

GREENBERG TRAURIG, LLP

One Vanderbilt Avenue
New York, New York 10017
Telephone: (212) 801-9200
Facsimile: (212) 801-6400
Oscar N. Pinkas
Brian E. Greer
Leo Muchnik
Sara A. Hoffman
Jessica M. Wolfert

*Proposed Attorneys for Debtors
and Debtors in Possession*

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

In re

**INVERSIONES LATIN AMERICA POWER LTDA.,
et al.,¹**

Debtors.

Chapter 11

Case No. 23-11891 (JPM)

(Joint Administration Requested)

**DEBTORS' APPLICATION FOR ENTRY OF AN ORDER (A) AUTHORIZING AND
APPROVING THE APPOINTMENT OF EPIQ CORPORATE RESTRUCTURING, LLC
AS CLAIMS AND NOTICING AGENT AND (B) GRANTING RELATED RELIEF**

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

The above-captioned debtors and debtors in possession (collectively, the “**Debtors**”), respectfully state as follows in support of this application (this “**Application**”):

Background

1. On November 30, 2023 (the “**Petition Date**”), each of the Debtors filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.*

¹ The Debtors, together with each Debtor’s Chilean identification number, are: Inversiones Latin America Power Ltda. (76.299.635-9); San Juan S.A. (76.319.883-9); and Norvind S.A. (76.919.070-8). The location of the corporate headquarters and the service address for Inversiones Latin America Power Ltda. is Cerro El Plomo 5680, Oficina 1202, Las Condes, Santiago, Chile.

(the “**Bankruptcy Code**”) with the United States Bankruptcy Court for the Southern District of New York (the “**Court**”). The Debtors continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. As of the date hereof, no trustee, examiner or official committee of unsecured creditors has been appointed in these chapter 11 cases (the “**Chapter 11 Cases**”).

2. Contemporaneously herewith, the Debtors have filed a motion requesting joint administration of these Chapter 11 Cases pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”).

3. The Debtors are a clean energy company, headquartered in Santiago, Chile, that is engaged in the electricity generation business in northern Chile. The Debtors own and operate two wind generation plants: (a) the San Juan Project, a 193.2 MW facility located in Freirina, Vallenar in the region of Atacama and (b) the Totoral Project, a 46.0 MW facility located in Canela, in the region of Coquimbo. The San Juan Project is one of the largest, independent wind farm projects in all of Chile and has been fully operational since March 2017. The Totoral Project has been fully operational since January 2010.

4. As of the Petition Date, the Debtors have outstanding prepetition funded debt obligations in the principal amount of \$408,730,000 (the “**Indebtedness Obligations**”), consisting primarily of (a) \$391,230,000 in outstanding principal amount under their 5.125% senior secured notes due 2033 (the “**Existing Notes**”) that were issued by Debtor Inversiones Latin America Power Ltda. (“**ILAP**”) and guaranteed by Debtors San Juan S.A. (“**San Juan**”) and Norvind S.A. (“**Norvind**”) and (b) \$17,500,000 in outstanding principal amount under that certain Credit Agreement, dated as of June 15, 2021, between and among, ILAP, as borrower, San Juan and Norvind, each as guarantors, Citibank, N.A., as administrative agent, and the lenders party thereto

(as amended and supplemented and in effect from time to time, the “**LC Facility Agreement**”). The Debtors also estimate that, as of the Petition Date, they have approximately \$14,600,000 in trade and other unsecured debt.

5. Since the issuance of the Existing Notes and the entry into the LC Facility Agreement, the Debtors’ operations have been adversely affected by volatility in the Chilean energy market driven by severe drought conditions. This has resulted in lower energy generation at the wind farms, which has forced the Debtors to purchase energy at significantly higher prices in the spot market in order to satisfy their obligations under the power purchase agreements. As a result, the Debtors’ cash flows do not support their current debt service obligations.

