program of BorgWarner Diversified Transmission Products, Inc. Muncie Plant
Effective date and most recent amendment	Effective October 1, 1950. The plan was merged into the BorgWarner Inc. Retirement Plan as of December 31, 2014.
Plan year	The 12 month period beginning each January 1.

SCHEDULE SB ATTACHMENTS

Coverage and participation

Members of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW, and its Local 287 employed on September 7, 1989 who had attained age 21 and earned 1,000 hours during a 12 month consecutive period beginning on the date of hire, or in any succeeding 12 month period.

An employee is not eligible to participate if the employee:

- was not employed in a bargaining unit on September 7, 1989, or
- was hired after on or after September 7, 1989.

After September 7, 1989, employees permanently cease accruing a benefit and credited service if they:

- quit, discharge, or have seniority broken.
- elect to participate in the BorgWarner Diversified Transmission Products Inc. Muncie Plant Retirement Savings Plan (Muncie RSP).
- upon recall, have a 1988 or 1989 seniority date (if laid off prior to March 12, 1998) and are under age 50 with 20 or fewer years of service as of December 31, 1997.

After April 24, 2009, all employees cease accruing benefits and credited service due to the plant shutdown.

Definitions

Vesting service

Prior to January 1, 1976, one year of vesting service is received for each year of credited service. On or after January 1, 1976 one year of vesting service is earned for each calendar year in which the employee earns at least 1,000 hours with the employer or an affiliate. No vesting service is earned if less than 1,000 hours are earned in a calendar year.

Credited service

As of October 1, 1950, credited service was set equal to the greater of the years of seniority or actual years of employment.

On or after October 1, 1950, one year of credited service is earned for each calendar year in which the employee earns at least 1,600 hours. A fractional year's credited service, rounded to the nearest 1/12, is earned if less than 1,600 hours is earned in a calendar year.

After April 24, 2009, all employees cease accruing benefits and credited service due to the plant shutdown.

SCHEDULE SB ATTACHMENTS

Normal retirement date (NRD)	Age 65 and 5 years of participation
Normal form of benefit	Normal form of income is a monthly payment for the life of the participant. If married, the 75% Qualified Joint and Survivor Annuity option will be deemed to have been automatically elected, unless the retiree elects otherwise.

Eligibility for Benefits

Normal retirement	Age 65 and 5 years of participation
Early retirement	• Eligibility is met upon meeting one of the following conditions: • Age 60 and 10 years of credited service, • Age 55 and age plus years of credited service totals at least 85 points, or • Any age and 30 years of credited service. For determining eligibility for an early retirement benefit, credited service includes service earned under the Muncie RSP. Only employees who reached eligibility by April 24, 2009 are eligible for these benefits.
Early retirement supplemental allowance	Participants who retire under the early, special early, or disability retirement provisions of the plan, with 30 or more years of credited service. The early retirement supplemental allowance is payable to age 62-1/12 (or later age according to the Post 1937 Social Security Schedule). If the participant elects to receive a Social Security benefit prior to the age set forth in the Post 1937 Social Security Schedule, the supplemental allowance will cease. If a participant's benefit is frozen and credited service under this plan plus service under the Muncie RSP totals at least 30 years, the participant will be eligible for the Early Retirement Supplemental Benefit. The offsets shall also include a benefit that is the actuarial equivalent of BorgWarner Retirement Account under the Muncie RSP.
Special early retirement (company consent required)	Unable to work efficiently by reason of a permanent disability, at least age 55 and less than age 65, with at least 10 years of credited service,

	and retirement under mutually satisfactory conditions acceptable to the participant, company, and union.
Interim supplemental allowance	Participants who retire before age 62 under the early retirement provision of the plan, with less than 30 or more years of credited service, on or after March 12, 2001. The interim supplemental allowance is payable to age 62-1/12 (or later age according to the Post 1937 Social Security Schedule). If the participant elects to receive a Social Security benefit prior to the age set forth in the Post 1937 Social Security Schedule, the interim supplemental allowance will cease. If a participant's benefit is frozen and Muncie RSP service is required for eligibility to receive an early retirement benefit, then the interim supplemental allowance is not payable.
Postponed retirement	Retirement after NRD
Vested termination	5 years of vesting service or 10 years of credited service
Disability:	
• Monthly	Total and permanent disability as determined by the Board of Administrators and 10 years of credited service
• Temporary	If the participant is not eligible for an unreduced Social Security benefit, a temporary benefit equal to years of credited service multiplied by the applicable benefit rate in effect on day the employee became totally and permanently disabled will be paid until age 62-1/12 (or later age according to the Post 1937 Social Security Schedule), or the age the participant becomes eligible for an unreduced Social Security disability benefit, if earlier. If the participant elects to receive a Social Security benefit prior to the age set forth in the Post 1937 Social Security Schedule, the temporary benefit will cease. If a participant's benefit is frozen and Muncie RSP service is required for eligibility to receive a disability benefit, then the temporary monthly benefit is not payable.

Special age 65 benefit	Any retiree who retired under the normal, late, early, special early, or disability (but not deferred vested) retirement provisions of the plan. Surviving spouses of employees who elected a joint and survivor annuity (including surviving spouse of employees who die while in active service), other than spouses of terminated participants eligible for or receiving a deferred vested benefit, are also eligible to receive a Special Age 65 Benefit. Participants who elected to participate in the Muncie RSP are not eligible for the Special Age 65 Benefit.
Pre-retirement death benefit	Eligible for an early retirement benefit or a deferred vested retirement benefit and married for at least one year.

Benefits Paid Upon the Following Events

Normal retirement

Accrued benefit payable at normal retirement date.

The normal retirement benefit is offset for any “Other Benefits” payable from a Company sponsored defined benefit plan for concurrent service.

The accrued monthly benefit based on a participant’s years of credited service and benefit rate in effect on date of retirement as given in the table below:

Date of Retirement	Benefit Rate ($)
04/01/2000 - 03/31/2001	28.50
04/01/2001 - 03/31/2002	29.50
04/01/2002 - 03/31/2003	30.50
04/01/2003 or after	31.50

SCHEDULE SB ATTACHMENTS

Early retirement

Accrued benefit deferred to age 65 or a reduced early retirement benefit. The early retirement percentage factors, which are prorated for intermediate ages, are shown below.

Age at Commencement	Early Retirement Factor (%)	Age at Commencement	Early Retirement Factor (%)
47	30.4	55	57.9
48	32.8	56	63.5
49	35.4	57	69.4
50	38.3	58	75.2
51	41.5	59	80.8
52	45.0	60	86.7
53	48.9	61	93.3
54	53.2	62 or older	100.0

For participants who retire with either

- 30 or more years of credited service or
- 85 or more points (based on credited service),

the early retirement reduction will be removed upon attaining age 62-1/12 (or later age according to the Post 1937 Social Security Schedule). The early retirement reduction is not eliminated if RSP Service was required for commencement of an early retirement benefit, except for retirements with 30 or more years of service.

The early retirement benefit is offset for any “Other Benefits” payable from a company sponsored defined benefit plan for concurrent service.

SCHEDULE SB ATTACHMENTS

Early retirement supplemental allowance

The supplemental monthly allowance for employees that retire on or after March 12, 1998 is the difference between the amount shown in the following table and the sum of:

- the early retirement benefit, prior to reduction for a joint and survivor normal or optional form of payment, and
- any temporary benefit, payable under the disability and special early retirement provisions of the plan.

Date of Retirement	Total Monthly Amount ($)
03/12/1998 - 03/31/2001	1,800
04/01/2001 - 03/31/2002	1,900
04/01/2002 - 03/31/2003	2,000
04/01/2003 or after	2,100

The early retirement supplemental allowance is payable to age 62-1/12 (or later age according to the Post 1937 Social Security Schedule). If the participant elects to receive a Social Security benefit prior to the age set forth in the Post 1937 Social Security Schedule, the supplemental allowance will cease.

The early retirement supplemental allowance is limited, if necessary, so the retirement benefit plus supplemental allowance does not exceed 70% of participant's final monthly base pay.

The Post 1937 Social Security Schedule with the age at which an applicable benefit terminates is shown below.

Birth Year	Age Benefit Stops
1937 or earlier	62-1/12
1938	62-2/12
1939	62-4/12
1940	62-6/12
1941	62-8/12
1942	62-10/12
1943 - 1954	63-0/12
1955	63-2/12
1956	63-4/12
1957	63-6/12
1958	63-8/12
1959	63-10/12
1960 or after	64-0/12

SCHEDULE SB ATTACHMENTS

Special early retirement (company consent required):

- Monthly benefit — Accrued benefit payable immediately.

- Temporary monthly benefit — A temporary benefit equal to a participant's years of credited service multiplied by the applicable benefit rate from the following table will be paid until age 62-1/12 (or later age according to the Post 1937 Social Security Schedule) or the age the employee becomes eligible for an unreduced Social Security disability benefit, if earlier.

Date of Retirement	Benefit Rate ($)
04/01/2000 - 03/31/2001	23.50
04/01/2001 - 03/31/2004	25.00
04/01/2004 - 03/31/2005	26.00
04/01/2005 or after	26.50

If the participant elects to receive a Social Security benefit prior to the age set forth in the Post 1937 Social Security Schedule, the temporary benefit will cease.

If a participant's benefit is frozen and Muncie RSP service is required for eligibility to receive a Special Early Retirement Benefit, then the temporary monthly benefit is not payable.

The special early retirement benefit is offset for any "Other Benefits" payable from a Company sponsored defined benefit plan for concurrent service.

Interim supplemental allowance

The monthly allowance payable to applicable participants retiring on or after March 11, 2001 is based on the participant's age at retirement and is equal to the credited service at retirement multiplied by the applicable supplemental rate (which is prorated for intermediate ages) from the following table.

Age at Retirement	Supplemental Rate ($)
54 or younger	0.00
55	7.05
56	8.70
57	10.20
58	11.85
59	13.35
60	15.00
61	15.00

SCHEDULE SB ATTACHMENTS

Postponed retirement

Accrued benefit calculated using credited service and benefit rate in effect as of the late retirement date.

The late retirement benefit is offset for any "Other Benefits" payable from a company sponsored defined benefit plan for concurrent service.

Vested termination

Accrued benefit, based on monthly benefit rate in effect at date of termination, deferred to age 65. A reduced benefit is payable at age 60 or at age 55, if age plus years of credited service totals 85 or more points. The benefit reduction for early commencement is 5/9 of 1% for each month that the benefit begins before age 65.

The deferred vested benefit is offset for any "Other Benefits" payable from a company sponsored defined benefit plan for concurrent service.

Disablement:

- Monthly

Accrued benefit is payable after the participant has been totally and permanently disabled for 26 weeks. Benefits are paid monthly while totally and permanently disabled until reaching age 65. At age 65 the normal retirement benefit, based on credited service at the time of disability, becomes payable.

- Temporary

In addition, if the participant is not eligible for an unreduced Social Security benefit, a temporary benefit equal to years of credited service multiplied by the applicable benefit rate in effect on day the employee became totally and permanently disabled will be paid until age 62-1/12 (or later age according to the Post 1937 Social Security Schedule), or the age the participant becomes eligible for an unreduced Social Security disability benefit, if earlier.

Date of Retirement	Benefit Rate ($)	Maximum Benefit ($)
04/01/2000 - 03/31/2001	23.50	705.00
04/01/2001 - 03/31/2004	25.00	725.00
04/01/2004 - 03/31/2005	26.00	740.00
04/01/2005 or after	26.50	750.00

The disability retirement benefit is offset for any "Other Benefits" payable from a company sponsored defined benefit plan for concurrent service.

SCHEDULE SB ATTACHMENTS

Special age 65 benefit

Upon attaining age 65 (or age the participant becomes enrolled in the Medicare Part B insurance program), an eligible retiree or surviving spouse that is enrolled in the Medicare Part B insurance program will receive a monthly benefit equal to the Medicare Part B Premium. For participants who retire on or after May 1, 2006, the Medicare Part B Premium is capped at $88.50 per month.

Pre-retirement death

The surviving spouse will receive a survivor benefit calculated as if the employee had:

- retired or terminated employment immediately prior to his or her date of death,
- survived until the earliest benefit commencement date, and retired,
- elected the qualified joint and survivor annuity, and
- died immediately thereafter.

The benefit will begin on the earliest date the participant would have been eligible to retire and commence benefit payments.

Other Plan Provisions

Forms of payment:

- Normal form

Normal form of income is a monthly payment for the life of the participant. If married, the 75% qualified joint and survivor annuity option will be deemed to have been automatically elected, unless the retiree elects otherwise.

- Optional forms

Joint and survivor annuity with a 50%, 60%, 75%, or 100% survivor benefit payable to spouse at death of retiree. A lump sum or 15-year certain option is available for terminated vested participants who were part of the Shutdown Agreement.

SCHEDULE SB ATTACHMENTS

Qualified joint and survivor annuity

An automatic benefit option for participants that are married for at least a year, which provides a reduced monthly benefit for the participant's lifetime and upon the participant's death, the spouse receives a portion of the reduced benefit for the spouse's lifetime. The reduction for election of this option is determined applying the actuarial equivalent factor to the retirement benefit that would have been payable on or after age 65. The amount payable to the retiree is the accrued benefit, reduced for election of the qualified joint and survivor annuity option and early commencement. The amount payable to a surviving spouse is 75% of the accrued benefit, reduced for early retirement if the early retirement reduction is not eliminated at age 62-1/12 (or later age according to the Post 1937 Social Security Schedule), and further reduced for the election of the qualified joint and survivor annuity. Benefit payments to the surviving spouse begin immediately following the death of the participant.

If the eligible spouse predeceases the participant, then the Survivor Benefit election will be cancelled and the retirement benefit will be adjusted to eliminate the surviving spouse reduction, after providing sufficient evidence to the plan administrator.

Reduction factors for the following joint and survivor annuities:

- 50% J&S — Actuarially equivalent to the single life annuity using 6.00% interest and RP2000 projected to 2020 mortality.
- 60% J&S — 95.0%, decreased 0.5% for each year the retiree's age exceeds the spouse's age by more than 5 years, and increased 0.5% for each year the spouse's age exceeds the retiree's age by more than 5 years (maximum 97.5%).
- 75% J&S — 93.8%, decreased about 0.6% for each year the retiree's age exceeds the spouse's age by more than 5 years, and increased about 0.6% for each year the spouse's age exceeds the retiree's age by more than 5 years (maximum 96.9%).
- 100% J&S — 91.9%, decreased about 0.8% for each year the retiree's age exceeds the spouse's age by more than 5 years, and increased about 0.8% for each year the spouse's age exceeds the retiree's age by more than 5 years (maximum 95.9%).

Pension increases — N/A

SCHEDULE SB ATTACHMENTS

Plan participants' contributions	They are not required or permitted.

Future Plan Changes

None, other than those related to the plan termination amendment that was signed on August 19, 2025.

Changes in Benefits Valued Since Prior Year

None.

Substantive Commitment

None.

SCHEDULE SB ATTACHMENTS

FORMER EMPLOYEES OF THE BELLWOOD PLAN

Plan Provisions

Plan sponsor	BorgWarner, Inc.
Plan	BorgWarner, Inc. Retirement Plan
Effective date and most recent amendment	The Transmission & Engine Components, Bellwood Plant, Employees' Pension Plan (the "Bellwood Plan") merged into the BorgWarner Automotive, Inc. Retirement Plan effective July 1, 1991.
Plan year	The twelve-month period beginning each January 1.
Coverage and participation	Hourly paid employees who meet the following conditions: • Hire date prior to April 1, 1988; • Employed by the Bellwood plant of the Company on March 31, 1989; • Participated in the Bellwood Plan on March 31, 1989; • Attained age 55 on or before December 31, 1989; and • Elected on or before March 10, 1989 to continue his Bellwood Plan participation.

Definitions

Vesting service	Prior to January 1, 1976, one year of vesting service is received for each year of credited service. On or after January 1, 1976 one year of vesting service is earned for each calendar year in which the employee earns at least 1,000 hours. No vesting service is earned if less than 1,000 hours are earned in a calendar year.
Credited service	A participant is granted one year of Credited Service for every calendar year in which he receives pay for working 1,600 or more hours. In every calendar year in which a Bellwood Participant receives pay for less than 1,600 hours, every 133 hours count as a month of Credited Service and the remaining hours, if 66 or more, count as another month of Credited Service. Credited Service is computed to the nearest full month.

SCHEDULE SB ATTACHMENTS

Accrued benefits	• If Credited Service is 30 or more years, $15.50 for each year of Credited Service for the first 30 years, plus $13.00 for each year of Credited Service in excess of 30 years. • If Credited Service is less than 30 years, $13.00 for each year of Credited Service.
Average earnings	N/A
Normal retirement date (NRD)	Attainment of age 65 but not earlier than the fifth anniversary of participation in the Plan.

Eligibility for Benefits

Normal retirement	Retirement on Normal Retirement Date
Special age 65 benefit	Any retired Bellwood participant age 65 years or older who retired under the normal, early, special early, or disability (but not deferred vested) retirement provisions of the plan. Eligible surviving spouses of employees who elected a Joint & Survivor Annuity, age 65 years or older, other than spouses of terminated participants eligible for or receiving a deferred vested benefit, are also eligible to receive a Special Age 65 benefit.
Early retirement	• Age 58, with 10 years of Credited Service • Age 55, with total of age plus years of Credited Service at least 85 points • 30 years of Credited Service
Special early retirement	Bellwood participant who reaches age 55, with 10 years of Credited Service, who is retired at the option of the Company.
Postponed retirement	Retirement after Normal Retirement Date
Vested termination	5 years of Vesting Service
Disability	Total and permanent disability and 10 years of Credited Service.
Preretirement death benefit	Spouse of deceased employee who was eligible for a normal, early or deferred vested retirement benefit and married for at least one year.

SCHEDULE SB ATTACHMENTS

Qualified joint & survivor annuity	An automatic benefit option for married participants.
Supplemental allowance	Any retired Bellwood participant who retired under the early, special early, or disability retirement provisions of the plan

Benefits Paid Upon the Following Events

Normal retirement	Accrued benefit payable at normal retirement date. The normal retirement benefit is offset for any “Other Benefits” payable from a Company sponsored defined benefit plan for concurrent service.
Special age 65 benefit	$14.60 ($26.80 if both the retired Bellwood participant and the eligible spouse are living and age 65 or older).

SCHEDULE SB ATTACHMENTS

Early retirement

Accrued benefit deferred to age 65 or a reduced early retirement benefit. The early retirement percentage factors are shown below.

Age at Commencement	Early Retirement Factor[1]
50	38.3%
51	41.5%
52	45.0%
53	48.9%
54	53.2%
55	57.9%
56	63.5%
57	69.4%
58	75.2%
59	80.8%
60	86.7%
61	93.3%
62 or older	100.0%

For participants who retire with 30 or more years of credited service, the early retirement reduction will be removed upon attaining age 65.

The early retirement benefit is offset for any “Other Benefits” payable from a Company sponsored defined benefit plan for concurrent service.

Special early retirement

The sum of:

- The participant’s Accrued Benefit, and
- A Temporary Benefit equal to $13.00 per year of Credited Service, up to a maximum of 25 years.

The Temporary Benefit is not payable for any month after a former Bellwood Participant reaches age 62 or becomes eligible for Social Security Benefits.

The special early retirement benefit is offset for any “Other Benefits” payable from a Company sponsored defined benefit plan for concurrent service.

[1] Prorated for intermediate ages, rounded to the nearest 1/10%.

SCHEDULE SB ATTACHMENTS

Postponed retirement	Accrued benefit calculated using credited service and benefit rate in effect as of the late retirement date.
Vested termination	Accrued benefit payable at age 65. A reduced benefit is payable after age 55, but before age 65. The benefit reduction for early commencement is 5/9ths of 1% for each complete month that the benefit begins before age 65. The deferred vested benefit is offset for any “Other Benefits” payable from a Company sponsored defined benefit plan for concurrent service.
Disablement	The sum of: • The participant’s Accrued Benefit, and • A Temporary Benefit equal to $13.00 per year of Credited Service, up to a maximum of 25 years. The accrued benefit is payable after the participant has been totally and permanently disabled for 26 weeks. Benefits are paid monthly while totally and permanently disabled until reaching age 65. At age 65 the normal retirement benefit, based on Credited Service at the time of disability, becomes payable. The Temporary Benefit is not payable for any month after a former Bellwood Participant reaches age 62 or becomes eligible for Social Security Benefits. Any payment for disability prior to age 55 is paid as a life annuity. Payments after age 55 will be paid as a Qualified Joint & Survivor Annuity. The disability retirement benefit is offset for any “Other Benefits” payable from a Company sponsored defined benefit plan for concurrent service.
Preretirement death	The surviving spouse will receive a survivor benefit calculated as if the employee had: (1) retired or terminated employment the first day of the month coincident with or next following the date of the participant’s death, (2) survived until the participant’s earliest retirement date and retired, (3) elected the 55% Qualified Joint & Survivor Annuity, and (4) died immediately thereafter. The benefit will begin on the earliest date the participant would have been eligible to retire and commence benefit payments

SCHEDULE SB ATTACHMENTS

Qualified joint & survivor annuity

The retiree receives 95% of the monthly benefit that would have been payable as a Life Annuity, increased by 0.5% for each year in excess of 5 years that the age of the spouse exceeds the age of the participant, or decreased by 0.5% for each year in excess of 5 years that the age of the spouse is less than the age of the participant. Upon the death of the employee the surviving spouse will receive a monthly benefit of 55% of the amount in payment status for the spouse's lifetime.

If the eligible spouse predeceases the participant, then the participant may cancel the Survivor Benefit election and the retirement benefit will be restored to the amount payable without such reduction

Supplemental allowance

A participant's supplemental monthly allowance is:

- For employees with 30 or more years of Credited Service: an amount which when added to his retirement benefit shall equal $700 before age 62 and $430 thereafter until age 65
- For employees with less than 30 years of Credited Service: an amount which when added to his retirement benefit shall equal
- $500 before age 62, reduced by $1.3889 for each month that Credited Service is less than 30 years, and
- $450 thereafter to age 65, reduced by $1.25 for each month that Credited Service is less than 30 years.

If the employee is under age 60 at retirement, the amounts described in (i) and (ii) are multiplied by 60 and divided by the number of months between his retirement date and the month he would attain age 65, inclusive. The retirement benefit is calculated on the assumption that the participant commenced immediately after retirement, prior to the reduction for a joint and survivor form of payment. If the participant retires under Special Early or Disability Retirement, the retirement benefit is calculated including the Temporary Benefit, whether or not it actually applies. Further, the Supplemental Allowance is reduced for any month prior to age 62 for which the participant would be eligible for Social Security Benefits.

The supplemental allowance is payable for the month following the participant's termination date and for each month thereafter until the earlier of the month in which the participant attains age 65, dies, or ceases benefits for any other reason.

The supplemental allowance is limited, if necessary, so the retirement benefit plus supplemental allowance does not exceed 70% of

participant's final monthly base pay.

Other Plan Provisions

Frozen benefits

Service and benefit accruals were frozen on March 31, 1989 for employees who were less than 55 years old on December 31, 1989 or who had accrued less than 25 years of service on December 31, 1989.

Employees who were 55 years old on or before December 31, 1989 and had accrued at least 25 years of service on or before December 31, 1989 were given the option of:

- Continuing to accrue service and benefits under the plan, or
- Freezing their service and benefit accruals as of March 31, 1989 and participating in a defined contribution plan.

Effective April 1, 1989, all active employees participating in the BorgWarner RSP who had their service and benefit accruals frozen as of March 31, 1989 were given the option of:

- Rolling over their March 31, 1989 accrued benefit to the BorgWarner RSP, or
- Receiving their March 31, 1989 accrued benefit in the form of an annuity subject to the distribution rules of the plan.

Forms of payment

Normal form of retirement income*:* A monthly payment for the life of the participant. If married, the 55% Qualified Joint & Survivor Annuity option will be deemed to have been automatically elected, unless the retiree elects otherwise

Optional forms of retirement income:

- Life Annuity.
- Joint & Survivor Annuity with a 55% survivor benefit payable to the spouse at the death of the retiree

Pension Increases

None.

Participant contributions

None.

SCHEDULE SB ATTACHMENTS

Future Plan Changes

None, other than those related to the plan termination amendment that was signed on August 19, 2025.

Changes in Benefits Valued Since Prior Year

None

Substantive Commitment

None

SCHEDULE SB ATTACHMENTS

FORMER EMPLOYEES OF THE ASHEVILLE/GAINSVILLE PLAN

Plan Provisions

Effective date and most recent amendment	The Schwitzer Group Pension Plan for Non-Union Hourly Employees Located at Asheville and Gainesville (the "Asheville/Gainesville Plan") merged into the BorgWarner Automotive, Inc. Retirement Plan effective July 1, 1999.
Plan year	The twelve-month period beginning each January 1.
Coverage and participation	Employees who meet the following conditions: • Hire date prior to July 1, 1999; • Employed BorgWarner Automotive Turbo Systems Corporation on June 30, 1999; • Participated in the Asheville/Gainesville Plan on June 30, 1999; • Attained age 55 on or before June 30, 1999; and • Elected on or before July 1, 1999 to continue his Asheville/Gainesville Plan participation.

Definitions

Vesting service	N/A
Credited service	Credited Service shall include service credited under the Schwitzer Group Pension Plan. Credited Service shall be computed on the basis of years and nearest twelfths of a year. Any fractional period of less than one-twelfth of a year, if less than 15 days, shall be disregarded, and, if 15 days or more, shall be counted as one-twelfth of a year. Effective September 1, 1999, an employee who participates in the BorgWarner Retirement Savings Plan shall not receive any Credited Service in addition to that accrued prior to participation in the BorgWarner Retirement Savings Plan.
Pensionable pay	N/A
Accrued benefits	$10.00 for each year of Credited Service, up to a maximum of 30 years.

SCHEDULE SB ATTACHMENTS

Average earnings	N/A
Normal retirement date (NRD)	Attainment of age 65 but not earlier than the fifth anniversary of participation under the plan.

Eligibility for Benefits

Normal retirement	Age 65, but not earlier than the fifth anniversary of participation under the Plan.
Early retirement	Age 55, with 10 years of Credited Service
Postponed retirement	Retirement after Normal Retirement Date
Vested termination	5 years of Credited Service
Disability	Total and permanent disability and 15 years of Credited Service
Preretirement death benefit	Spouse of deceased employee who was eligible for a normal, early or deferred vested retirement benefit.
Qualified joint & survivor	An automatic benefit option for married participants.

Benefits Paid Upon the Following Events

Normal retirement	Accrued benefit payable at normal retirement date. The normal retirement benefit is reduced by any benefits payable to the participant under the prior plan.
Early retirement	Accrued benefit deferred to age 65 or a reduced early retirement benefit. The benefit reduction for early commencement is 1/2 of 1% for each month that the commencement date precedes the normal retirement date.
Postponed retirement	Accrued benefit calculated using credited service and benefit rate in effect as of the late retirement date.
Vested termination	Accrued benefit payable at age 65 or a reduced benefit is payable after age 55. The benefit reduction for early commencement is 1/2 of

	1% for each by which the commencement date precedes the normal retirement date.
Disablement	Accrued benefit is payable on the first day of the month next following six months of disability. The benefit is reduced, but not to less than zero, by the amount of accident or sickness benefits the participant receives under an accident or sickness plan to which the company or an affiliate of the company has contributed.
Early retirement	Accrued benefit deferred to age 65 or a reduced early retirement benefit. The benefit reduction for early commencement is 1/2 of 1% for each month that the commencement date precedes the normal retirement date.
Preretirement death	The surviving spouse will receive a survivor benefit calculated as if the employee had: (1) retired or terminated employment the first day of the month coincident with or next following the date of the participant's death, (2) survived until the participant's earliest retirement date and retired, (3) elected the Qualified Joint & Survivor Annuity, and (4) died immediately thereafter. The benefit will begin on the earliest date the participant would have been eligible to retire and commence benefit payments.
Qualified joint & survivor annuity	Provides an actuarially reduced benefit to the participant and upon the death of the participant pays 50% of the benefit that the participant would have received during the spouse's lifetime.

SCHEDULE SB ATTACHMENTS

Other Plan Provisions

Frozen benefits

Service and benefit accruals were frozen on September 1, 1999 for employees who had not attained age 55.

Employees who were 55 years old on or before September 1, 1999 were given the option of:

- Continuing to accrue service and benefits under the plan, or
- Freezing their service and benefit accruals as of September 1, 1999 and participating in a defined contribution plan.

Effective September 1, 1999, all active employees participating in the BorgWarner RSP who had their service and benefit accruals frozen as of September 1, 1999 were given the option of:

- Rolling over their September 1, 1999 accrued benefit to the BorgWarner RSP, or
- Receiving their September 1, 1999 accrued benefit in the form of an annuity subject to the distribution rules of the plan.

Forms of payment

Normal form of retirement income: A monthly payment for the life of the participant. If married, the 50% Qualified Joint & Survivor Annuity option will be deemed to have been automatically elected, unless the retiree elects otherwise.

Optional forms of retirement income:

- Life Annuity.
- Joint & Survivor Annuity with a 50%, 75% or 100% survivor benefit payable to the designated beneficiary at the death of the retiree.

Pension Increases

None.

Plan participants' contributions

None.

SCHEDULE SB ATTACHMENTS

Future Plan Changes

None, other than those related to the plan termination amendment that was signed on August 19, 2025.

Changes in Benefits Valued Since Prior Year

None.

Substantive Commitment

None.

SCHEDULE SB ATTACHMENTS

Former Employees of the Fletcher/Marshall Plan

Plan Provisions

Effective date and most recent amendment	A portion of the Eaton Corporation Pension Plan for Salaried Employees merged into the BorgWarner Automotive, Inc. Retirement Plan effective October 1, 1999.
Plan year	The twelve-month period beginning each January 1.
Coverage and participation	Transferred Eaton employees who meet the following conditions: • Participated in the Eaton Plan on September 30, 1999; • Attained age 55 on or before October 1, 1999; and • Elected to continue his Plan participation.

Definitions

Vesting service	N/A
Credited service	Credited Service is granted based on elapsed time from date of hire, counting years and nearest twelfths of a year. Credited Service is capped at 44 years. An employee who participates in the BorgWarner Retirement Savings Plan shall not receive any Credited Service in addition to that accrued prior to participation in the BorgWarner Retirement Savings Plan.
Pensionable pay	Total compensation prior to 401(k) plan deferrals. Compensation includes contingent compensation, incentive compensation, bonuses, special and overtime pay.
Accrued benefits	• 1/12 of 1.5% of Final Average Compensation, payable until the date at which the employee would become eligible for an unreduced Social Security benefit. • After such date, 1/12 of 1% of the employee's Final Average Compensation up to his Average Social Security Limit, plus 1/12 of 1.5% of the employee's Final Average Compensation in excess of his Average Social Security Limit, all multiplied by his Credited Service.

SCHEDULE SB ATTACHMENTS

Average earnings	Highest average of five consecutive calendar years in the last ten years of employment.
Social Security benefit	The average of the maximum wages covered under the Federal Insurance Contribution Act during the 35 calendar year period (excluding calendar years before 1959) preceding the date of termination/retirement.
Normal retirement date (NRD)	Attainment of age 65.

Eligibility for Benefits

Normal retirement	Age 65.
Special age 65 benefit	Any retired Eaton participant age 65 or older who retired under a normal, early, or disability (but not deferred vested) retirement provision of the plan.
Early retirement	Age 55, with 10 years of Credited Service
Postponed retirement	Retirement after Normal Retirement Date
Vested termination	5 years of Service
Disability	Total and permanent disability and eligibility for the Company's Long Term Disability plan.
Preretirement death benefit	Spouse of deceased employee who had 5 years of Service
Qualified joint & survivor annuity	An automatic benefit option for married participants.

Benefits Paid Upon the Following Events

Normal retirement	Accrued benefit payable at normal retirement date.
Special age 65 benefit	Upon attaining age 65 (or age the participant becomes enrolled in the Medicare Part B insurance program) an eligible retiree that is enrolled in the Medicare Part B insurance program will receive a monthly benefit equal to the Medicare Part B Premium.

SCHEDULE SB ATTACHMENTS

Early retirement	Accrued benefit deferred to age 65 or a reduced early retirement benefit. The benefit reduction for early commencement is ½ of 1% for each complete calendar month that the commencement date precedes age 60.
Postponed retirement	Accrued benefit calculated using credited service and benefit rate in effect as of the late retirement date.
Vested termination	Accrued benefit, otherwise payable after reaching the age unreduced Social Security benefits become payable (i.e. part 2 of Accrued Benefit) can commence at age 65. Alternately the benefit reduced for early commencement is payable at age 55. The early retirement reduction is 1/12 of 1% for each month that the commencement date precedes (a) age 60 in the case of an employee hired prior to April 1, 1985, or (b) age 65 in the case of an employee hired on or after April 1, 1985.
Disablement	Accrued benefit based upon his Final Average Compensation and Average Social Security Limit at disability and upon his Credited Service at disability plus Credited Service earned while on Long Term Disability between his age at disability and his normal retirement date. Benefit begins on the normal retirement date.
Preretirement death	The surviving spouse will receive a survivor benefit equal to 50% of the benefit that would have been payable on the participant's Normal Retirement Date under the Qualified Joint & Survivor Annuity, based on the participant's Credited Service, Average Final Annual Compensation and Average Social Security Limit on the participant's date of death. The benefit will begin immediately following the participant's death. Deferred vested participants will have their regular pension benefit actuarially reduced to cover the cost of providing the Qualified Preretirement Survivor Annuity.
Qualified joint & survivor annuity	Provides an actuarially reduced benefit to the participant and upon the death of the participant pays 50% of the benefit that the participant would have received during the spouse's lifetime.

SCHEDULE SB ATTACHMENTS

Other Plan Provisions

Frozen benefits

Service and benefit accruals were frozen on October 1, 1999 for employees who were less than 55 years old on October 1, 1999.

Employees who were 55 years old on or before October 1, 1999 were given the option of:

- Continuing to accrue service and benefits under the plan, or
- Freezing their service and benefit accruals as of October 1, 1999 and participating in a defined contribution plan.

All active employees participating in the BorgWarner RSP who had their service and benefit accruals frozen as of October 1, 1999 were given the option of:

- Rolling over their October 1, 1999 accrued benefit to a defined contribution plan, or
- Receiving their October 1, 1999 accrued benefit in the form of an annuity subject to the distribution rules of the plan.

Forms of payment

Normal form of retirement income: A monthly payment for the life of the participant. If married, the 50% Qualified Joint & Survivor Annuity option will be deemed to have been automatically elected, unless the retiree elects otherwise

Optional forms of retirement income:

- Life Annuity.
- Joint & Survivor Annuity with a 50% or 100% survivor benefit payable to the spouse at the death of the retiree.
- Lump sum.

At any time, the participant may elect to change the options, effective one year later if both the participant and spouse survive the one year waiting period.

Future Plan Changes

None, other than those related to the plan termination amendment that was signed on August 19, 2025.

Changes in Benefits Valued Since Prior Year

None.

Substantive Commitment

None.

Plan Name:	BORGWARNER INC. RETIREMENT PLAN
EIN / PN:	13-3404508/001
Plan Sponsor:	BORGWARNER INC.
Valuation Date:	January 1, 2025

SCHEDULE SB ATTACHMENTS

FORMER EMPLOYEES OF THE SCHWITZER SALARIED PLAN

Plan Provisions

Effective date and most recent amendment	The Schwitzer Salaried Plan merged into the BorgWarner Automotive, Inc. Retirement Plan effective June 15, 2000.
Plan year	The twelve-month period beginning each January 1.
Coverage and participation	Employees who meet the following conditions: • Hire date prior to September 1, 1999 • Employed by the Employer on September 1, 1999 • Participated in the Plan on August 31, 1999; and • Elected to continue participation in the Plan.

Definitions

Vesting service	N/A
Credited service	A participant is granted one month of Credited Service for each month compensation was received while actively employed or on a leave of absence due to occupational injury or disease or for which workers compensation was paid. An employee who participates in the BorgWarner Retirement Savings Plan shall not receive any Credited Service in addition to that accrued prior to participation in the BorgWarner Retirement Savings Plan.
Pensionable pay	Base salary, commissions, overtime pay and premiums, bonuses (excluding Long Term Performance Bonus Program) and incentive pay paid by the employer. Compensation shall be determined prior to reduction for pre-tax elective contributions to a cash or deferred arrangement or cafeteria plan maintained by the employer.