6. Prior to the Petition Date, the Debtors engaged in extensive negotiations and discussions with an ad hoc group of holders of the Indebtedness Obligations that culminated in certain of the holders of the Existing Notes, representing approximately 80.21% of the aggregate outstanding principal amount of Indebtedness Obligations, entering into a restructuring support agreement with respect to a consensual restructuring on the terms set forth in the *Debtors’ Joint Prepackaged Chapter 11 Plan*, dated November 29, 2023 (including all exhibits and supplements thereto, the “**Plan**”) and as memorialized in the Restructuring Support Agreement, dated as of October 30, 2023 (as amended and supplemented and in effect from time to time, “**RSA**”). Thereafter, the sole lender under the LC Facility Agreement joined the RSA, as amended pursuant to the Second Amendment, on November 29, 2023, such that an additional 4.28% of holders of Indebtedness Obligations supports the Plan. As a result, pursuant to the RSA (as amended), 84.49% of the holders of Indebtedness Obligations support the Plan.

7. The Plan embodies a settlement among the Debtors and their key creditor constituencies on a consensual transaction that will reduce the Debtors’ debt service obligations

and position the Debtors for continued operations. Notably, the Plan provides that all Claims other than those of the holders of the Existing Notes and the lender under the LC Facility Agreement are unimpaired.

8. The above recitation is not a complete exposition of facts and circumstances. Additional information regarding the Debtors' business, operations, and capital structure, as well as the circumstances leading to the commencement of these Chapter 11 Cases, is set forth in the *Declaration of Esteban Moraga in Support of the Chapter 11 Petitions and Requests for First Day Relief* (the "**First Day Declaration**"),² filed on or shortly following the Petition Date and incorporated herein by reference.³

Jurisdiction and Venue

9. The Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference M-431*, dated January 31, 2012 (Preska, C.J.). This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

10. The Debtors confirm their consent, pursuant to Bankruptcy Rule 7008, to the entry of a final order by the Court in connection with this Application to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the First Day Declaration.

³ A more complete description of the Debtors' corporate structure and businesses and the events leading to the Chapter 11 Cases is set forth in the *Disclosure Statement for the Joint Prepackaged Plan of Reorganization of Inversiones Latin America Power Ltda. and Its Debtor Subsidiaries Pursuant to Chapter 11 of the Bankruptcy Code*, filed on the Petition Date.

Relief Requested

6. Pursuant to 28 U.S.C. § 156(c), Rules 9013-1(a) and 5075-1(b) of the Local Bankruptcy Rules for the Southern District of New York (the “**Local Rules**”), and the Court’s *Protocol for the Employment of Claims and Noticing Agents Under 28 U.S.C. § 156(c)* (the “**Claims Agent Protocol**”), the Debtors seek entry of an order (a) appointing Epiq Corporate Restructuring, LLC (“**Epiq**”) as claims and noticing agent (the “**Claims and Noticing Agent**”) in these Chapter 11 Cases, effective as of the Petition Date, including assuming full responsibility for the distribution of notices and the maintenance, processing, and docketing of proofs of claim filed in the Chapter 11 Cases, and (b) granting related relief. In support of this Application, the Debtors submit the *Declaration of Kate Mailloux in Support of the Debtors’ Application for Entry of an Order (A) Authorizing and Approving the Appointment of Epiq Corporate Restructuring, LLC as Claims and Noticing Agent and (B) Granting Related Relief* (the “**Mailloux Declaration**”), attached hereto as **Exhibit B**.

7. The Debtors’ selection of Epiq to act as the Claims and Noticing Agent satisfies the Claims Agent Protocol as the Debtors have obtained and reviewed engagement proposals from three other court-approved claims and noticing agents to ensure selection through a competitive process. Moreover, the Debtors submit, based on all engagement proposals obtained and reviewed, that Epiq’s rates are competitive and reasonable given Epiq’s quality of service and expertise. The terms of Epiq’s retention are set forth in the Standard Services Agreement, dated November 3, 2023, and attached hereto as **Exhibit C** (the “**Services Agreement**”).

8. A proposed form of order granting the relief requested herein is annexed hereto as **Exhibit A** (the “**Proposed Order**”).