SCHEDULE SB ATTACHMENTS

Accrued benefits	The sum of: • 31% of Average Monthly Compensation prorated for years of Credited Service less than 30 years, and • 21% of Average Monthly Compensation in excess of Covered Compensation prorated for years of Credited Service less than 30 years and • 0.5% of Average Monthly Compensation for Credited Service in excess of 30 years.
Average earnings	Employee's average compensation during the highest consecutive 60 months out of the last 10 years of employment. Bonuses are included in the month received, not in the month accrued.
Normal retirement date (NRD)	Attainment of age 65

Eligibility for Benefits

Normal Retirement	Age 65
Early retirement	Age 55, with 10 years of Credited Service
Postponed retirement	Retirement after Normal Retirement Date
Vested termination	5 years of Credited Service
Disability	Total and permanent disability and 10 years of Credited Service
Preretirement death benefit	Spouse of deceased employee who had 5 years of Credited Service or who was eligible for a normal retirement benefit.
Post-Retirement death benefit	Spouse of employee who retired after December 31, 1997 on or after age 55 with 10 years of Credited Service.
Qualified joint & survivor	An automatic benefit option for married participants.

SCHEDULE SB ATTACHMENTS

Benefits Paid Upon the Following Events	
Normal retirement	Accrued benefit payable at normal retirement date.
Early retirement	Accrued benefit deferred to age 65 or a reduced early retirement benefit. The benefit reduction for early commencement is 5/12% for each complete month that the commencement date precedes age 62.
Postponed retirement	Accrued benefit calculated using credited service and benefit rate in effect as of the late retirement date.
Vested termination	An employee with at least 5 years of Credited Service, but less than 10 years of Credited Service, is entitled to their accrued benefit payable at age 65; An employee with at least 10 years of Credited Service may elect to commence early and receive the accrued benefit reduced 5% for each complete year that the commencement date precedes the normal retirement date.
Disablement	The sum of: • The participant's accrued benefit and • A temporary benefit equal to $2.80 per year of Credited Service. Benefits commence on the first day of the month next following six months of disability. The temporary benefit is not payable once the participant is eligible to receive Social Security Benefits. The benefit is reduced, but not to less than zero, by the amount paid due to sickness, injury or disability benefits under a Company sponsored plan, except a long-term disability income plan that is reduced for the benefits.
Preretirement death	The surviving spouse will receive a survivor benefit calculated as if the employee had: (1) retired or terminated employment the first day of the month coincident with or next following the date of the participant's death, (2) survived until the participant's earliest retirement date and retired, (3) elected the 50% Qualified Joint & Survivor Annuity, and (4) died immediately thereafter. The benefit

	will begin on the first day of the month following the participant's death.
Post-Retirement death benefit	$5,000
Qualified joint & survivor annuity	The retiree receives 90% of the monthly benefit that would have been payable as a Life Annuity increased 0.5% for each year the age of the spouse exceeds the age of the participant, or decreased 0.5% for each year the age of the spouse is less than the age of the participant. Upon the death of the participant, the surviving spouse will receive a monthly benefit of 50% of the amount in payment status for the spouse's lifetime.

Other Plan Provisions

Frozen benefits

Service and benefit accruals were frozen on September 1, 1999 for employees who were less than 55 years old on September 1, 1999.

Employees who were 55 years old on or before September 1, 1999 were given the option of:

- Continuing to accrue service and benefits under the plan, or
- Freezing their service and benefit accruals as of September 1, 1999 and participating in a defined contribution plan.

All active employees participating in the BorgWarner RSP who had their service and benefit accruals frozen as of September 1, 1999 were given the option of:

- Rolling over their September 1, 1999 accrued benefit to a defined contribution plan, or
- Receiving their September 1, 1999 accrued benefit in the form of an annuity subject to the distribution rules of the plan.

Forms of payment

Normal form of retirement income: A monthly payment for the life of the participant. If married, the 50% Qualified Joint & Survivor Annuity option will be deemed to have been automatically elected, unless the retiree elects otherwise

Optional forms of retirement income:

- Life Annuity.
- Joint & Survivor Annuity with a 50%, 75% or 100% survivor benefit payable to the spouse at the death of the retiree.

	• Certain and Life Annuity with a 5 or 10 year certain period.
Pension increases	None.
Plan participants' contributions	None.

Future Plan Changes

None, other than those related to the plan termination amendment that was signed on August 19, 2025.

Changes in Benefits Valued Since Prior Year

None.

Substantive Commitment

None.

SCHEDULE SB ATTACHMENTS

FORMER EMPLOYEES OF THE ITHACA PLAN

Plan Provisions

Effective date and most recent amendment	The Ithaca Hourly Plan merged into the BorgWarner Automotive, Inc. Retirement Plan effective December 31, 2000.
Plan year	The twelve-month period beginning each January 1.
Coverage and participation	Any hourly rated person in the Cayuga Lodge 1607 International Association of Machinists and Aerospace Workers who was employed in the Bargaining Unit of the Ithaca Plant on December 31, 1987 and who met the following conditions: • Completed 6 consecutive months of employment; • Participated in the Plan on December 31, 1987; • Attained age 55 on or before December 31, 1987; and • Elected on or before December 31, 1987 to continue participation in the Plan.

Definitions

Vesting service	N/A
Pension service	A participant is granted one year of Credited Service for every calendar year in which he works a minimum of 900 hours. In any calendar year in which an employee works fewer than 900 hours, he will receive one month of credited service for each 75 hours, and an additional month shall be credited if at least 37.5 hours remain. An employee who participates in the Ithaca Retirement Savings Plan shall not receive any Credited Service in addition to that accrued prior to participation in the Ithaca Retirement Savings Plan.
Pensionable pay	N/A
Accrued benefits	• $18.50 for each year of Credited Service, for employees remaining in the Plan

	• $16.00 for each year of Credited Service, prior to participation in the Ithaca Retirement Savings Plan.
Normal retirement date (NRD)	Age 65

Eligibility for Benefits

Normal retirement	Age 65
Early retirement	Age 60, with 10 years of Credited Service
Postponed retirement	Retirement after Normal Retirement Date
Vested termination	5 years of Credited Service
Disability	Total and permanent disability and 10 years of Credited Service after reaching age 55.
Preretirement death benefit	Spouse of deceased employee who had 5 years of Credited Service.
Qualified joint & survivor annuity	An automatic benefit option for married participants.

Benefits Paid Upon the Following Events

Normal retirement	Accrued benefit payable at normal retirement date. The normal retirement benefit is offset for any “Other Benefits” payable from a Company sponsored defined benefit plan for concurrent service.
Early Retirement	Accrued benefit deferred to age 65 or a reduced early retirement benefit. The benefit reduction for early commencement is 5/9 of 1% for each complete calendar month that the commencement date precedes age 62. The early retirement benefit is offset for any “Other Benefits” payable from a Company sponsored defined benefit plan for concurrent service.

SCHEDULE SB ATTACHMENTS

Postponed retirement	Accrued benefit calculated using credited service and benefit rate in effect as of the late retirement date.
Vested termination	Accrued benefit payable at age 65. A reduced benefit is payable after age 60, but before age 65. The benefit reduction for early commencement is 5/9ths of 1% for each complete calendar month that the benefit begins before age 65. The deferred vested benefit is offset for any “Other Benefits” payable from a Company sponsored defined benefit plan for concurrent service.
Disablement	Accrued benefit. The disability retirement benefit is offset for any “Other Benefits” payable from a Company sponsored defined benefit plan for concurrent service.
Preretirement death	The surviving spouse will receive a survivor benefit calculated as if the employee had retired or terminated employment the first day of the month coincident with or next following the date of the participant’s death and elected the 50% Qualified Joint & Survivor Annuity, reduced by 5% for the cost of the Qualified Preretirement Survivor Annuity Coverage. The benefit will begin on the earliest date the participant would have been eligible to retire and commence benefit payments. Cost: If the pre-retirement joint and survivor protection is elected and the employee survives to retirement, his benefits will be reduced by 5%.
Qualified joint & survivor annuity	Provides an actuarially reduced benefit to the participant and upon the death of the participant pays 50% of the benefit that the participant would have received during the spouse’s lifetime.

SCHEDULE SB ATTACHMENTS

Other Plan Provisions

Forms of payment	**Normal form of retirement income:** A monthly payment for the life of the participant. If married, the 50% Qualified Joint & Survivor Annuity option will be deemed to have been automatically elected, unless the retiree elects otherwise. The Joint & Survivor Annuity is calculated to be actuarially equivalent to the Life Annuity, and further reduced by 5.0% for the cost of the Qualified Preretirement Survivor Annuity Coverage. Optional forms of retirement income: • Life Annuity. • Joint & Survivor Annuity with a 50% survivor benefit payable to the designated beneficiary at the death of the retiree.
Pension Increases	None.
Plan participants' contributions	None.

Future Plan Changes

None, other than those related to the plan termination amendment that was signed on August 19, 2025.

Changes in Benefits Valued Since Prior Year

None.

Substantive Commitment

None.

SCHEDULE SB ATTACHMENTS

CASH BALANCE BENEFIT PLAN

Plan Provisions

Coverage and participation

- List of certain non-union active employees as of January 1, 2009, who were eligible for future retiree medical benefits as determined by BorgWarner. All named employees are vested in the benefit.
- Ithaca hourly employees active as of January 1, 2011 and currently eligible for future retiree medical.

Cash balance benefit

January 1, 2009 opening cash balance formula (for non-union employees):

The benefit is based on a notional account balance seeded with a one-time credit, using the credits in schedule below times the lesser of service, or 15.

Attained Age at January 1, 2009	Credit for each Year of Service	Additional Credit for Each Year of Service if Have a Spouse
Under 40	0	0
40	1,110	220
41	1,185	240
42	1,260	250
43	1,335	265
44	1,410	285
45	1,480	295
46	1,555	310
47	1,630	330
48	1,705	345
49	1,780	355
50	1,850	370
51	1,925	385
52	2,000	400
53	2,075	415
54	2,150	435
55	2,220	445

January 1, 2011 opening cash balance (for Ithaca Hourly employees):

The benefit is based on a notional account balance seeded with a one-time credit, using the schedule below:

Age	Cash Balance Credit	Cash Balance Credit for Spouse
Under 36	$5,000	$500
36	$6,150	$750
37	$7,250	$1,050
38	$8,350	$1,350
39	$9,450	$1,600
40	$10,350	$1,800
41	$11,150	$2,000
42	$11,950	$2,200
43	$12,750	$2,400
44	$13,550	$2,600
45	$14,350	$2,800
46	$15,150	$3,000
47	$15,950	$3,200
48	$16,750	$3,400
49	$17,550	$3,550
50	$18,350	$3,700
51	$19,150	$3,850
52	$19,900	$4,000
53	$20,650	$4,150
54	$21,400	$4,300
55	$22,150	$4,450

Interest will be credited annually in an amount equal to the 24 month average PPA Third Segment Rate from October.

Payment of benefits

The account balance will be available as a lump sum or various actuarial equivalent annuity options upon separation service for reason of retirement, termination, disability, or death.

Future Plan Changes

Plan Name: BORGWARNER INC. RETIREMENT PLAN
EIN / PN: 13-3404508/001
Plan Sponsor: BORGWARNER INC.
Valuation Date: January 1, 2025

SCHEDULE SB ATTACHMENTS

None, other than those related to the plan termination amendment that was signed on August 19, 2025.

Changes in Benefits Valued Since Prior Year

None.

Substantive Commitment

None.

SCHEDULE SB ATTACHMENTS

FORMER EMPLOYEES OF THE REMY INC. HOURLY PENSION PLAN

Plan Provisions

The plan was most recently amended and restated effective January 1, 2014. The plan's effective date is April 1, 1994. As of December 31, 2016, the plan was merged into the BorgWarner Inc. Retirement Plan.

Covered employees	All employees covered by the collective bargaining agreement who attain seniority. The plan is closed to new entrants.

Definitions

Vesting service	Participants become vested at the earliest of 5 elapsed years (from date of hire) in which at least 750 hours are worked during the year or 5 years of credited service.
Credited service	Participants receive 1/10th of a year of Credited Service for every 170 hours worked in a calendar year to a maximum credit of 1 year Credited Service per year. Credited Service with GM counts toward eligibility and vesting, but not benefit accrual.
Normal retirement date (NRD)	First of month coinciding with or next following the attainment of age 65 with one year of service.
Normal retirement age	Age 65 with one year of service.
Early retirement age	Earliest of age 60 with 5 years of service, age 55 with 85 age/service points, or 30 years of service.

Eligibility for Benefits

Normal retirement	Retirement on NRD.
Early retirement	Retirement before NRD and on or after the earliest of attaining age 60 and completing five years of service, age 55 with 85 age/service points, or 30 years of service.
Deferred vested termination	Termination for reasons other than death or retirement after a participant is vested, starting at age 55.

SCHEDULE SB ATTACHMENTS

Disability — Permanent and total disability prior to NRD and after ten years of service.

Preretirement death benefit — Death while eligible for normal, early, postponed, or deferred vested retirement benefits, with a surviving spouse.

Benefits Paid Upon the Following Events

Normal retirement — Applicable Job Classification Code multiplier times Credited Service.

Benefit Class Code	10/1/98 through 9/1/99	10/1/99 through 9/1/00	10/1/00 through 9/1/01	10/1/01 through 9/1/02	10/1/02 and after
A	$39.25	$40.80	$42.50	$44.50	$46.70
B	$39.50	$41.05	$42.75	$44.75	$46.75
C	$39.75	$41.30	$43.00	$45.00	$47.20
D	$40.00	$41.55	$43.25	$45.25	$47.45

SCHEDULE SB ATTACHMENTS

Early retirement

Normal Retirement Benefit reduced for retirement before age 62 (unreduced with 30 years of service). The early retirement percentage factors, which are prorated for intermediate ages, are shown below.

Age at Commencement	Early Retirement Factor (%)	Age at Commencement	Early Retirement Factor (%)
42	21.0%	52	45.0%
43	22.6%	53	48.9%
44	24.3%	54	53.2%
45	26.1%	55	57.9%
46	28.2%	56	63.5%
47	30.4%	57	69.4%
48	32.8%	58	75.2%
49	35.4%	59	80.8%
50	38.3%	60	86.7%
51	41.5%	61	93.3%

In addition to the Normal Retirement Benefit, a supplement is payable until age 62 and one month (or if the retiree is born in 1938-1941, until the retiree is eligible for 80% Social Security). For retirees with less than 30 years of service, the supplement is the applicable interim multiplier times years of service. For retirees with 30 years of service, the benefit is a fixed monthly amount.

Interim Supp	10/1/98 through 9/1/99	10/1/99 through 9/1/00	10/1/00 through 9/1/01	10/1/01 through 9/1/02	10/1/02 and after
55	$16.45	$17.10	$17.80	$18.65	$19.55
56	$19.40	$20.15	$21.00	$22.00	$23.10
57	$23.50	$24.40	$25.40	$26.60	$27.90
58	$27.50	$28.55	$29.75	$31.15	$32.70
59	$30.75	$31.90	$33.20	$34.75	$36.50
60-62	$35.55	$36.90	$38.45	$40.25	$42.25
30 & out	$2,925	$2,380	$2,480	$2,600	$2,730

SCHEDULE SB ATTACHMENTS

Deferred vested termination

After a participant is vested, the accrued benefit as of the Termination Date is payable at the Normal Retirement Age, or reduced benefit if retire prior to the Normal Retirement Age. The early retirement percentage factors, which are prorated for intermediate ages, are shown below.

Age at Commencement	Early Retirement Factor (%)	Age at Commencement	Early Retirement Factor (%)
55	42.8%	61	71.2%
56	48.8%	62	78.4%
57	51.2%	63	85.6%
58	55.5%	64	92.8%
59	59.6%	65	100.0%
60	64.0%		

Disablement

After 10 years of service, the Normal Retirement Benefit as of the date of disability payable immediately (without reduction). In addition, a temporary benefit is paid until age 62 and one month based on the temporary multiplier times years of service.

10/1/98 through 9/1/99	10/1/99 through 9/1/00	10/1/00 through 9/1/01	10/1/01 through 9/1/02	10/1/02 and after
$37.40	$38.85	$40.45	$42.35	$44.45

Death

Prior to eligibility for retirement, 50% of the Normal Retirement Benefit is paid to the surviving spouse commencing on the first of the month following the month in which the employee would have been eligible to retire at the option of the employee. After eligibility for retirement, the benefit is 65% of the Normal Retirement Benefit.

Other Plan Provisions

Forms of payment

Normal form of income is a monthly payment for the life of the participant. If married, the 65% joint and survivor annuity option will be deemed to have been automatically elected, unless the retiree elects otherwise. Optional forms of payment include a joint and survivor annuity with a 75% survivor benefit payable to spouse at death of retiree.

Pension Increases

None.

SCHEDULE SB ATTACHMENTS

Plan participants' contributions	None.
Maximum limits on benefits and pay	All benefits and pay for any calendar year may not exceed the maximum limitations for that year as defined in the Internal Revenue Code.

Future Plan Changes

None, other than those related to the plan termination amendment that was signed on August 19, 2025.

Changes in Benefits Valued Since Prior Year

None.

SCHEDULE SB ATTACHMENTS

FORMER EMPLOYEES OF THE REMY INC. SALARIED PENSION PLAN

Plan Provisions

The plan was most recently amended and restated effective January 1, 2014. The plan's effective date is August 1, 1994. As of December 31, 2016, the plan was merged into the BorgWarner Inc. Retirement Plan.

Covered employees	Employees age 21 and older with 1 year of Eligibility Service; no new participants after June 30, 2006.

Definitions

Vesting service	One year for each Plan Year that an employee works 1,000 hours.
Credited service	Participants receive 1/10th of a year of Credited Service for every 160 hours worked in a Plan Year to a maximum credit of 1 year Credited Service (GM service counts toward eligibility and vesting); service is frozen as of June 30, 2006.
Average monthly compensation	Average of a participant's Monthly Salary for the 60 consecutive months out of the 120 months immediately preceding the participant's date of termination, retirement, death, or change in employment status; frozen as of June 30, 2006.
Compensation considered	Base compensation (including 401(k) and 125 elections, but excluding overtime pay and bonuses); compensation is frozen as of June 30, 2006.
Normal retirement date (NRD)	First of month coinciding with or next following the attainment of age 65 with one year of service.
Normal retirement age	Age 65
Early retirement age	Age 55 with 10 years of service (or 85 age/service points or 30 years of service if hired before January 1, 1988).