9. Because the administration of these Chapter 11 Cases will require Epiq to perform duties outside the scope of 28 U.S.C. § 156(c), by separate application, the Debtors will seek authorization to retain and employ Epiq as administrative agent in these Chapter 11 Cases pursuant to section 327(a) of the Bankruptcy Code.

Epiq's Qualifications

10. Epiq is a chapter 11 administrator comprised of leading industry professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases. Epiq's professionals have experience in noticing, claims administration, solicitation, balloting, and facilitating other administrative aspects of chapter 11 cases and experience in matters of this size and complexity. Epiq's professionals have acted as official claims and noticing agent in many large bankruptcy cases in this district and in other districts nationwide. Epiq has developed efficient and cost-effective methods to handle the voluminous mailings associated with the noticing and claims processing portion of chapter 11 cases to ensure the efficient, orderly and fair treatment of creditors, equity security holders, and all parties in interest. Certain of Epiq's active and former cases include: *In re Yellow Corp.*, Case No. 23-11069 (Bankr. D. Del. Aug. 6, 2023); *In re Media Math Holdings, Inc.*, Case No. 23-10882 (Bankr. D. Del. June 30, 2023); *In re Lumileds Holding B.V.*, Case No. 22-11155 (Bankr. S.D.N.Y. Aug. 6, 2022); *In re The Roman Catholic Diocese of Rockville Centre, New York*, Case No. 20-12345 (Bankr. S.D.N.Y. Oct. 1, 2020); *In re Grupo Aeromexico, S.A.B. de C.V.*, Case No. 20-11563 (Bankr. S.D.N.Y. June 30, 2020); *In re Jason Industries*, Case No. 20-22766 (Bankr. S.D.N.Y. June 24, 2020); *In re Ditech Holding Corp.*, Case No. 19-10412 (Bankr. S.D.N.Y. Feb. 11, 2019); *In re Trident Holding Co., LLC*, Case No. 19-10384 (Bankr. S.D.N.Y. Feb. 10, 2019); *In re Tops Holding II Corp.*, Case No. 18- 22279 (Bankr. S.D.N.Y. Feb. 26, 2018).

11. By appointing Epiq as the Claims and Noticing Agent in these Chapter 11 Cases, the distribution of notices and the processing of any claims will be expedited, and the Office of the Clerk of the Court (the “**Clerk**”) will be relieved of the administrative burden associated with a case of this size.

Services to be Provided

12. This Application pertains only to the work to be performed by Epiq under the Clerk’s delegation of duties permitted by 28 U.S.C. § 156(c) and Local Rule 5075-1; any work to be performed by Epiq outside of this scope is not covered by this Application or by any order granting approval hereof. Specifically, Epiq will perform the following tasks in its role as Claims and Noticing Agent, as well as all quality control relating thereto, in each case as required in these Chapter 11 Cases:

- (a) Prepare and serve required notices and documents in these Chapter 11 Cases in accordance with the Bankruptcy Code, the Bankruptcy Rules and the Local Rules in the form and manner directed by the Debtors and/or the Court, including, if applicable, (i) notice of the commencement of these Chapter 11 Cases and the initial meeting of creditors under section 341(a) of the Bankruptcy Code (as applicable), (ii) notice of any claims bar date (as applicable), (iii) notices of transfers of claims, (iv) notices of objections to claims and objections to transfers of claims, (v) notices of any hearings on a disclosure statement and confirmation of a plan or plans of reorganization, including under Bankruptcy Rule 3017(d), (vi) notice of the effective date of any plan or plans, and (vii) all other notices, orders, pleadings, publications, and other documents as the Debtors or the Court may deem necessary or appropriate for an orderly administration of these Chapter 11 Cases;
- (b) If applicable, maintain an official copy of the Debtors’ schedules of assets and liabilities and statement of financial affairs (collectively, the “**Schedules**”), listing the Debtors’ known creditors and the amounts owed thereto;
- (c) Maintain (i) a list of all potential creditors, equity holders, and other parties in interest and (ii) a “core” mailing list consisting of all parties described in Bankruptcy Rules 2002(i), (j), and (k) and those parties that have filed a

notice of appearance pursuant to Bankruptcy Rule 9010; update said lists and make said lists available upon request by a party in interest or the Clerk;

- (d) If applicable, furnish a notice to all potential creditors of the last date for the filing of proofs of claim and a form for the filing of a proof of claim, after such notice and form are approved by this Court, and notify said potential creditors of the existence, amount and classification of their respective claims as set forth in the Schedules, which may be effected by inclusion of such information (or lack thereof, in cases where the Schedules indicate no debt due to the subject party) on a customized proof of claim form provided to potential creditors;
- (e) Maintain a post office box or address for the purpose of receiving claims and returned mail, and process all mail received;
- (f) For *all* notices, motions, orders or other pleadings or documents served, prepare and file or caused to be filed with the Clerk an affidavit or certificate of service within seven (7) business days of service which includes (i) either a copy of the notice served or the docket number(s) and title(s) of the pleading(s) served, (ii) a list of persons to whom it was mailed (in alphabetical order) with their addresses, (iii) the manner of service, and (iv) the date served;
- (g) Process all proofs of claim received, including those received by the Clerk, check said processing for accuracy, and maintain the original proofs of claim in a secure area;
- (h) Maintain an electronic platform for purposes of filing proofs of claim;
- (i) Maintain the official claims register for the Debtors (the "**Claims Register**") on behalf of the Clerk; upon the Clerk's request, provide the Clerk with a certified, duplicate unofficial Claims Register; and specify in the Claims Register the following information for each claim docketed: (i) the claim number assigned, (ii) the date received, (iii) the name and address of the claimant and agent, if applicable, who filed the claim, (iv) the amount asserted, (v) the asserted classification(s) of the claim (e.g., secured, unsecured, priority, etc.), and (vi) any disposition of the claim;
- (j) Except to the extent ordered otherwise by this Court, provide public access to the Claims Register, including complete proofs of claim with attachments, if any, without charge;
- (k) Implement necessary security measures to ensure the completeness and integrity of the Claims Register and the safekeeping of the original proofs of claim;

- (l) Record all transfers of claims and provide any notices of such transfers as required by Bankruptcy Rule 3001(e);
- (m) Relocate, by messenger or overnight delivery, all of the court-filed proofs of claim to Epiq's offices, not less than weekly;
- (n) Upon completion of the docketing process for all claims received to date for each case, turn over to the Clerk copies of the Claims Register for the Clerk's review (upon the Clerk's request);
- (o) Monitor the Court's docket for all notices of appearance, address changes, and claims-related pleadings and orders filed and make necessary notations on and/or changes to the Claims Register and any service or mailing lists, including to identify and eliminate duplicate names and addresses from such lists;
- (p) Identify and correct any incomplete or incorrect addresses in any mailing or service lists;
- (q) Assist in the dissemination of information to the public and respond to requests for administrative information regarding these Chapter 11 Cases as directed by the Debtors or the Court, including through the use of a case website and/or call center;
- (r) If these Chapter 11 Cases are converted to chapter 7 of the Bankruptcy Code, contact the Clerk's office within three (3) days of the notice to Epiq of entry of the order converting the case;
- (s) Thirty (30) days prior to the close of these Chapter 11 Cases, to the extent practicable, request that the Debtors submit to the Court a proposed order dismissing Epiq as Claims and Noticing Agent and terminating its services in such capacity upon completion of its duties and responsibilities and upon the closing of these Chapter 11 Cases;
- (t) Within seven (7) days of notice to Epiq of entry of an order closing these Chapter 11 Cases, provide to the Court the final version of the Claims Register as of the date immediately before the close of the Chapter 11 Cases;
- (u) Within fourteen (14) days of entry of an order dismissing a case or within twenty-eight (28) days of entry of a final decree, Epiq shall, upon consultation with the Clerk's office, forward to the Clerk an electronic version of all imaged claims; and
- (v) Within the earlier to occur of (a) fourteen (14) days of entry of an order converting the Chapter 11 Cases and (b) entry of a termination order, Epiq

shall, upon consultation with the Clerk's office, forward to the Clerk an electronic version of all imaged claims.