SCHEDULE SB ATTACHMENTS

Eligibility for Benefits

Normal retirement	Retirement on NRD.
Early retirement	Retirement before NRD and on or after age 55 with 10 years of service (or 85 age/service points or 30 years of service if hired before January 1, 1988).
Deferred vested termination	Termination for reasons other than death or retirement after a participant is vested.
Disability	Permanent and total disability prior to NRD and after ten years of service.
Preretirement death benefit	Death while eligible for normal, early, postponed, or deferred vested retirement benefits, with a surviving spouse.

Benefits Paid Upon the Following Events

Normal retirement	1.25% of Average Monthly Earnings times Credited Service (a minimum benefit of $60 times Credited Service if the participant is a transferred employee, was hired before January 1, 1988, and has 30 years of service, 85 age/service points, or is age 60 with 10 years of vesting service).
Late retirement	Greater of: the benefit calculated at the actual date of retirement or the benefit calculated at the Normal Retirement Date increased by 5/12% for each full calendar month that payment starts after Normal Retirement Date.
Early retirement	Normal Retirement Benefit reduced for retirement before age 62 (effective 8/1/2000 early retirement reductions for benefits accrued after 8/1/2000 differ for highly compensated employees).
Deferred vested termination	After a participant is vested, the accrued benefit as of the Termination Date is payable at the Normal Retirement Age.
Disablement	The Normal Retirement Benefit as of the date of disability payable immediately (without reduction). In addition, a temporary benefit is paid until age 62 and one month based on the temporary multiplier times years of service.

SCHEDULE SB ATTACHMENTS

Death	50% of the Normal Retirement Benefit is paid to the surviving spouse commencing on the first of the month following the month in which the employee would have been eligible to retire at the option of the employee.

Other Plan Provisions

Forms of payment	Normal form of income is a monthly payment for the life of the participant. If married, the 50% joint and survivor annuity option will be deemed to have been automatically elected, unless the retiree elects otherwise. Optional forms of payment include a 60%, 75%, or 100% joint and survivor annuity.
Pension Increases	None.
Plan participants' contributions	None.
Maximum limits on benefits and pay	All benefits and pay for any calendar year may not exceed the maximum limitations for that year as defined in the Internal Revenue Code.

Future Plan Changes

None, other than those related to the plan termination amendment that was signed on August 19, 2025.

Changes in Benefits Valued Since Prior Year

None.

SCHEDULE SB ATTACHMENTS

FORMER EMPLOYEES OF THE SEVCON PENSION PLAN

Plan Provisions

The plan was amended and restated as of January 1, 2007. The most recent amendment was executed May 6, 2014. As of September 30, 2020, the plan was merged into the BorgWarner Inc. Retirement Plan.

Covered employees	Any employee who has completed one year of service and attained age 21. No new entrants after September 30, 2010.

Definitions

Vesting service	One year for each plan year that an employee works 1,000 hours
Pension service	One year for each plan year that an employee works 1,000 hours
Pensionable pay	Annual rate of base pay in effect on October 1 of each year
Average earnings	Annual pensionable pay averaged over the five consecutive years that produces the highest average
Normal retirement date (NRD)	Age 65
Accrued benefit	An annual pension (payable in the normal form) beginning on one's Normal Retirement Date, which equals the greatest of (i), (ii) and (iii) below: (i) The product of 1% of Average Annual Compensation multiplied by years of Credited Service (ii) The difference between (a) 1.75% of Average Annual Compensation multiplied by years of Credited Service and (b) the Maximum Offset Allowance determined in accordance with the Internal Revenue Code Section 401(l) (iii) The accrued benefit as of September 30, 1989 determined under the plan in effect as of September 30, 1989.

Monthly preretirement death benefit	75% of the monthly pension benefit as of the date of death, reduced for the 75% joint and survivor election and reduced for payment as early as the participant's 55th birthday

Eligibility for Benefits

Normal retirement	Retirement on NRD
Early retirement	Retirement before NRD and on or after both attaining age 55 and completing five years of vesting service
Postponed retirement	Retirement after NRD
Deferred vested termination	Termination for reasons other than death or retirement after completing five years of vesting service
Preretirement death benefit	Death while eligible for normal, early, postponed, or deferred vested retirement benefits, with a surviving spouse

Benefits Paid Upon the Following Events

Normal retirement	The annual pension benefit determined as of NRD
Early retirement	The vested accrued benefit commencing on Normal Retirement Date or an immediate pension in the normal form equal to the vested accrued benefit actuarially reduced to reflect the early commencement date
Postponed retirement	Accrued benefit as of actual retirement date actuarially increased to reflect the late commencement date
Deferred vested termination	A participant who terminates with vested rights will receive a deferred pension commencing on his or her Normal Retirement Date equal to the vested accrued benefit. Such participant may instead receive an early retirement pension reduced in the manner described above

Preretirement death	(i)	Designated beneficiaries of active participants who die after becoming vested will receive a lifetime pension (commencing on the participant's earliest retirement date) determined as if the participant retired immediately before dying and had elected to receive a monthly pension in the 75% joint-and-survivor form.
	(ii)	Designated beneficiaries of terminated participants with vested deferred pension at age 65 who die before benefits actually commence will receive a monthly lifetime pension determined as if the vested terminated participant retired the day before dying and was going to receive a pension in the 75% joint-and-survivor form payable on his or her earlier retirement date.

Other Plan Provisions

Forms of payment	Normal Form: Life annuity for single participants and actuarially equivalent 75% joint and survivor annuity for married participants Optional Forms: Joint and survivor annuity with a 50% or 100% survivor benefit payable, or a 10-year certain option
Pension Increases	None
Plan participants' contributions	They are not required or permitted

Future Plan Changes

None, other than those related to the plan termination amendment that was signed on August 19, 2025.

Changes in Benefits Valued Since Prior Year

None.

SCHEDULE SB ATTACHMENTS

Summary of principal plan provisions: Inactive Locations Summary

	BorgWarner Automotive	Frankfort	Dixon
Deferred Vested			
Benefit	Accrued Benefit at Normal Retirement Date	Accrued Benefit at Normal Retirement Date	Accrued Benefit at Normal Retirement Date
Early Start	Age 55	Age 55	Age 55
ER Fact	Larger of actuarial equivalent benefits using 6% and 1971 GAM Table, or 30 year Treasury rate for month before distribution and RR 2001-62 mortality table	Reduced 5/9 of 1% per month prior to age 65	Reduced 6/10 of 1% per month prior to age 65
Disability			
Benefit	Accrued Benefit (No reduction)	Accrued Benefit (No reduction)	Accrued Benefit (No reduction)
Temporary	Yes. Payable to Normal Retirement Date	Yes. Payable to age 62 or eligibility for SS disability benefit	Yes. Payable to age 62 or eligibility for SS disability benefit
Special Early	None	Similar to Disability	None
Special Age 65			
Eligibility	None	Retired under Normal, Early, Special Early, Disability (but not Deferred Vested) Retirement or Surviving Spouses under the QJSA Form	None
Amount	None	$14.60 per month; $26.80/mo if both over 65	None
Supplemental Allowance	None	Retired under Early, Special Early or Disability Retirement Supplement to age 62 or from age 62 to 65	None
Options	Contingent annuitant (incl. non-spouse beneficiary), 10 year cert & continuous, Cash refund annuity, Installment payments, Lump Sum, SS level (all Act Eq)	55% Qualified Joint & Survivor Annuity Life Annuity	50% Qualified Joint & Survivor Annuity Life Annuity
Qualified Joint & Survivor Annuity	50% to Spouse If not a deferred vested or if date of termination is before 1979, reduce 5%. Otherwise use Act Equiv (see TV ERF's) No pop-up	55% to Spouse Reduction: 5% +/- 0.5% for each year (in excess of five) that the participant's and spouse's age differ Pop-Up	50% to Spouse Larger of actuarial equivalent benefits based on: 6% and 1951 GAM (male) -1/ee & -6/sp 30 year Treasury rate for month before distribution and RR 2001-62 mortality table No pop-up
Qualified Preretirement Survivor Annuity	Reduce for early commencement & QJSA election	Reduce for early commencement & QJSA election No charge to participant	Reduce for early commencement & QJSA election No charge to participant
Reinstate Early Retirement Benefit	No	No	No

Plan Name: BORGWARNER INC. RETIREMENT PLAN
EIN / PN: 13-3404508/001
Plan Sponsor: BORGWARNER INC.
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	Blytheville	Muncie Guards	Pesco
Deferred Vested			
Benefit	Accrued Benefit at Normal Retirement Date	Accrued Benefit at Normal Retirement Date	Accrued Benefit at Normal Retirement Date
Early Start	Age 55	Age 60, or Age 55 and 85 points	Age 60, or Age 55 and 85 points
ER Fact	Reduced 6/10 of 1% for each month prior to age 65	Reduced 5/9 of 1% per month prior to age 65	Reduced according to table prior to age 65
Disability			
Benefit	Accrued Benefit (No reduction)	Accrued Benefit (No reduction)	Accrued Benefit (No reduction)
Temporary	Yes. Payable to age 62 or eligibility for SS disability benefit	Yes. Payable to age 62 or eligibility for SS disability benefit	Yes. Payable to age 65 or eligibility for SS disability benefit
Special Early	None	Similar to Disability	Similar to Disability
Special Age 65			
Eligibility	None	Retired under Normal, Early, Special Early, Disability (but not Deferred Vested) Retirement or Surviving Spouses under the QJSA Form	Retired under Normal, Early, Special Early, Disability (but not Deferred Vested) Retirement or Surviving Spouses under the QJSA Form
Amount	None	Medicare Part B payable if enrolled in Part B Not payable to spouse while retiree alive	$3.00 per month
Supplemental Allowance	None	Retired under Early, Special Early or Disability Retirement Early Retirement Supp/ Interim Supp, payable to age 62-1/12	None
Options	50% Qualified Joint & Survivor Annuity Life Annuity	60% Qualified Joint & Survivor Annuity Life Annuity	50% Qualified Joint & Survivor Annuity Life Annuity
Qualified Joint & Survivor Annuity	50% to Spouse Larger of actuarial equivalent benefits based on: 6% and 1951 GAM (male) -1/ee & -6/sp 30 year Treasury rate for month before distribution and RR 2001-62 mortality table No pop-up	60% of age 62-1/12 ER Benefit to Spouse Reduction: 5% +/- 0.5% for each year (in excess of five) that the participant's and spouse's age differ No pop-up	50% to Spouse Reduction: N/A
Qualified Preretirement Survivor Annuity	Reduce for early commencement & QJSA election No charge to participant	Reduce for QJSA. For deferred vesteds, reduce for Early from 62. No charge to participant	N/A
Reinstate Early Retirement Benefit	No	Early Retirement benefit is unreduced at age 62 Reinstate unreduced benefit at age 62, if 30 years of credited service or 85 points	No

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	Decatur	Sterling Heights	New Bedford
Deferred Vested			
Benefit	Accrued Benefit at Normal Retirement Date	Accrued Benefit at Normal Retirement Date	Accrued Benefit at Normal Retirement Date
Early Start	Age 55	Age 60, or Age 55 and 85 points	Age 60
ER Fact	Reduced actuarially for retirement prior to age 65	Reduced 5/9 of 1% per month prior to age 65	Reduced 5/9 of 1% per month prior to age 65
Disability			
Benefit	Accrued Benefit (No reduction)	Accrued Benefit (No reduction)	Accrued Benefit (No reduction). $5.50 x Credited Service + $100, if eligible for SS disability benefit
Temporary	None	Yes. Payable to age 62 or eligibility for SS disability benefit	None.
Special Early	None	Similar to Disability	None
Special Age 65			
Eligibility	Retired under Normal, Early, Special Early, Disability (but not Deferred Vested) Retirement or Surviving Spouses under the QJSA Form	Retired under Normal, Early, Special Early, Disability (but not Deferred Vested) Retirement or Surviving Spouses under the QJSA Form	None
Amount	$9.60 per month	$30.00 per month, if enrolled in Part B Not payable to spouse while retiree alive	None
Supplemental Allowance	None	Retired under Early, Special Early or Disability Retirement Early Retirement Supplements / Interim Supplements payable to age 62-1/12 Some prior retirees have lifetime Supplements	None
Options	50% Qualified Joint & Survivor Annuity Life Annuity	60% Qualified Joint & Survivor Annuity Life Annuity	Contingent annuitant (incl. non-spouse beneficiary), 10year cert & continuous, Cash refund annuity, Installment payments, Lump Sum, SS level (all Act Eq)
Qualified Joint & Survivor Annuity	50% to Spouse Reduction: N/A	60% to Spouse Reduce ben 5% +/- 1/2% if more than 5 years Reapply reduce % at reinstatement, if 30 years of service or 85 points Can elect later if marries No pop-up	50% to Spouse Reduction: N/A
Qualified Preretirement Survivor Annuity	N/A	Reduce for early commencement & QJSA election No charge to participant	Reduce for early commencement & QJSA election Participant pays for QPSA
Reinstate Early Retirement Benefit	No	Early Retirement benefit is unreduced at age 62 Reinstate unreduced benefit at age 62, if 30 years of credited service or 85 points	No

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	Scott	Schwitzer/Transpro Hourly
Deferred Vested		
Benefit	Accrued Benefit at Normal Retirement Date	Accrued Benefit at Normal Retirement Date
Early Start	Age 55	Age 55
ER Fact	Reduced 5/9 of 1% per month prior to age 65	Reduced 5/12 of 1% per month prior to age 62
Disability		
Benefit	Accrued Benefit (No reduction)	Accrued Benefit reduced 5/12 of 1% per month prior to age 62
Temporary	None	None
Special Early	None	None
Special Age 65		
Eligibility	None	None
Amount	None	None
Supplemental Allowance	None	None
Options	50% Qualified Joint & Survivor Annuity Life Annuity	50%, 75%, and 100% Joint & Survivor Annuity Life Annuity, with 5 or 10 year guarantee Life Annuity
Qualified Joint & Survivor Annuity	50% to Spouse Reduction: N/A	50% to Spouse Reduction: N/A
Qualified Preretirement Survivor Annuity	Reduce for early commencement & QJSA election Participant pays for QPSA	Reduce for early commencement & QJSA election Participant pays for QPSA
Reinstate Early Retirement Benefit	No	No

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SCHEDULE SB ATTACHMENTS

Schedule SB, Line 26a
Schedule of Active Participant Data as of January 1, 2025

Attained Age	Attained Years of Credited Service[2] 0	1	2	3	4	5-9	10-14	15-19	20-24	25-29	30-34	35-39	40 & Over	Total
Under 25	0	0	0	0	0	0	0	0	0	0	0	0	0	0
25-29	0	0	0	0	0	0	0	0	0	0	0	0	0	0
30-34	0	0	0	0	0	0	0	0	0	0	0	0	0	0
35-39	0	0	0	0	0	0	0	0	0	0	0	0	0	0
40-44	0	0	1	0	0	0	1	0	0	0	0	0	0	2
45-49	0	0	0	0	0	2	10	0	0	0	0	0	0	12
50-54	0	1	1	2	1	3	14	13	3	0	0	0	0	38
55-59	2	2	1	1	0	7	39	24	31	7	0	0	0	114
60-64	4	1	1	6	0	11	29	37	18	26	1	0	1	135
65-69	5	4	1	0	0	3	3	5	1	4	6	0	0	32
70 & over	0	1	0	0	0	0	1	3	2	0	0	1	0	8
Total	11	9	5	9	1	26	97	82	55	37	7	1	1	341

Average:	Age	60	Number of Participants:	Fully vested	341	Males	257	
	Service	16		Partially vested	0	Females	84	

Census data as of January 1, 2025

[2] Age and service for purposes of determining category are based on exact (not rounded) values.

Plan Name: BORGWARNER INC. RETIREMENT PLAN
EIN / PN: 13-3404508/001
Plan Sponsor: BORGWARNER INC.
Valuation Date: January 1, 2025

SCHEDULE SB ATTACHMENTS

Schedule SB, Line 26b
Schedule of Projection of Expected Benefit Payments

Plan Year	Active Participants	Terminated Vested Participants	Retired Participants and Beneficiaries Receiving Payments	Total
2025	2,311,216	2,308,908	9,707,727	14,327,851
2026	1,876,318	643,218	9,431,742	11,951,278
2027	1,650,201	914,902	9,084,089	11,649,192
2028	1,791,713	935,257	8,728,753	11,455,723
2029	1,490,193	911,934	8,371,637	10,773,764
2030	1,330,343	914,810	8,008,093	10,253,246
2031	1,068,903	1,166,437	7,639,922	9,875,262
2032	915,561	1,053,886	7,268,752	9,238,199
2033	808,558	1,141,320	6,896,206	8,846,084
2034	713,565	1,038,677	6,522,096	8,274,338
2035	593,848	1,156,429	6,146,215	7,896,492
2036	507,604	1,195,608	5,770,043	7,473,255
2037	451,753	1,223,366	5,394,589	7,069,708
2038	430,451	1,201,022	5,021,712	6,653,185
2039	381,060	1,188,725	4,653,347	6,223,132
2040	360,374	1,195,969	4,290,114	5,846,457
2041	345,938	1,223,048	3,934,047	5,503,033
2042	334,728	1,173,855	3,586,376	5,094,959
2043	319,585	1,119,043	3,248,894	4,687,522
2044	298,106	1,083,761	2,923,491	4,305,358
2045	286,761	1,048,156	2,612,106	3,947,023
2046	275,138	1,010,314	2,316,602	3,602,054
2047	266,460	968,407	2,038,658	3,273,525
2048	254,356	923,579	1,779,701	2,957,636
2049	240,747	876,758	1,540,828	2,658,333
2050	230,008	828,115	1,322,741	2,380,864
2051	216,637	777,886	1,125,728	2,120,251
2052	203,647	726,387	949,609	1,879,643
2053	190,083	674,008	793,897	1,657,988
2054	176,070	621,213	657,772	1,455,055
2055	161,760	568,515	540,049	1,270,324
2056	147,322	516,443	439,367	1,103,132
2057	132,952	465,521	354,173	952,646
2058	118,852	416,227	282,823	817,902
2059	105,223	368,988	223,696	697,907
2060	92,243	324,187	175,211	591,641
2061	80,059	282,164	135,867	498,090
2062	68,789	243,198	104,278	416,265
2063	58,517	207,485	79,188	345,190
2064	49,290	175,154	59,476	283,920
2065	41,118	146,266	44,161	231,545
2066	33,976	120,803	32,398	187,177

Plan Name: BORGWARNER INC. RETIREMENT PLAN
EIN / PN: 13-3404508/001
Plan Sponsor: BORGWARNER INC.
Valuation Date: January 1, 2025

SCHEDULE SB ATTACHMENTS

2067	27,814	98,677	23,471	149,962
2068	22,566	79,726	16,781	119,073
2069	18,150	63,721	11,834	93,705
2070	14,477	50,402	8,228	73,107
2071	11,452	39,481	5,639	56,572
2072	8,987	30,656	3,807	43,450
2073	6,995	23,628	2,533	33,156
2074	5,399	18,105	1,661	25,165

SCHEDULE SB ATTACHMENTS

Schedule SB, Line 22
Description of Weighted Average Retirement Age
as of January 1, 2025

See Schedule SB, Part V - Statement of Actuarial Assumptions/Methods for retirement rates. The average retirement age for Line 22 was calculated by determining the average age at retirement for those current active participants expected to reach retirement, based on all current decrements assumed.