13. Epiq's appointment as the Claims and Noticing Agent will provide the Debtors with experienced professionals and services that are essential to the facilitation of a successful reorganization under chapter 11. Epiq will coordinate with the Debtors' other retained professionals in these cases to avoid any unnecessary duplication of services. Accordingly, the relief requested in this Application is in the best interests of the Debtors' estates and all parties in interest.

Professional Compensation

14. The Debtors respectfully request that the undisputed fees and expenses incurred by Epiq in the performance of the above services be treated as administrative expenses of the Debtors' chapter 11 estates pursuant to 28 U.S.C. § 156(c) and section 503(b)(1)(A) of the Bankruptcy Code and be paid in the ordinary course of business without further application to or order of the Court. Epiq agrees to maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and to serve monthly invoices on the Debtors, the United States Trustee, counsel for the Debtors, counsel for any official committee monitoring the expenses of the Debtors, and any party-in-interest who specifically requests service of the monthly invoices. If any dispute arises relating to the Services Agreement or monthly invoices, the parties shall meet, confer, and attempt to resolve the dispute; if resolution is not achieved, the parties may seek resolution of the matter from the Court.

15. Prior to the Petition Date, the Debtors provided Epiq with a retainer in the amount of \$25,000 (the "**Retainer**"). In addition, on November 21, 2023, Epiq received payment for actual and/or estimated prepetition fees and expenses in the amount of \$55,000. Epiq seeks to apply the Retainer to all prepetition invoices and thereafter, to have the Retainer replenished to the

original amount, and thereafter, to hold the Retainer under the Services Agreement during the Chapter 11 Cases as security for the payment of fees and expenses incurred under the Services Agreement.

16. Additionally, under the terms of the Services Agreement, the Debtors have agreed to indemnify, defend, and hold harmless Epiq and its members, directors, officers, employees, representatives, affiliates, consultants, subcontractors, and agents under certain circumstances specified in the Services Agreement, except in circumstances resulting solely from Epiq's own bad-faith, self-dealing, breach of fiduciary duty (if any), fraud, gross negligence, or willful misconduct or as otherwise provided in the Services Agreement or the Proposed Order. The Debtors believe that such an indemnification obligation is customary, reasonable, and necessary to retain the services of a Claims and Noticing Agent in these Chapter 11 Cases.

Disinterestedness

17. Although the Debtors do not propose to employ Epiq under section 327 of the Bankruptcy Code pursuant to this Application, Epiq has nonetheless reviewed its electronic database to determine whether it has any relationships with the creditors and parties in interest provided by the Debtors, and, to the best of the Debtors' knowledge, information, and belief, and except as disclosed in the Mailloux Declaration, Epiq has represented that it neither holds nor represents any interest materially adverse to the Debtors' estates in connection with any matter on which Epiq would be employed.

18. Moreover, in connection with its retention as Claims and Noticing Agent, Epiq represents in the Mailloux Declaration, among other things, that:

- (a) Epiq is not a creditor of the Debtors;

- (b) Epiq will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent in these Chapter 11 Cases;
- (c) by accepting employment in these Chapter 11 Cases, Epiq waives any rights to receive compensation from the United States government in connection with these Chapter 11 Cases;
- (d) in its capacity as the Claims and Noticing Agent in these Chapter 11 Cases, Epiq will not be an agent of the United States and will not act on behalf of the United States;
- (e) Epiq will not employ any past or present employees of the Debtors in connection with its work as the Claims and Noticing Agent in these Chapter 11 Cases;
- (f) Epiq is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is engaged;
- (g) in its capacity as Claims and Noticing Agent in these Chapter 11 Cases, Epiq will not intentionally misrepresent any fact to any person;
- (h) Epiq shall be under the supervision and control of the Clerk with respect to the receipt and recordation of any claims and claim transfers;
- (i) Epiq will comply with all requests of the Clerk and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
- (j) none of the services provided by Epiq as Claims and Noticing Agent in these Chapter 11 Cases shall be at the expense of the Clerk.

19. Epiq shall supplement its disclosure to the Court if any facts or circumstances are discovered that would require such additional disclosure.

Compliance with Claims and Noticing Agent Protocol

20. This Application complies with the Claims Agent Protocol and substantially conforms to the standard section 156(c) application in use in this Court. To the extent that there is any inconsistency between this Application, the Proposed Order, and the Services Agreement, the Proposed Order shall govern.

Basis for Relief

21. Local Rule 5075-1(b)(1) provides that “[i]n a case in which the number of creditors and equity security holders, in the aggregate, is 250 or more, the estate shall retain, subject to approval of the Court, a claims and noticing agent in accordance with the [Claims Agent Protocol].” Local Rule 5075-1(b)(2) provides that “[w]ith court approval, the estate may retain a claims and noticing agent in accordance with such protocol in a case in which the number of creditors and equity security holders, in the aggregate, is less than 250.” In light of the number of potential claimants and the complexity of the Debtors’ business, the Debtors submit that the appointment of a claims and noticing agent is either required by Local Rule 5075-1(b) or otherwise in the best interests of both the Debtors’ estates and their creditors.

22. Section 156(c) of title 28 of the United States Code governs the staffing and expenses of bankruptcy courts. This statute authorizes the Court to use “facilities” or “services” other than those of the Clerk for administration of bankruptcy cases. It states:

Any court may utilize facilities or services, either on or off the court’s premises, which pertain to the provision of notices, dockets, calendars, and other administrative information to parties in cases filed under the provisions of title 11, United States Code, where the costs of such facilities or services are paid for out of the assets of the estate and are not charged to the United States. The utilization of such facilities or services shall be subject to such conditions and limitations as the pertinent circuit council may prescribe.

28 U.S.C. § 156(c).

23. In addition, Local Rule 5075-1(a) provides:

The Court may direct, subject to the supervision of the Clerk, the use of agents either on or off the Court's premises to file Court records, either by paper or electronic means, to issue notices, to maintain case dockets, to maintain Judges' calendars, and to maintain and disseminate other administrative information where the costs of such facilities or services are paid for by the estate.

Local Rule 5075-1(a).

24. The Court has promulgated the Claims Agent Protocol "to ensure the use of competitive process in the selection of claims agents in instances where the Court has authorized such use under 28 U.S.C. § 156(c)." In compliance with the Claims Agent Protocol, the Debtors obtained and reviewed proposals from four (4) court-approved claims and noticing agents, including Epiq. The Debtors provided each court-approved claims and noticing agent the basic facts about these Chapter 11 Cases and asked each claims and noticing agent to submit a written proposal based upon such facts. The Debtors also asked each claims and noticing agent case-specific pricing questions. Ultimately, the Debtors selected Epiq based on its capabilities and favorable pricing terms.

25. Given the number of potential creditors and other parties in interest involved in these Chapter 11 Cases, the Debtors seek an order appointing Epiq as the Claims and Noticing agent in these Chapter 11 Cases, effective as of the Petition Date, pursuant to 28 U.S.C. § 156(c) and Local Rule 5075-1, to relieve this Court and the Clerk of administrative burdens.

26. At the Debtors' request, Epiq has been serving in a Claims and Noticing Agent capacity since prior to the Petition Date with assurances that the Debtors would seek approval of its employment and retention effective as of the Petition Date so that Epiq may be compensated for its pre-application services in these Chapter 11 Cases. The Debtors believe that no party in interest will be prejudiced by the granting of the employment effective as of the Petition Date, as

provided herein, because Epiq has provided and continues to provide valuable services to the Debtors' estates in the interim period.