Plan Name:	BORGWARNER INC. RETIREMENT PLAN
EIN / PN:	13-3404508/001
Plan Sponsor:	BORGWARNER INC.
Valuation Date:	January 1, 2025

SCHEDULE SB ATTACHMENTS

Schedule SB, Line 26b
Schedule of Projection of Expected Benefit Payments

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2051	216,637	777,886	1,125,728	2,120,251
2052	203,647	726,387	949,609	1,879,643
2053	190,083	674,008	793,897	1,657,988
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2056	147,322	516,443	439,367	1,103,132
2057	132,952	465,521	354,173	952,646
2058	118,852	416,227	282,823	817,902
2059	105,223	368,988	223,696	697,907
2060	92,243	324,187	175,211	591,641
2061	80,059	282,164	135,867	498,090
2062	68,789	243,198	104,278	416,265
2063	58,517	207,485	79,188	345,190
2064	49,290	175,154	59,476	283,920
2065	41,118	146,266	44,161	231,545
2066	33,976	120,803	32,398	187,177

Plan Name: BORGWARNER INC. RETIREMENT PLAN
EIN / PN: 13-3404508/001
Plan Sponsor: BORGWARNER INC.
Valuation Date: January 1, 2025

SCHEDULE SB ATTACHMENTS

2067	27,814	98,677	23,471	149,962
2068	22,566	79,726	16,781	119,073
2069	18,150	63,721	11,834	93,705
2070	14,477	50,402	8,228	73,107
2071	11,452	39,481	5,639	56,572
2072	8,987	30,656	3,807	43,450
2073	6,995	23,628	2,533	33,156
2074	5,399	18,105	1,661	25,165

SCHEDULE SB ATTACHMENTS

Schedule SB, Part V
Summary of Plan Provisions

FORMER EMPLOYEES OF THE MUNCIE PENSION PLAN

Plan Provisions	
Plan sponsor	BorgWarner Diversified Transmission Products, Inc. Muncie Plant
Plan	Retirement Income Program of BorgWarner Diversified Transmission Products, Inc. Muncie Plant
Effective date and most recent amendment	Effective October 1, 1950. The plan was merged into the BorgWarner Inc. Retirement Plan as of December 31, 2014.
Plan year	The 12 month period beginning each January 1.

SCHEDULE SB ATTACHMENTS

Coverage and participation

Members of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW, and its Local 287 employed on September 7, 1989 who had attained age 21 and earned 1,000 hours during a 12 month consecutive period beginning on the date of hire, or in any succeeding 12 month period.

An employee is not eligible to participate if the employee:

- was not employed in a bargaining unit on September 7, 1989, or
- was hired after on or after September 7, 1989.

After September 7, 1989, employees permanently cease accruing a benefit and credited service if they:

- quit, discharge, or have seniority broken.
- elect to participate in the BorgWarner Diversified Transmission Products Inc. Muncie Plant Retirement Savings Plan (Muncie RSP).
- upon recall, have a 1988 or 1989 seniority date (if laid off prior to March 12, 1998) and are under age 50 with 20 or fewer years of service as of December 31, 1997.

After April 24, 2009, all employees cease accruing benefits and credited service due to the plant shutdown.

Definitions

Vesting service

Prior to January 1, 1976, one year of vesting service is received for each year of credited service. On or after January 1, 1976 one year of vesting service is earned for each calendar year in which the employee earns at least 1,000 hours with the employer or an affiliate. No vesting service is earned if less than 1,000 hours are earned in a calendar year.

Credited service

As of October 1, 1950, credited service was set equal to the greater of the years of seniority or actual years of employment.

On or after October 1, 1950, one year of credited service is earned for each calendar year in which the employee earns at least 1,600 hours. A fractional year's credited service, rounded to the nearest 1/12, is earned if less than 1,600 hours is earned in a calendar year.

After April 24, 2009, all employees cease accruing benefits and credited service due to the plant shutdown.

SCHEDULE SB ATTACHMENTS

Normal retirement date (NRD)	Age 65 and 5 years of participation
Normal form of benefit	Normal form of income is a monthly payment for the life of the participant. If married, the 75% Qualified Joint and Survivor Annuity option will be deemed to have been automatically elected, unless the retiree elects otherwise.

Eligibility for Benefits

Normal retirement	Age 65 and 5 years of participation
Early retirement	• Eligibility is met upon meeting one of the following conditions: • Age 60 and 10 years of credited service, • Age 55 and age plus years of credited service totals at least 85 points, or • Any age and 30 years of credited service. For determining eligibility for an early retirement benefit, credited service includes service earned under the Muncie RSP. Only employees who reached eligibility by April 24, 2009 are eligible for these benefits.
Early retirement supplemental allowance	Participants who retire under the early, special early, or disability retirement provisions of the plan, with 30 or more years of credited service. The early retirement supplemental allowance is payable to age 62-1/12 (or later age according to the Post 1937 Social Security Schedule). If the participant elects to receive a Social Security benefit prior to the age set forth in the Post 1937 Social Security Schedule, the supplemental allowance will cease. If a participant's benefit is frozen and credited service under this plan plus service under the Muncie RSP totals at least 30 years, the participant will be eligible for the Early Retirement Supplemental Benefit. The offsets shall also include a benefit that is the actuarial equivalent of BorgWarner Retirement Account under the Muncie RSP.
Special early retirement (company consent required)	Unable to work efficiently by reason of a permanent disability, at least age 55 and less than age 65, with at least 10 years of credited service,

	and retirement under mutually satisfactory conditions acceptable to the participant, company, and union.
Interim supplemental allowance	Participants who retire before age 62 under the early retirement provision of the plan, with less than 30 or more years of credited service, on or after March 12, 2001. The interim supplemental allowance is payable to age 62-1/12 (or later age according to the Post 1937 Social Security Schedule). If the participant elects to receive a Social Security benefit prior to the age set forth in the Post 1937 Social Security Schedule, the interim supplemental allowance will cease. If a participant's benefit is frozen and Muncie RSP service is required for eligibility to receive an early retirement benefit, then the interim supplemental allowance is not payable.
Postponed retirement	Retirement after NRD
Vested termination	5 years of vesting service or 10 years of credited service
Disability:	
• Monthly	Total and permanent disability as determined by the Board of Administrators and 10 years of credited service
• Temporary	If the participant is not eligible for an unreduced Social Security benefit, a temporary benefit equal to years of credited service multiplied by the applicable benefit rate in effect on day the employee became totally and permanently disabled will be paid until age 62-1/12 (or later age according to the Post 1937 Social Security Schedule), or the age the participant becomes eligible for an unreduced Social Security disability benefit, if earlier. If the participant elects to receive a Social Security benefit prior to the age set forth in the Post 1937 Social Security Schedule, the temporary benefit will cease. If a participant's benefit is frozen and Muncie RSP service is required for eligibility to receive a disability benefit, then the temporary monthly benefit is not payable.

Special age 65 benefit	Any retiree who retired under the normal, late, early, special early, or disability (but not deferred vested) retirement provisions of the plan. Surviving spouses of employees who elected a joint and survivor annuity (including surviving spouse of employees who die while in active service), other than spouses of terminated participants eligible for or receiving a deferred vested benefit, are also eligible to receive a Special Age 65 Benefit. Participants who elected to participate in the Muncie RSP are not eligible for the Special Age 65 Benefit.
Pre-retirement death benefit	Eligible for an early retirement benefit or a deferred vested retirement benefit and married for at least one year.

Benefits Paid Upon the Following Events

Normal retirement

Accrued benefit payable at normal retirement date.

The normal retirement benefit is offset for any “Other Benefits” payable from a Company sponsored defined benefit plan for concurrent service.

The accrued monthly benefit based on a participant’s years of credited service and benefit rate in effect on date of retirement as given in the table below:

Date of Retirement	Benefit Rate ($)
04/01/2000 - 03/31/2001	28.50
04/01/2001 - 03/31/2002	29.50
04/01/2002 - 03/31/2003	30.50
04/01/2003 or after	31.50

SCHEDULE SB ATTACHMENTS

Early retirement

Accrued benefit deferred to age 65 or a reduced early retirement benefit. The early retirement percentage factors, which are prorated for intermediate ages, are shown below.

Age at Commencement	Early Retirement Factor (%)	Age at Commencement	Early Retirement Factor (%)
47	30.4	55	57.9
48	32.8	56	63.5
49	35.4	57	69.4
50	38.3	58	75.2
51	41.5	59	80.8
52	45.0	60	86.7
53	48.9	61	93.3
54	53.2	62 or older	100.0

For participants who retire with either

- 30 or more years of credited service or
- 85 or more points (based on credited service),

the early retirement reduction will be removed upon attaining age 62-1/12 (or later age according to the Post 1937 Social Security Schedule). The early retirement reduction is not eliminated if RSP Service was required for commencement of an early retirement benefit, except for retirements with 30 or more years of service.

The early retirement benefit is offset for any “Other Benefits” payable from a company sponsored defined benefit plan for concurrent service.

SCHEDULE SB ATTACHMENTS

Early retirement supplemental allowance

The supplemental monthly allowance for employees that retire on or after March 12, 1998 is the difference between the amount shown in the following table and the sum of:

- the early retirement benefit, prior to reduction for a joint and survivor normal or optional form of payment, and
- any temporary benefit, payable under the disability and special early retirement provisions of the plan.

Date of Retirement	Total Monthly Amount ($)
03/12/1998 - 03/31/2001	1,800
04/01/2001 - 03/31/2002	1,900
04/01/2002 - 03/31/2003	2,000
04/01/2003 or after	2,100

The early retirement supplemental allowance is payable to age 62-1/12 (or later age according to the Post 1937 Social Security Schedule). If the participant elects to receive a Social Security benefit prior to the age set forth in the Post 1937 Social Security Schedule, the supplemental allowance will cease.

The early retirement supplemental allowance is limited, if necessary, so the retirement benefit plus supplemental allowance does not exceed 70% of participant's final monthly base pay.

The Post 1937 Social Security Schedule with the age at which an applicable benefit terminates is shown below.

Birth Year	Age Benefit Stops
1937 or earlier	62-1/12
1938	62-2/12
1939	62-4/12
1940	62-6/12
1941	62-8/12
1942	62-10/12
1943 - 1954	63-0/12
1955	63-2/12
1956	63-4/12
1957	63-6/12
1958	63-8/12
1959	63-10/12
1960 or after	64-0/12

SCHEDULE SB ATTACHMENTS

Special early retirement (company consent required):

- Monthly benefit — Accrued benefit payable immediately.

- Temporary monthly benefit — A temporary benefit equal to a participant's years of credited service multiplied by the applicable benefit rate from the following table will be paid until age 62-1/12 (or later age according to the Post 1937 Social Security Schedule) or the age the employee becomes eligible for an unreduced Social Security disability benefit, if earlier.

Date of Retirement	Benefit Rate ($)
04/01/2000 - 03/31/2001	23.50
04/01/2001 - 03/31/2004	25.00
04/01/2004 - 03/31/2005	26.00
04/01/2005 or after	26.50

If the participant elects to receive a Social Security benefit prior to the age set forth in the Post 1937 Social Security Schedule, the temporary benefit will cease.

If a participant's benefit is frozen and Muncie RSP service is required for eligibility to receive a Special Early Retirement Benefit, then the temporary monthly benefit is not payable.

The special early retirement benefit is offset for any "Other Benefits" payable from a Company sponsored defined benefit plan for concurrent service.

Interim supplemental allowance

The monthly allowance payable to applicable participants retiring on or after March 11, 2001 is based on the participant's age at retirement and is equal to the credited service at retirement multiplied by the applicable supplemental rate (which is prorated for intermediate ages) from the following table.

Age at Retirement	Supplemental Rate ($)
54 or younger	0.00
55	7.05
56	8.70
57	10.20
58	11.85
59	13.35
60	15.00
61	15.00

SCHEDULE SB ATTACHMENTS

Postponed retirement

Accrued benefit calculated using credited service and benefit rate in effect as of the late retirement date.

The late retirement benefit is offset for any "Other Benefits" payable from a company sponsored defined benefit plan for concurrent service.

Vested termination

Accrued benefit, based on monthly benefit rate in effect at date of termination, deferred to age 65. A reduced benefit is payable at age 60 or at age 55, if age plus years of credited service totals 85 or more points. The benefit reduction for early commencement is 5/9 of 1% for each month that the benefit begins before age 65.

The deferred vested benefit is offset for any "Other Benefits" payable from a company sponsored defined benefit plan for concurrent service.

Disablement:

- Monthly

Accrued benefit is payable after the participant has been totally and permanently disabled for 26 weeks. Benefits are paid monthly while totally and permanently disabled until reaching age 65. At age 65 the normal retirement benefit, based on credited service at the time of disability, becomes payable.

- Temporary

In addition, if the participant is not eligible for an unreduced Social Security benefit, a temporary benefit equal to years of credited service multiplied by the applicable benefit rate in effect on day the employee became totally and permanently disabled will be paid until age 62-1/12 (or later age according to the Post 1937 Social Security Schedule), or the age the participant becomes eligible for an unreduced Social Security disability benefit, if earlier.

Date of Retirement	Benefit Rate ($)	Maximum Benefit ($)
04/01/2000 - 03/31/2001	23.50	705.00
04/01/2001 - 03/31/2004	25.00	725.00
04/01/2004 - 03/31/2005	26.00	740.00
04/01/2005 or after	26.50	750.00

The disability retirement benefit is offset for any "Other Benefits" payable from a company sponsored defined benefit plan for concurrent service.

SCHEDULE SB ATTACHMENTS

Special age 65 benefit

Upon attaining age 65 (or age the participant becomes enrolled in the Medicare Part B insurance program), an eligible retiree or surviving spouse that is enrolled in the Medicare Part B insurance program will receive a monthly benefit equal to the Medicare Part B Premium. For participants who retire on or after May 1, 2006, the Medicare Part B Premium is capped at $88.50 per month.

Pre-retirement death

The surviving spouse will receive a survivor benefit calculated as if the employee had:

- retired or terminated employment immediately prior to his or her date of death,
- survived until the earliest benefit commencement date, and retired,
- elected the qualified joint and survivor annuity, and
- died immediately thereafter.

The benefit will begin on the earliest date the participant would have been eligible to retire and commence benefit payments.

Other Plan Provisions

Forms of payment:

- Normal form

Normal form of income is a monthly payment for the life of the participant. If married, the 75% qualified joint and survivor annuity option will be deemed to have been automatically elected, unless the retiree elects otherwise.

- Optional forms

Joint and survivor annuity with a 50%, 60%, 75%, or 100% survivor benefit payable to spouse at death of retiree. A lump sum or 15-year certain option is available for terminated vested participants who were part of the Shutdown Agreement.

SCHEDULE SB ATTACHMENTS

Qualified joint and survivor annuity

An automatic benefit option for participants that are married for at least a year, which provides a reduced monthly benefit for the participant's lifetime and upon the participant's death, the spouse receives a portion of the reduced benefit for the spouse's lifetime. The reduction for election of this option is determined applying the actuarial equivalent factor to the retirement benefit that would have been payable on or after age 65. The amount payable to the retiree is the accrued benefit, reduced for election of the qualified joint and survivor annuity option and early commencement. The amount payable to a surviving spouse is 75% of the accrued benefit, reduced for early retirement if the early retirement reduction is not eliminated at age 62-1/12 (or later age according to the Post 1937 Social Security Schedule), and further reduced for the election of the qualified joint and survivor annuity. Benefit payments to the surviving spouse begin immediately following the death of the participant.

If the eligible spouse predeceases the participant, then the Survivor Benefit election will be cancelled and the retirement benefit will be adjusted to eliminate the surviving spouse reduction, after providing sufficient evidence to the plan administrator.

Reduction factors for the following joint and survivor annuities:

- 50% J&S — Actuarially equivalent to the single life annuity using 6.00% interest and RP2000 projected to 2020 mortality.
- 60% J&S — 95.0%, decreased 0.5% for each year the retiree's age exceeds the spouse's age by more than 5 years, and increased 0.5% for each year the spouse's age exceeds the retiree's age by more than 5 years (maximum 97.5%).
- 75% J&S — 93.8%, decreased about 0.6% for each year the retiree's age exceeds the spouse's age by more than 5 years, and increased about 0.6% for each year the spouse's age exceeds the retiree's age by more than 5 years (maximum 96.9%).
- 100% J&S — 91.9%, decreased about 0.8% for each year the retiree's age exceeds the spouse's age by more than 5 years, and increased about 0.8% for each year the spouse's age exceeds the retiree's age by more than 5 years (maximum 95.9%).

Pension increases — N/A

SCHEDULE SB ATTACHMENTS

Plan participants' contributions	They are not required or permitted.

Future Plan Changes

None, other than those related to the plan termination amendment that was signed on August 19, 2025.

Changes in Benefits Valued Since Prior Year

None.

Substantive Commitment

None.

SCHEDULE SB ATTACHMENTS

FORMER EMPLOYEES OF THE BELLWOOD PLAN

Plan Provisions

Plan sponsor	BorgWarner, Inc.
Plan	BorgWarner, Inc. Retirement Plan
Effective date and most recent amendment	The Transmission & Engine Components, Bellwood Plant, Employees' Pension Plan (the "Bellwood Plan") merged into the BorgWarner Automotive, Inc. Retirement Plan effective July 1, 1991.
Plan year	The twelve-month period beginning each January 1.
Coverage and participation	Hourly paid employees who meet the following conditions: • Hire date prior to April 1, 1988; • Employed by the Bellwood plant of the Company on March 31, 1989; • Participated in the Bellwood Plan on March 31, 1989; • Attained age 55 on or before December 31, 1989; and • Elected on or before March 10, 1989 to continue his Bellwood Plan participation.

Definitions

Vesting service	Prior to January 1, 1976, one year of vesting service is received for each year of credited service. On or after January 1, 1976 one year of vesting service is earned for each calendar year in which the employee earns at least 1,000 hours. No vesting service is earned if less than 1,000 hours are earned in a calendar year.
Credited service	A participant is granted one year of Credited Service for every calendar year in which he receives pay for working 1,600 or more hours. In every calendar year in which a Bellwood Participant receives pay for less than 1,600 hours, every 133 hours count as a month of Credited Service and the remaining hours, if 66 or more, count as another month of Credited Service. Credited Service is computed to the nearest full month.

SCHEDULE SB ATTACHMENTS

Accrued benefits	• If Credited Service is 30 or more years, $15.50 for each year of Credited Service for the first 30 years, plus $13.00 for each year of Credited Service in excess of 30 years. • If Credited Service is less than 30 years, $13.00 for each year of Credited Service.
Average earnings	N/A
Normal retirement date (NRD)	Attainment of age 65 but not earlier than the fifth anniversary of participation in the Plan.

Eligibility for Benefits

Normal retirement	Retirement on Normal Retirement Date
Special age 65 benefit	Any retired Bellwood participant age 65 years or older who retired under the normal, early, special early, or disability (but not deferred vested) retirement provisions of the plan. Eligible surviving spouses of employees who elected a Joint & Survivor Annuity, age 65 years or older, other than spouses of terminated participants eligible for or receiving a deferred vested benefit, are also eligible to receive a Special Age 65 benefit.
Early retirement	• Age 58, with 10 years of Credited Service • Age 55, with total of age plus years of Credited Service at least 85 points • 30 years of Credited Service
Special early retirement	Bellwood participant who reaches age 55, with 10 years of Credited Service, who is retired at the option of the Company.
Postponed retirement	Retirement after Normal Retirement Date
Vested termination	5 years of Vesting Service
Disability	Total and permanent disability and 10 years of Credited Service.
Preretirement death benefit	Spouse of deceased employee who was eligible for a normal, early or deferred vested retirement benefit and married for at least one year.

SCHEDULE SB ATTACHMENTS

Qualified joint & survivor annuity	An automatic benefit option for married participants.
Supplemental allowance	Any retired Bellwood participant who retired under the early, special early, or disability retirement provisions of the plan

Benefits Paid Upon the Following Events

Normal retirement	Accrued benefit payable at normal retirement date. The normal retirement benefit is offset for any “Other Benefits” payable from a Company sponsored defined benefit plan for concurrent service.
Special age 65 benefit	$14.60 ($26.80 if both the retired Bellwood participant and the eligible spouse are living and age 65 or older).

SCHEDULE SB ATTACHMENTS

Early retirement

Accrued benefit deferred to age 65 or a reduced early retirement benefit. The early retirement percentage factors are shown below.

Age at Commencement	Early Retirement Factor[1]
50	38.3%
51	41.5%
52	45.0%
53	48.9%
54	53.2%
55	57.9%
56	63.5%
57	69.4%
58	75.2%
59	80.8%
60	86.7%
61	93.3%
62 or older	100.0%

For participants who retire with 30 or more years of credited service, the early retirement reduction will be removed upon attaining age 65.

The early retirement benefit is offset for any “Other Benefits” payable from a Company sponsored defined benefit plan for concurrent service.

Special early retirement

The sum of:

- The participant’s Accrued Benefit, and
- A Temporary Benefit equal to $13.00 per year of Credited Service, up to a maximum of 25 years.

The Temporary Benefit is not payable for any month after a former Bellwood Participant reaches age 62 or becomes eligible for Social Security Benefits.

The special early retirement benefit is offset for any “Other Benefits” payable from a Company sponsored defined benefit plan for concurrent service.

[1] Prorated for intermediate ages, rounded to the nearest 1/10%.

SCHEDULE SB ATTACHMENTS

Postponed retirement	Accrued benefit calculated using credited service and benefit rate in effect as of the late retirement date.
Vested termination	Accrued benefit payable at age 65. A reduced benefit is payable after age 55, but before age 65. The benefit reduction for early commencement is 5/9ths of 1% for each complete month that the benefit begins before age 65. The deferred vested benefit is offset for any “Other Benefits” payable from a Company sponsored defined benefit plan for concurrent service.
Disablement	The sum of: • The participant’s Accrued Benefit, and • A Temporary Benefit equal to $13.00 per year of Credited Service, up to a maximum of 25 years. The accrued benefit is payable after the participant has been totally and permanently disabled for 26 weeks. Benefits are paid monthly while totally and permanently disabled until reaching age 65. At age 65 the normal retirement benefit, based on Credited Service at the time of disability, becomes payable. The Temporary Benefit is not payable for any month after a former Bellwood Participant reaches age 62 or becomes eligible for Social Security Benefits. Any payment for disability prior to age 55 is paid as a life annuity. Payments after age 55 will be paid as a Qualified Joint & Survivor Annuity. The disability retirement benefit is offset for any “Other Benefits” payable from a Company sponsored defined benefit plan for concurrent service.
Preretirement death	The surviving spouse will receive a survivor benefit calculated as if the employee had: (1) retired or terminated employment the first day of the month coincident with or next following the date of the participant’s death, (2) survived until the participant’s earliest retirement date and retired, (3) elected the 55% Qualified Joint & Survivor Annuity, and (4) died immediately thereafter. The benefit will begin on the earliest date the participant would have been eligible to retire and commence benefit payments

SCHEDULE SB ATTACHMENTS

Qualified joint & survivor annuity

The retiree receives 95% of the monthly benefit that would have been payable as a Life Annuity, increased by 0.5% for each year in excess of 5 years that the age of the spouse exceeds the age of the participant, or decreased by 0.5% for each year in excess of 5 years that the age of the spouse is less than the age of the participant. Upon the death of the employee the surviving spouse will receive a monthly benefit of 55% of the amount in payment status for the spouse's lifetime.

If the eligible spouse predeceases the participant, then the participant may cancel the Survivor Benefit election and the retirement benefit will be restored to the amount payable without such reduction

Supplemental allowance

A participant's supplemental monthly allowance is:

- For employees with 30 or more years of Credited Service: an amount which when added to his retirement benefit shall equal $700 before age 62 and $430 thereafter until age 65
- For employees with less than 30 years of Credited Service: an amount which when added to his retirement benefit shall equal
- $500 before age 62, reduced by $1.3889 for each month that Credited Service is less than 30 years, and
- $450 thereafter to age 65, reduced by $1.25 for each month that Credited Service is less than 30 years.

If the employee is under age 60 at retirement, the amounts described in (i) and (ii) are multiplied by 60 and divided by the number of months between his retirement date and the month he would attain age 65, inclusive. The retirement benefit is calculated on the assumption that the participant commenced immediately after retirement, prior to the reduction for a joint and survivor form of payment. If the participant retires under Special Early or Disability Retirement, the retirement benefit is calculated including the Temporary Benefit, whether or not it actually applies. Further, the Supplemental Allowance is reduced for any month prior to age 62 for which the participant would be eligible for Social Security Benefits.

The supplemental allowance is payable for the month following the participant's termination date and for each month thereafter until the earlier of the month in which the participant attains age 65, dies, or ceases benefits for any other reason.

The supplemental allowance is limited, if necessary, so the retirement benefit plus supplemental allowance does not exceed 70% of

participant's final monthly base pay.

Other Plan Provisions

Frozen benefits

Service and benefit accruals were frozen on March 31, 1989 for employees who were less than 55 years old on December 31, 1989 or who had accrued less than 25 years of service on December 31, 1989.

Employees who were 55 years old on or before December 31, 1989 and had accrued at least 25 years of service on or before December 31, 1989 were given the option of:

- Continuing to accrue service and benefits under the plan, or
- Freezing their service and benefit accruals as of March 31, 1989 and participating in a defined contribution plan.

Effective April 1, 1989, all active employees participating in the BorgWarner RSP who had their service and benefit accruals frozen as of March 31, 1989 were given the option of:

- Rolling over their March 31, 1989 accrued benefit to the BorgWarner RSP, or
- Receiving their March 31, 1989 accrued benefit in the form of an annuity subject to the distribution rules of the plan.

Forms of payment

Normal form of retirement income*:* A monthly payment for the life of the participant. If married, the 55% Qualified Joint & Survivor Annuity option will be deemed to have been automatically elected, unless the retiree elects otherwise

Optional forms of retirement income:

- Life Annuity.
- Joint & Survivor Annuity with a 55% survivor benefit payable to the spouse at the death of the retiree

Pension Increases

None.

Participant contributions

None.

SCHEDULE SB ATTACHMENTS

Future Plan Changes

None, other than those related to the plan termination amendment that was signed on August 19, 2025.

Changes in Benefits Valued Since Prior Year

None

Substantive Commitment

None

SCHEDULE SB ATTACHMENTS

FORMER EMPLOYEES OF THE ASHEVILLE/GAINSVILLE PLAN

Plan Provisions

Effective date and most recent amendment	The Schwitzer Group Pension Plan for Non-Union Hourly Employees Located at Asheville and Gainesville (the "Asheville/Gainesville Plan") merged into the BorgWarner Automotive, Inc. Retirement Plan effective July 1, 1999.
Plan year	The twelve-month period beginning each January 1.
Coverage and participation	Employees who meet the following conditions: • Hire date prior to July 1, 1999; • Employed BorgWarner Automotive Turbo Systems Corporation on June 30, 1999; • Participated in the Asheville/Gainesville Plan on June 30, 1999; • Attained age 55 on or before June 30, 1999; and • Elected on or before July 1, 1999 to continue his Asheville/Gainesville Plan participation.

Definitions

Vesting service	N/A
Credited service	Credited Service shall include service credited under the Schwitzer Group Pension Plan. Credited Service shall be computed on the basis of years and nearest twelfths of a year. Any fractional period of less than one-twelfth of a year, if less than 15 days, shall be disregarded, and, if 15 days or more, shall be counted as one-twelfth of a year. Effective September 1, 1999, an employee who participates in the BorgWarner Retirement Savings Plan shall not receive any Credited Service in addition to that accrued prior to participation in the BorgWarner Retirement Savings Plan.
Pensionable pay	N/A
Accrued benefits	$10.00 for each year of Credited Service, up to a maximum of 30 years.

SCHEDULE SB ATTACHMENTS

Average earnings	N/A
Normal retirement date (NRD)	Attainment of age 65 but not earlier than the fifth anniversary of participation under the plan.

Eligibility for Benefits

Normal retirement	Age 65, but not earlier than the fifth anniversary of participation under the Plan.
Early retirement	Age 55, with 10 years of Credited Service
Postponed retirement	Retirement after Normal Retirement Date
Vested termination	5 years of Credited Service
Disability	Total and permanent disability and 15 years of Credited Service
Preretirement death benefit	Spouse of deceased employee who was eligible for a normal, early or deferred vested retirement benefit.
Qualified joint & survivor	An automatic benefit option for married participants.

Benefits Paid Upon the Following Events

Normal retirement	Accrued benefit payable at normal retirement date. The normal retirement benefit is reduced by any benefits payable to the participant under the prior plan.
Early retirement	Accrued benefit deferred to age 65 or a reduced early retirement benefit. The benefit reduction for early commencement is 1/2 of 1% for each month that the commencement date precedes the normal retirement date.
Postponed retirement	Accrued benefit calculated using credited service and benefit rate in effect as of the late retirement date.
Vested termination	Accrued benefit payable at age 65 or a reduced benefit is payable after age 55. The benefit reduction for early commencement is 1/2 of

	1% for each by which the commencement date precedes the normal retirement date.
Disablement	Accrued benefit is payable on the first day of the month next following six months of disability. The benefit is reduced, but not to less than zero, by the amount of accident or sickness benefits the participant receives under an accident or sickness plan to which the company or an affiliate of the company has contributed.
Early retirement	Accrued benefit deferred to age 65 or a reduced early retirement benefit. The benefit reduction for early commencement is 1/2 of 1% for each month that the commencement date precedes the normal retirement date.
Preretirement death	The surviving spouse will receive a survivor benefit calculated as if the employee had: (1) retired or terminated employment the first day of the month coincident with or next following the date of the participant's death, (2) survived until the participant's earliest retirement date and retired, (3) elected the Qualified Joint & Survivor Annuity, and (4) died immediately thereafter. The benefit will begin on the earliest date the participant would have been eligible to retire and commence benefit payments.
Qualified joint & survivor annuity	Provides an actuarially reduced benefit to the participant and upon the death of the participant pays 50% of the benefit that the participant would have received during the spouse's lifetime.

SCHEDULE SB ATTACHMENTS

Other Plan Provisions

Frozen benefits

Service and benefit accruals were frozen on September 1, 1999 for employees who had not attained age 55.

Employees who were 55 years old on or before September 1, 1999 were given the option of:

- Continuing to accrue service and benefits under the plan, or
- Freezing their service and benefit accruals as of September 1, 1999 and participating in a defined contribution plan.

Effective September 1, 1999, all active employees participating in the BorgWarner RSP who had their service and benefit accruals frozen as of September 1, 1999 were given the option of:

- Rolling over their September 1, 1999 accrued benefit to the BorgWarner RSP, or
- Receiving their September 1, 1999 accrued benefit in the form of an annuity subject to the distribution rules of the plan.

Forms of payment

Normal form of retirement income: A monthly payment for the life of the participant. If married, the 50% Qualified Joint & Survivor Annuity option will be deemed to have been automatically elected, unless the retiree elects otherwise.

Optional forms of retirement income:

- Life Annuity.
- Joint & Survivor Annuity with a 50%, 75% or 100% survivor benefit payable to the designated beneficiary at the death of the retiree.

Pension Increases

None.

Plan participants' contributions

None.

SCHEDULE SB ATTACHMENTS

Future Plan Changes

None, other than those related to the plan termination amendment that was signed on August 19, 2025.

Changes in Benefits Valued Since Prior Year

None.

Substantive Commitment

None.

SCHEDULE SB ATTACHMENTS

Former Employees of the Fletcher/Marshall Plan

Plan Provisions

Effective date and most recent amendment	A portion of the Eaton Corporation Pension Plan for Salaried Employees merged into the BorgWarner Automotive, Inc. Retirement Plan effective October 1, 1999.
Plan year	The twelve-month period beginning each January 1.
Coverage and participation	Transferred Eaton employees who meet the following conditions: • Participated in the Eaton Plan on September 30, 1999; • Attained age 55 on or before October 1, 1999; and • Elected to continue his Plan participation.

Definitions

Vesting service	N/A
Credited service	Credited Service is granted based on elapsed time from date of hire, counting years and nearest twelfths of a year. Credited Service is capped at 44 years. An employee who participates in the BorgWarner Retirement Savings Plan shall not receive any Credited Service in addition to that accrued prior to participation in the BorgWarner Retirement Savings Plan.
Pensionable pay	Total compensation prior to 401(k) plan deferrals. Compensation includes contingent compensation, incentive compensation, bonuses, special and overtime pay.
Accrued benefits	• 1/12 of 1.5% of Final Average Compensation, payable until the date at which the employee would become eligible for an unreduced Social Security benefit. • After such date, 1/12 of 1% of the employee's Final Average Compensation up to his Average Social Security Limit, plus 1/12 of 1.5% of the employee's Final Average Compensation in excess of his Average Social Security Limit, all multiplied by his Credited Service.

SCHEDULE SB ATTACHMENTS

Average earnings	Highest average of five consecutive calendar years in the last ten years of employment.
Social Security benefit	The average of the maximum wages covered under the Federal Insurance Contribution Act during the 35 calendar year period (excluding calendar years before 1959) preceding the date of termination/retirement.
Normal retirement date (NRD)	Attainment of age 65.

Eligibility for Benefits

Normal retirement	Age 65.
Special age 65 benefit	Any retired Eaton participant age 65 or older who retired under a normal, early, or disability (but not deferred vested) retirement provision of the plan.
Early retirement	Age 55, with 10 years of Credited Service
Postponed retirement	Retirement after Normal Retirement Date
Vested termination	5 years of Service
Disability	Total and permanent disability and eligibility for the Company's Long Term Disability plan.
Preretirement death benefit	Spouse of deceased employee who had 5 years of Service
Qualified joint & survivor annuity	An automatic benefit option for married participants.

Benefits Paid Upon the Following Events

Normal retirement	Accrued benefit payable at normal retirement date.
Special age 65 benefit	Upon attaining age 65 (or age the participant becomes enrolled in the Medicare Part B insurance program) an eligible retiree that is enrolled in the Medicare Part B insurance program will receive a monthly benefit equal to the Medicare Part B Premium.

SCHEDULE SB ATTACHMENTS

Early retirement	Accrued benefit deferred to age 65 or a reduced early retirement benefit. The benefit reduction for early commencement is ½ of 1% for each complete calendar month that the commencement date precedes age 60.
Postponed retirement	Accrued benefit calculated using credited service and benefit rate in effect as of the late retirement date.
Vested termination	Accrued benefit, otherwise payable after reaching the age unreduced Social Security benefits become payable (i.e. part 2 of Accrued Benefit) can commence at age 65. Alternately the benefit reduced for early commencement is payable at age 55. The early retirement reduction is 1/12 of 1% for each month that the commencement date precedes (a) age 60 in the case of an employee hired prior to April 1, 1985, or (b) age 65 in the case of an employee hired on or after April 1, 1985.
Disablement	Accrued benefit based upon his Final Average Compensation and Average Social Security Limit at disability and upon his Credited Service at disability plus Credited Service earned while on Long Term Disability between his age at disability and his normal retirement date. Benefit begins on the normal retirement date.
Preretirement death	The surviving spouse will receive a survivor benefit equal to 50% of the benefit that would have been payable on the participant's Normal Retirement Date under the Qualified Joint & Survivor Annuity, based on the participant's Credited Service, Average Final Annual Compensation and Average Social Security Limit on the participant's date of death. The benefit will begin immediately following the participant's death. Deferred vested participants will have their regular pension benefit actuarially reduced to cover the cost of providing the Qualified Preretirement Survivor Annuity.
Qualified joint & survivor annuity	Provides an actuarially reduced benefit to the participant and upon the death of the participant pays 50% of the benefit that the participant would have received during the spouse's lifetime.

SCHEDULE SB ATTACHMENTS

Other Plan Provisions

Frozen benefits

Service and benefit accruals were frozen on October 1, 1999 for employees who were less than 55 years old on October 1, 1999.

Employees who were 55 years old on or before October 1, 1999 were given the option of:

- Continuing to accrue service and benefits under the plan, or
- Freezing their service and benefit accruals as of October 1, 1999 and participating in a defined contribution plan.

All active employees participating in the BorgWarner RSP who had their service and benefit accruals frozen as of October 1, 1999 were given the option of:

- Rolling over their October 1, 1999 accrued benefit to a defined contribution plan, or
- Receiving their October 1, 1999 accrued benefit in the form of an annuity subject to the distribution rules of the plan.

Forms of payment

Normal form of retirement income: A monthly payment for the life of the participant. If married, the 50% Qualified Joint & Survivor Annuity option will be deemed to have been automatically elected, unless the retiree elects otherwise

Optional forms of retirement income:

- Life Annuity.
- Joint & Survivor Annuity with a 50% or 100% survivor benefit payable to the spouse at the death of the retiree.
- Lump sum.

At any time, the participant may elect to change the options, effective one year later if both the participant and spouse survive the one year waiting period.

Future Plan Changes

None, other than those related to the plan termination amendment that was signed on August 19, 2025.

Changes in Benefits Valued Since Prior Year

None.

Substantive Commitment

None.

Plan Name:	BORGWARNER INC. RETIREMENT PLAN
EIN / PN:	13-3404508/001
Plan Sponsor:	BORGWARNER INC.
Valuation Date:	January 1, 2025

SCHEDULE SB ATTACHMENTS

FORMER EMPLOYEES OF THE SCHWITZER SALARIED PLAN

Plan Provisions

Effective date and most recent amendment	The Schwitzer Salaried Plan merged into the BorgWarner Automotive, Inc. Retirement Plan effective June 15, 2000.
Plan year	The twelve-month period beginning each January 1.
Coverage and participation	Employees who meet the following conditions: • Hire date prior to September 1, 1999 • Employed by the Employer on September 1, 1999 • Participated in the Plan on August 31, 1999; and • Elected to continue participation in the Plan.

Definitions

Vesting service	N/A
Credited service	A participant is granted one month of Credited Service for each month compensation was received while actively employed or on a leave of absence due to occupational injury or disease or for which workers compensation was paid. An employee who participates in the BorgWarner Retirement Savings Plan shall not receive any Credited Service in addition to that accrued prior to participation in the BorgWarner Retirement Savings Plan.
Pensionable pay	Base salary, commissions, overtime pay and premiums, bonuses (excluding Long Term Performance Bonus Program) and incentive pay paid by the employer. Compensation shall be determined prior to reduction for pre-tax elective contributions to a cash or deferred arrangement or cafeteria plan maintained by the employer.

SCHEDULE SB ATTACHMENTS

Accrued benefits	The sum of: • 31% of Average Monthly Compensation prorated for years of Credited Service less than 30 years, and • 21% of Average Monthly Compensation in excess of Covered Compensation prorated for years of Credited Service less than 30 years and • 0.5% of Average Monthly Compensation for Credited Service in excess of 30 years.
Average earnings	Employee's average compensation during the highest consecutive 60 months out of the last 10 years of employment. Bonuses are included in the month received, not in the month accrued.
Normal retirement date (NRD)	Attainment of age 65

Eligibility for Benefits

Normal Retirement	Age 65
Early retirement	Age 55, with 10 years of Credited Service
Postponed retirement	Retirement after Normal Retirement Date
Vested termination	5 years of Credited Service
Disability	Total and permanent disability and 10 years of Credited Service
Preretirement death benefit	Spouse of deceased employee who had 5 years of Credited Service or who was eligible for a normal retirement benefit.
Post-Retirement death benefit	Spouse of employee who retired after December 31, 1997 on or after age 55 with 10 years of Credited Service.
Qualified joint & survivor	An automatic benefit option for married participants.

SCHEDULE SB ATTACHMENTS

Benefits Paid Upon the Following Events	
Normal retirement	Accrued benefit payable at normal retirement date.
Early retirement	Accrued benefit deferred to age 65 or a reduced early retirement benefit. The benefit reduction for early commencement is 5/12% for each complete month that the commencement date precedes age 62.
Postponed retirement	Accrued benefit calculated using credited service and benefit rate in effect as of the late retirement date.
Vested termination	An employee with at least 5 years of Credited Service, but less than 10 years of Credited Service, is entitled to their accrued benefit payable at age 65; An employee with at least 10 years of Credited Service may elect to commence early and receive the accrued benefit reduced 5% for each complete year that the commencement date precedes the normal retirement date.
Disablement	The sum of: • The participant's accrued benefit and • A temporary benefit equal to $2.80 per year of Credited Service. Benefits commence on the first day of the month next following six months of disability. The temporary benefit is not payable once the participant is eligible to receive Social Security Benefits. The benefit is reduced, but not to less than zero, by the amount paid due to sickness, injury or disability benefits under a Company sponsored plan, except a long-term disability income plan that is reduced for the benefits.
Preretirement death	The surviving spouse will receive a survivor benefit calculated as if the employee had: (1) retired or terminated employment the first day of the month coincident with or next following the date of the participant's death, (2) survived until the participant's earliest retirement date and retired, (3) elected the 50% Qualified Joint & Survivor Annuity, and (4) died immediately thereafter. The benefit

	will begin on the first day of the month following the participant's death.
Post-Retirement death benefit	$5,000
Qualified joint & survivor annuity	The retiree receives 90% of the monthly benefit that would have been payable as a Life Annuity increased 0.5% for each year the age of the spouse exceeds the age of the participant, or decreased 0.5% for each year the age of the spouse is less than the age of the participant. Upon the death of the participant, the surviving spouse will receive a monthly benefit of 50% of the amount in payment status for the spouse's lifetime.

Other Plan Provisions

Frozen benefits

Service and benefit accruals were frozen on September 1, 1999 for employees who were less than 55 years old on September 1, 1999.

Employees who were 55 years old on or before September 1, 1999 were given the option of:

- Continuing to accrue service and benefits under the plan, or
- Freezing their service and benefit accruals as of September 1, 1999 and participating in a defined contribution plan.

All active employees participating in the BorgWarner RSP who had their service and benefit accruals frozen as of September 1, 1999 were given the option of:

- Rolling over their September 1, 1999 accrued benefit to a defined contribution plan, or
- Receiving their September 1, 1999 accrued benefit in the form of an annuity subject to the distribution rules of the plan.

Forms of payment

Normal form of retirement income: A monthly payment for the life of the participant. If married, the 50% Qualified Joint & Survivor Annuity option will be deemed to have been automatically elected, unless the retiree elects otherwise

Optional forms of retirement income:

- Life Annuity.
- Joint & Survivor Annuity with a 50%, 75% or 100% survivor benefit payable to the spouse at the death of the retiree.

	• Certain and Life Annuity with a 5 or 10 year certain period.
Pension increases	None.
Plan participants' contributions	None.

Future Plan Changes

None, other than those related to the plan termination amendment that was signed on August 19, 2025.

Changes in Benefits Valued Since Prior Year

None.

Substantive Commitment

None.

SCHEDULE SB ATTACHMENTS

FORMER EMPLOYEES OF THE ITHACA PLAN

Plan Provisions

Effective date and most recent amendment	The Ithaca Hourly Plan merged into the BorgWarner Automotive, Inc. Retirement Plan effective December 31, 2000.
Plan year	The twelve-month period beginning each January 1.
Coverage and participation	Any hourly rated person in the Cayuga Lodge 1607 International Association of Machinists and Aerospace Workers who was employed in the Bargaining Unit of the Ithaca Plant on December 31, 1987 and who met the following conditions: • Completed 6 consecutive months of employment; • Participated in the Plan on December 31, 1987; • Attained age 55 on or before December 31, 1987; and • Elected on or before December 31, 1987 to continue participation in the Plan.

Definitions

Vesting service	N/A
Pension service	A participant is granted one year of Credited Service for every calendar year in which he works a minimum of 900 hours. In any calendar year in which an employee works fewer than 900 hours, he will receive one month of credited service for each 75 hours, and an additional month shall be credited if at least 37.5 hours remain. An employee who participates in the Ithaca Retirement Savings Plan shall not receive any Credited Service in addition to that accrued prior to participation in the Ithaca Retirement Savings Plan.
Pensionable pay	N/A
Accrued benefits	• $18.50 for each year of Credited Service, for employees remaining in the Plan

	• $16.00 for each year of Credited Service, prior to participation in the Ithaca Retirement Savings Plan.
Normal retirement date (NRD)	Age 65

Eligibility for Benefits

Normal retirement	Age 65
Early retirement	Age 60, with 10 years of Credited Service
Postponed retirement	Retirement after Normal Retirement Date
Vested termination	5 years of Credited Service
Disability	Total and permanent disability and 10 years of Credited Service after reaching age 55.
Preretirement death benefit	Spouse of deceased employee who had 5 years of Credited Service.
Qualified joint & survivor annuity	An automatic benefit option for married participants.

Benefits Paid Upon the Following Events

Normal retirement	Accrued benefit payable at normal retirement date. The normal retirement benefit is offset for any “Other Benefits” payable from a Company sponsored defined benefit plan for concurrent service.
Early Retirement	Accrued benefit deferred to age 65 or a reduced early retirement benefit. The benefit reduction for early commencement is 5/9 of 1% for each complete calendar month that the commencement date precedes age 62. The early retirement benefit is offset for any “Other Benefits” payable from a Company sponsored defined benefit plan for concurrent service.

SCHEDULE SB ATTACHMENTS

Postponed retirement	Accrued benefit calculated using credited service and benefit rate in effect as of the late retirement date.
Vested termination	Accrued benefit payable at age 65. A reduced benefit is payable after age 60, but before age 65. The benefit reduction for early commencement is 5/9ths of 1% for each complete calendar month that the benefit begins before age 65. The deferred vested benefit is offset for any “Other Benefits” payable from a Company sponsored defined benefit plan for concurrent service.
Disablement	Accrued benefit. The disability retirement benefit is offset for any “Other Benefits” payable from a Company sponsored defined benefit plan for concurrent service.
Preretirement death	The surviving spouse will receive a survivor benefit calculated as if the employee had retired or terminated employment the first day of the month coincident with or next following the date of the participant’s death and elected the 50% Qualified Joint & Survivor Annuity, reduced by 5% for the cost of the Qualified Preretirement Survivor Annuity Coverage. The benefit will begin on the earliest date the participant would have been eligible to retire and commence benefit payments. Cost: If the pre-retirement joint and survivor protection is elected and the employee survives to retirement, his benefits will be reduced by 5%.
Qualified joint & survivor annuity	Provides an actuarially reduced benefit to the participant and upon the death of the participant pays 50% of the benefit that the participant would have received during the spouse’s lifetime.

SCHEDULE SB ATTACHMENTS

Other Plan Provisions

Forms of payment	**Normal form of retirement income:** A monthly payment for the life of the participant. If married, the 50% Qualified Joint & Survivor Annuity option will be deemed to have been automatically elected, unless the retiree elects otherwise. The Joint & Survivor Annuity is calculated to be actuarially equivalent to the Life Annuity, and further reduced by 5.0% for the cost of the Qualified Preretirement Survivor Annuity Coverage. Optional forms of retirement income: • Life Annuity. • Joint & Survivor Annuity with a 50% survivor benefit payable to the designated beneficiary at the death of the retiree.
Pension Increases	None.
Plan participants' contributions	None.

Future Plan Changes

None, other than those related to the plan termination amendment that was signed on August 19, 2025.

Changes in Benefits Valued Since Prior Year

None.

Substantive Commitment

None.

SCHEDULE SB ATTACHMENTS

CASH BALANCE BENEFIT PLAN

Plan Provisions

Coverage and participation

- List of certain non-union active employees as of January 1, 2009, who were eligible for future retiree medical benefits as determined by BorgWarner. All named employees are vested in the benefit.
- Ithaca hourly employees active as of January 1, 2011 and currently eligible for future retiree medical.

Cash balance benefit

January 1, 2009 opening cash balance formula (for non-union employees):

The benefit is based on a notional account balance seeded with a one-time credit, using the credits in schedule below times the lesser of service, or 15.

Attained Age at January 1, 2009	Credit for each Year of Service	Additional Credit for Each Year of Service if Have a Spouse
Under 40	0	0
40	1,110	220
41	1,185	240
42	1,260	250
43	1,335	265
44	1,410	285
45	1,480	295
46	1,555	310
47	1,630	330
48	1,705	345
49	1,780	355
50	1,850	370
51	1,925	385
52	2,000	400
53	2,075	415
54	2,150	435
55	2,220	445

January 1, 2011 opening cash balance (for Ithaca Hourly employees):

The benefit is based on a notional account balance seeded with a one-time credit, using the schedule below:

Age	Cash Balance Credit	Cash Balance Credit for Spouse
Under 36	$5,000	$500
36	$6,150	$750
37	$7,250	$1,050
38	$8,350	$1,350
39	$9,450	$1,600
40	$10,350	$1,800
41	$11,150	$2,000
42	$11,950	$2,200
43	$12,750	$2,400
44	$13,550	$2,600
45	$14,350	$2,800
46	$15,150	$3,000
47	$15,950	$3,200
48	$16,750	$3,400
49	$17,550	$3,550
50	$18,350	$3,700
51	$19,150	$3,850
52	$19,900	$4,000
53	$20,650	$4,150
54	$21,400	$4,300
55	$22,150	$4,450

Interest will be credited annually in an amount equal to the 24 month average PPA Third Segment Rate from October.

Payment of benefits

The account balance will be available as a lump sum or various actuarial equivalent annuity options upon separation service for reason of retirement, termination, disability, or death.

Future Plan Changes

Plan Name: BORGWARNER INC. RETIREMENT PLAN
EIN / PN: 13-3404508/001
Plan Sponsor: BORGWARNER INC.
Valuation Date: January 1, 2025

SCHEDULE SB ATTACHMENTS

None, other than those related to the plan termination amendment that was signed on August 19, 2025.

Changes in Benefits Valued Since Prior Year

None.

Substantive Commitment

None.

SCHEDULE SB ATTACHMENTS

FORMER EMPLOYEES OF THE REMY INC. HOURLY PENSION PLAN

Plan Provisions

The plan was most recently amended and restated effective January 1, 2014. The plan's effective date is April 1, 1994. As of December 31, 2016, the plan was merged into the BorgWarner Inc. Retirement Plan.

Covered employees	All employees covered by the collective bargaining agreement who attain seniority. The plan is closed to new entrants.

Definitions

Vesting service	Participants become vested at the earliest of 5 elapsed years (from date of hire) in which at least 750 hours are worked during the year or 5 years of credited service.
Credited service	Participants receive 1/10th of a year of Credited Service for every 170 hours worked in a calendar year to a maximum credit of 1 year Credited Service per year. Credited Service with GM counts toward eligibility and vesting, but not benefit accrual.
Normal retirement date (NRD)	First of month coinciding with or next following the attainment of age 65 with one year of service.
Normal retirement age	Age 65 with one year of service.
Early retirement age	Earliest of age 60 with 5 years of service, age 55 with 85 age/service points, or 30 years of service.

Eligibility for Benefits

Normal retirement	Retirement on NRD.
Early retirement	Retirement before NRD and on or after the earliest of attaining age 60 and completing five years of service, age 55 with 85 age/service points, or 30 years of service.
Deferred vested termination	Termination for reasons other than death or retirement after a participant is vested, starting at age 55.

SCHEDULE SB ATTACHMENTS

Disability — Permanent and total disability prior to NRD and after ten years of service.

Preretirement death benefit — Death while eligible for normal, early, postponed, or deferred vested retirement benefits, with a surviving spouse.

Benefits Paid Upon the Following Events

Normal retirement — Applicable Job Classification Code multiplier times Credited Service.

Benefit Class Code	10/1/98 through 9/1/99	10/1/99 through 9/1/00	10/1/00 through 9/1/01	10/1/01 through 9/1/02	10/1/02 and after
A	$39.25	$40.80	$42.50	$44.50	$46.70
B	$39.50	$41.05	$42.75	$44.75	$46.75
C	$39.75	$41.30	$43.00	$45.00	$47.20
D	$40.00	$41.55	$43.25	$45.25	$47.45

SCHEDULE SB ATTACHMENTS

Early retirement

Normal Retirement Benefit reduced for retirement before age 62 (unreduced with 30 years of service). The early retirement percentage factors, which are prorated for intermediate ages, are shown below.

Age at Commencement	Early Retirement Factor (%)	Age at Commencement	Early Retirement Factor (%)
42	21.0%	52	45.0%
43	22.6%	53	48.9%
44	24.3%	54	53.2%
45	26.1%	55	57.9%
46	28.2%	56	63.5%
47	30.4%	57	69.4%
48	32.8%	58	75.2%
49	35.4%	59	80.8%
50	38.3%	60	86.7%
51	41.5%	61	93.3%

In addition to the Normal Retirement Benefit, a supplement is payable until age 62 and one month (or if the retiree is born in 1938-1941, until the retiree is eligible for 80% Social Security). For retirees with less than 30 years of service, the supplement is the applicable interim multiplier times years of service. For retirees with 30 years of service, the benefit is a fixed monthly amount.

Interim Supp	10/1/98 through 9/1/99	10/1/99 through 9/1/00	10/1/00 through 9/1/01	10/1/01 through 9/1/02	10/1/02 and after
55	$16.45	$17.10	$17.80	$18.65	$19.55
56	$19.40	$20.15	$21.00	$22.00	$23.10
57	$23.50	$24.40	$25.40	$26.60	$27.90
58	$27.50	$28.55	$29.75	$31.15	$32.70
59	$30.75	$31.90	$33.20	$34.75	$36.50
60-62	$35.55	$36.90	$38.45	$40.25	$42.25
30 & out	$2,925	$2,380	$2,480	$2,600	$2,730

SCHEDULE SB ATTACHMENTS

Deferred vested termination

After a participant is vested, the accrued benefit as of the Termination Date is payable at the Normal Retirement Age, or reduced benefit if retire prior to the Normal Retirement Age. The early retirement percentage factors, which are prorated for intermediate ages, are shown below.

Age at Commencement	Early Retirement Factor (%)	Age at Commencement	Early Retirement Factor (%)
55	42.8%	61	71.2%
56	48.8%	62	78.4%
57	51.2%	63	85.6%
58	55.5%	64	92.8%
59	59.6%	65	100.0%
60	64.0%		

Disablement

After 10 years of service, the Normal Retirement Benefit as of the date of disability payable immediately (without reduction). In addition, a temporary benefit is paid until age 62 and one month based on the temporary multiplier times years of service.

10/1/98 through 9/1/99	10/1/99 through 9/1/00	10/1/00 through 9/1/01	10/1/01 through 9/1/02	10/1/02 and after
$37.40	$38.85	$40.45	$42.35	$44.45

Death

Prior to eligibility for retirement, 50% of the Normal Retirement Benefit is paid to the surviving spouse commencing on the first of the month following the month in which the employee would have been eligible to retire at the option of the employee. After eligibility for retirement, the benefit is 65% of the Normal Retirement Benefit.

Other Plan Provisions

Forms of payment

Normal form of income is a monthly payment for the life of the participant. If married, the 65% joint and survivor annuity option will be deemed to have been automatically elected, unless the retiree elects otherwise. Optional forms of payment include a joint and survivor annuity with a 75% survivor benefit payable to spouse at death of retiree.

Pension Increases

None.

SCHEDULE SB ATTACHMENTS

Plan participants' contributions	None.
Maximum limits on benefits and pay	All benefits and pay for any calendar year may not exceed the maximum limitations for that year as defined in the Internal Revenue Code.

Future Plan Changes

None, other than those related to the plan termination amendment that was signed on August 19, 2025.

Changes in Benefits Valued Since Prior Year

None.

SCHEDULE SB ATTACHMENTS

FORMER EMPLOYEES OF THE REMY INC. SALARIED PENSION PLAN

Plan Provisions

The plan was most recently amended and restated effective January 1, 2014. The plan's effective date is August 1, 1994. As of December 31, 2016, the plan was merged into the BorgWarner Inc. Retirement Plan.

Covered employees	Employees age 21 and older with 1 year of Eligibility Service; no new participants after June 30, 2006.

Definitions

Vesting service	One year for each Plan Year that an employee works 1,000 hours.
Credited service	Participants receive 1/10th of a year of Credited Service for every 160 hours worked in a Plan Year to a maximum credit of 1 year Credited Service (GM service counts toward eligibility and vesting); service is frozen as of June 30, 2006.
Average monthly compensation	Average of a participant's Monthly Salary for the 60 consecutive months out of the 120 months immediately preceding the participant's date of termination, retirement, death, or change in employment status; frozen as of June 30, 2006.
Compensation considered	Base compensation (including 401(k) and 125 elections, but excluding overtime pay and bonuses); compensation is frozen as of June 30, 2006.
Normal retirement date (NRD)	First of month coinciding with or next following the attainment of age 65 with one year of service.
Normal retirement age	Age 65
Early retirement age	Age 55 with 10 years of service (or 85 age/service points or 30 years of service if hired before January 1, 1988).

SCHEDULE SB ATTACHMENTS

Eligibility for Benefits

Normal retirement	Retirement on NRD.
Early retirement	Retirement before NRD and on or after age 55 with 10 years of service (or 85 age/service points or 30 years of service if hired before January 1, 1988).
Deferred vested termination	Termination for reasons other than death or retirement after a participant is vested.
Disability	Permanent and total disability prior to NRD and after ten years of service.
Preretirement death benefit	Death while eligible for normal, early, postponed, or deferred vested retirement benefits, with a surviving spouse.

Benefits Paid Upon the Following Events

Normal retirement	1.25% of Average Monthly Earnings times Credited Service (a minimum benefit of $60 times Credited Service if the participant is a transferred employee, was hired before January 1, 1988, and has 30 years of service, 85 age/service points, or is age 60 with 10 years of vesting service).
Late retirement	Greater of: the benefit calculated at the actual date of retirement or the benefit calculated at the Normal Retirement Date increased by 5/12% for each full calendar month that payment starts after Normal Retirement Date.
Early retirement	Normal Retirement Benefit reduced for retirement before age 62 (effective 8/1/2000 early retirement reductions for benefits accrued after 8/1/2000 differ for highly compensated employees).
Deferred vested termination	After a participant is vested, the accrued benefit as of the Termination Date is payable at the Normal Retirement Age.
Disablement	The Normal Retirement Benefit as of the date of disability payable immediately (without reduction). In addition, a temporary benefit is paid until age 62 and one month based on the temporary multiplier times years of service.

SCHEDULE SB ATTACHMENTS

Death	50% of the Normal Retirement Benefit is paid to the surviving spouse commencing on the first of the month following the month in which the employee would have been eligible to retire at the option of the employee.

Other Plan Provisions

Forms of payment	Normal form of income is a monthly payment for the life of the participant. If married, the 50% joint and survivor annuity option will be deemed to have been automatically elected, unless the retiree elects otherwise. Optional forms of payment include a 60%, 75%, or 100% joint and survivor annuity.
Pension Increases	None.
Plan participants' contributions	None.
Maximum limits on benefits and pay	All benefits and pay for any calendar year may not exceed the maximum limitations for that year as defined in the Internal Revenue Code.

Future Plan Changes

None, other than those related to the plan termination amendment that was signed on August 19, 2025.

Changes in Benefits Valued Since Prior Year

None.

SCHEDULE SB ATTACHMENTS

FORMER EMPLOYEES OF THE SEVCON PENSION PLAN

Plan Provisions

The plan was amended and restated as of January 1, 2007. The most recent amendment was executed May 6, 2014. As of September 30, 2020, the plan was merged into the BorgWarner Inc. Retirement Plan.

Covered employees	Any employee who has completed one year of service and attained age 21. No new entrants after September 30, 2010.

Definitions

Vesting service	One year for each plan year that an employee works 1,000 hours
Pension service	One year for each plan year that an employee works 1,000 hours
Pensionable pay	Annual rate of base pay in effect on October 1 of each year
Average earnings	Annual pensionable pay averaged over the five consecutive years that produces the highest average
Normal retirement date (NRD)	Age 65
Accrued benefit	An annual pension (payable in the normal form) beginning on one's Normal Retirement Date, which equals the greatest of (i), (ii) and (iii) below: (i) The product of 1% of Average Annual Compensation multiplied by years of Credited Service (ii) The difference between (a) 1.75% of Average Annual Compensation multiplied by years of Credited Service and (b) the Maximum Offset Allowance determined in accordance with the Internal Revenue Code Section 401(l) (iii) The accrued benefit as of September 30, 1989 determined under the plan in effect as of September 30, 1989.

Monthly preretirement death benefit	75% of the monthly pension benefit as of the date of death, reduced for the 75% joint and survivor election and reduced for payment as early as the participant's 55th birthday

Eligibility for Benefits

Normal retirement	Retirement on NRD
Early retirement	Retirement before NRD and on or after both attaining age 55 and completing five years of vesting service
Postponed retirement	Retirement after NRD
Deferred vested termination	Termination for reasons other than death or retirement after completing five years of vesting service
Preretirement death benefit	Death while eligible for normal, early, postponed, or deferred vested retirement benefits, with a surviving spouse

Benefits Paid Upon the Following Events

Normal retirement	The annual pension benefit determined as of NRD
Early retirement	The vested accrued benefit commencing on Normal Retirement Date or an immediate pension in the normal form equal to the vested accrued benefit actuarially reduced to reflect the early commencement date
Postponed retirement	Accrued benefit as of actual retirement date actuarially increased to reflect the late commencement date
Deferred vested termination	A participant who terminates with vested rights will receive a deferred pension commencing on his or her Normal Retirement Date equal to the vested accrued benefit. Such participant may instead receive an early retirement pension reduced in the manner described above

Preretirement death	(i)	Designated beneficiaries of active participants who die after becoming vested will receive a lifetime pension (commencing on the participant's earliest retirement date) determined as if the participant retired immediately before dying and had elected to receive a monthly pension in the 75% joint-and-survivor form.
	(ii)	Designated beneficiaries of terminated participants with vested deferred pension at age 65 who die before benefits actually commence will receive a monthly lifetime pension determined as if the vested terminated participant retired the day before dying and was going to receive a pension in the 75% joint-and-survivor form payable on his or her earlier retirement date.

Other Plan Provisions

Forms of payment	Normal Form: Life annuity for single participants and actuarially equivalent 75% joint and survivor annuity for married participants Optional Forms: Joint and survivor annuity with a 50% or 100% survivor benefit payable, or a 10-year certain option
Pension Increases	None
Plan participants' contributions	They are not required or permitted

Future Plan Changes

None, other than those related to the plan termination amendment that was signed on August 19, 2025.

Changes in Benefits Valued Since Prior Year

None.

SCHEDULE SB ATTACHMENTS

Summary of principal plan provisions: Inactive Locations Summary

	BorgWarner Automotive	Frankfort	Dixon
Deferred Vested			
Benefit	Accrued Benefit at Normal Retirement Date	Accrued Benefit at Normal Retirement Date	Accrued Benefit at Normal Retirement Date
Early Start	Age 55	Age 55	Age 55
ER Fact	Larger of actuarial equivalent benefits using 6% and 1971 GAM Table, or 30 year Treasury rate for month before distribution and RR 2001-62 mortality table	Reduced 5/9 of 1% per month prior to age 65	Reduced 6/10 of 1% per month prior to age 65
Disability			
Benefit	Accrued Benefit (No reduction)	Accrued Benefit (No reduction)	Accrued Benefit (No reduction)
Temporary	Yes. Payable to Normal Retirement Date	Yes. Payable to age 62 or eligibility for SS disability benefit	Yes. Payable to age 62 or eligibility for SS disability benefit
Special Early	None	Similar to Disability	None
Special Age 65			
Eligibility	None	Retired under Normal, Early, Special Early, Disability (but not Deferred Vested) Retirement or Surviving Spouses under the QJSA Form	None
Amount	None	$14.60 per month; $26.80/mo if both over 65	None
Supplemental Allowance	None	Retired under Early, Special Early or Disability Retirement Supplement to age 62 or from age 62 to 65	None
Options	Contingent annuitant (incl. non-spouse beneficiary), 10 year cert & continuous, Cash refund annuity, Installment payments, Lump Sum, SS level (all Act Eq)	55% Qualified Joint & Survivor Annuity Life Annuity	50% Qualified Joint & Survivor Annuity Life Annuity
Qualified Joint & Survivor Annuity	50% to Spouse If not a deferred vested or if date of termination is before 1979, reduce 5%. Otherwise use Act Equiv (see TV ERF's) No pop-up	55% to Spouse Reduction: 5% +/- 0.5% for each year (in excess of five) that the participant's and spouse's age differ Pop-Up	50% to Spouse Larger of actuarial equivalent benefits based on: 6% and 1951 GAM (male) -1/ee & -6/sp 30 year Treasury rate for month before distribution and RR 2001-62 mortality table No pop-up
Qualified Preretirement Survivor Annuity	Reduce for early commencement & QJSA election	Reduce for early commencement & QJSA election No charge to participant	Reduce for early commencement & QJSA election No charge to participant
Reinstate Early Retirement Benefit	No	No	No

Plan Name: BORGWARNER INC. RETIREMENT PLAN
EIN / PN: 13-3404508/001
Plan Sponsor: BORGWARNER INC.
Valuation Date: January 1, 2025

SCHEDULE SB ATTACHMENTS

	Blytheville	Muncie Guards	Pesco
Deferred Vested			
Benefit	Accrued Benefit at Normal Retirement Date	Accrued Benefit at Normal Retirement Date	Accrued Benefit at Normal Retirement Date
Early Start	Age 55	Age 60, or Age 55 and 85 points	Age 60, or Age 55 and 85 points
ER Fact	Reduced 6/10 of 1% for each month prior to age 65	Reduced 5/9 of 1% per month prior to age 65	Reduced according to table prior to age 65
Disability			
Benefit	Accrued Benefit (No reduction)	Accrued Benefit (No reduction)	Accrued Benefit (No reduction)
Temporary	Yes. Payable to age 62 or eligibility for SS disability benefit	Yes. Payable to age 62 or eligibility for SS disability benefit	Yes. Payable to age 65 or eligibility for SS disability benefit
Special Early	None	Similar to Disability	Similar to Disability
Special Age 65			
Eligibility	None	Retired under Normal, Early, Special Early, Disability (but not Deferred Vested) Retirement or Surviving Spouses under the QJSA Form	Retired under Normal, Early, Special Early, Disability (but not Deferred Vested) Retirement or Surviving Spouses under the QJSA Form
Amount	None	Medicare Part B payable if enrolled in Part B Not payable to spouse while retiree alive	$3.00 per month
Supplemental Allowance	None	Retired under Early, Special Early or Disability Retirement Early Retirement Supp/ Interim Supp, payable to age 62-1/12	None
Options	50% Qualified Joint & Survivor Annuity Life Annuity	60% Qualified Joint & Survivor Annuity Life Annuity	50% Qualified Joint & Survivor Annuity Life Annuity
Qualified Joint & Survivor Annuity	50% to Spouse Larger of actuarial equivalent benefits based on: 6% and 1951 GAM (male) -1/ee & -6/sp 30 year Treasury rate for month before distribution and RR 2001-62 mortality table No pop-up	60% of age 62-1/12 ER Benefit to Spouse Reduction: 5% +/- 0.5% for each year (in excess of five) that the participant's and spouse's age differ No pop-up	50% to Spouse Reduction: N/A
Qualified Preretirement Survivor Annuity	Reduce for early commencement & QJSA election No charge to participant	Reduce for QJSA. For deferred vesteds, reduce for Early from 62. No charge to participant	N/A
Reinstate Early Retirement Benefit	No	Early Retirement benefit is unreduced at age 62 Reinstate unreduced benefit at age 62, if 30 years of credited service or 85 points	No

Plan Name: BORGWARNER INC. RETIREMENT PLAN
EIN / PN: 13-3404508/001
Plan Sponsor: BORGWARNER INC.
Valuation Date: January 1, 2025

SCHEDULE SB ATTACHMENTS

	Decatur	Sterling Heights	New Bedford
Deferred Vested			
Benefit	Accrued Benefit at Normal Retirement Date	Accrued Benefit at Normal Retirement Date	Accrued Benefit at Normal Retirement Date
Early Start	Age 55	Age 60, or Age 55 and 85 points	Age 60
ER Fact	Reduced actuarially for retirement prior to age 65	Reduced 5/9 of 1% per month prior to age 65	Reduced 5/9 of 1% per month prior to age 65
Disability			
Benefit	Accrued Benefit (No reduction)	Accrued Benefit (No reduction)	Accrued Benefit (No reduction). $5.50 x Credited Service + $100, if eligible for SS disability benefit
Temporary	None	Yes. Payable to age 62 or eligibility for SS disability benefit	None.
Special Early	None	Similar to Disability	None
Special Age 65			
Eligibility	Retired under Normal, Early, Special Early, Disability (but not Deferred Vested) Retirement or Surviving Spouses under the QJSA Form	Retired under Normal, Early, Special Early, Disability (but not Deferred Vested) Retirement or Surviving Spouses under the QJSA Form	None
Amount	$9.60 per month	$30.00 per month, if enrolled in Part B Not payable to spouse while retiree alive	None
Supplemental Allowance	None	Retired under Early, Special Early or Disability Retirement Early Retirement Supplements / Interim Supplements payable to age 62-1/12 Some prior retirees have lifetime Supplements	None
Options	50% Qualified Joint & Survivor Annuity Life Annuity	60% Qualified Joint & Survivor Annuity Life Annuity	Contingent annuitant (incl. non-spouse beneficiary), 10year cert & continuous, Cash refund annuity, Installment payments, Lump Sum, SS level (all Act Eq)
Qualified Joint & Survivor Annuity	50% to Spouse Reduction: N/A	60% to Spouse Reduce ben 5% +/- 1/2% if more than 5 years Reapply reduce % at reinstatement, if 30 years of service or 85 points Can elect later if marries No pop-up	50% to Spouse Reduction: N/A
Qualified Preretirement Survivor Annuity	N/A	Reduce for early commencement & QJSA election No charge to participant	Reduce for early commencement & QJSA election Participant pays for QPSA
Reinstate Early Retirement Benefit	No	Early Retirement benefit is unreduced at age 62 Reinstate unreduced benefit at age 62, if 30 years of credited service or 85 points	No

Plan Name: BORGWARNER INC. RETIREMENT PLAN
EIN / PN: 13-3404508/001
Plan Sponsor: BORGWARNER INC.
Valuation Date: January 1, 2025

SCHEDULE SB ATTACHMENTS

	Scott	Schwitzer/Transpro Hourly
Deferred Vested		
Benefit	Accrued Benefit at Normal Retirement Date	Accrued Benefit at Normal Retirement Date
Early Start	Age 55	Age 55
ER Fact	Reduced 5/9 of 1% per month prior to age 65	Reduced 5/12 of 1% per month prior to age 62
Disability		
Benefit	Accrued Benefit (No reduction)	Accrued Benefit reduced 5/12 of 1% per month prior to age 62
Temporary	None	None
Special Early	None	None
Special Age 65		
Eligibility	None	None
Amount	None	None
Supplemental Allowance	None	None
Options	50% Qualified Joint & Survivor Annuity Life Annuity	50%, 75%, and 100% Joint & Survivor Annuity Life Annuity, with 5 or 10 year guarantee Life Annuity
Qualified Joint & Survivor Annuity	50% to Spouse Reduction: N/A	50% to Spouse Reduction: N/A
Qualified Preretirement Survivor Annuity	Reduce for early commencement & QJSA election Participant pays for QPSA	Reduce for early commencement & QJSA election Participant pays for QPSA
Reinstate Early Retirement Benefit	No	No

Plan Name: BORGWARNER INC. RETIREMENT PLAN
EIN / PN: 13-3404508/001
Plan Sponsor: BORGWARNER INC.
Valuation Date: January 1, 2025

Plan Name	**BORGWARNER INC. RETIREMENT PLAN**
Plan Sponsor EIN	**13-3404508**
ERISA Plan #	**001**
Plan Year Ending	**12/31/2025**

The required attachment marked with an "X" in the Attachment column is included within the Accountant's Opinion attachment to Sch. H, Part III, Line 3, which consists of the entire audit report issued by the plan's Independent Qualified Public Accountant (IQPA).

Form/Schedule	Line #	Description	Attachment
5500 Sch. H	Line 3	Financial statements used in formulating the IQPA's opinion	X
5500 Sch. H	Line 4i	Schedule of Assets (Held at End of Year)	X
5500 Sch. H	Line 4i	Schedule of Assets (Acquired and Disposed of Within Year)	
5500 Sch. H	Line 4j	Schedule of Reportable Transactions	X
5500 Sch. H	Line 4a	Schedule of Delinquent Participant Contributions	