27. Courts in this jurisdiction have routinely approved employment effective as of the petition date for claims and noticing agents similar to that requested herein. *See, e.g., In re GBG USA Inc.*, Case No. 21-11369 (Bankr. S.D.N.Y. Aug. 2, 2021) (approving appointment of claims and noticing agent effective to the petition date); *In re Century 21 Dep't Stores LLC*, Case No. 20-12097 (Bankr. S.D.N.Y. Sept. 14, 2020) (same); *In re Barneys New York, Inc.*, Case No. 19-36300 (Bankr.S.D.N.Y. Aug. 7, 2019) (same); *In re Hollander Sleep Prods., LLC*, Case No. 19-11608 (Bankr. S.D.N.Y. July 2, 2019) (same).

28. Based on the foregoing, the Debtors submit that they have satisfied the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules. Accordingly, the Debtors respectfully request entry of the Proposed Order, pursuant to section 28 U.S.C. § 156(c) and Local Rule 5075-1, approving this Application to retain and employ Epiq as the Claims and Noticing Agent in these Chapter 11 Cases, effective as of the Petition Date.

Notice

29. Notice of this Application shall be provided to the following parties or their counsel, if known (a) the Office of the United States Trustee for the Southern District of New York; (b) the holders of the thirty (30) largest unsecured claims against the Debtors (on a consolidated basis); (c) the United States Attorney's Office for the Southern District of New York; (d) the Ad Hoc Group; (e) UMB Bank, N.A.; (f) the LC Facility Agent and the Lenders under the LC Facility Agreement; (g) the Internal Revenue Service; and (h) all others that are required to be noticed pursuant to Bankruptcy Rule 2002. The Debtors submit that such notice is appropriate and sufficient under the circumstances and that no other or further notice need be provided.

No Prior Request

30. No previous application for the relief sought herein has been made by the Debtors to this or any other court.

[Remainder of this page intentionally left blank]

Conclusion

WHEREFORE, the Debtors respectfully request that this Court grant the relief requested herein and such other and further relief as is just and proper.

Dated: November 30, 2023
New York, New York

Respectfully submitted,

/s/ Oscar N. Pinkas

Oscar N. Pinkas
Brian E. Greer
Leo Muchnik
Sara A. Hoffman
Jessica M. Wolfert
Greenberg Traurig, LLP
One Vanderbilt Avenue
New York, New York 10017
Telephone: (212) 801-9200
Facsimile: (212) 801-6400
Email: PinkasO@gtlaw.com
GreerB@gtlaw.com
MuchnikL@gtlaw.com
HoffmanS@gtlaw.com
Jessica.Wolfert@gtlaw.com

*Proposed Attorneys for the Debtors
and Debtors in Possession*

Exhibit A

Proposed Order

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

In re

**INVERSIONES LATIN AMERICA POWER LTDA.,
et al.,¹**

Debtors.

Chapter 11

Case No. 23-11891 (JPM)

(Joint Administration Requested)

**ORDER (A) AUTHORIZING AND APPROVING THE APPOINTMENT
OF EPIQ CORPORATE RESTRUCTURING, LLC AS CLAIMS AND
NOTICING AGENT AND (B) GRANTING RELATED RELIEF**

Upon the application (the “**Application**”)² of the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”), for entry of an order (the “**Order**”), (a) appointing Epiq Corporate Restructuring, LLC (“**Epiq**”) as claims and noticing agent (the “**Claims and Noticing Agent**”) to, among other things, (i) distribute required notices to parties in interest, (ii) receive, maintain, docket, and otherwise administer any proofs of claim filed in the Debtors’ Chapter 11 Cases, and (iii) provide such other administrative services—as required by the Debtors—that would fall within the purview of services to be provided by the Clerk, and (b) granting related relief, all as more fully set forth in the Application; and upon the *Declaration of Kate Mailloux in Support of the Debtors’ Application for Entry of an Order (A) Authorizing and Approving the Appointment of Epiq Corporate Restructuring, LLC as Claims and Noticing Agent and (B) Granting Related Relief*; and upon the First Day Declaration; and the Debtors having estimated that there are in excess of 250 interested parties in these Chapter 11 Cases; and the Court being authorized under 28 U.S.C. §156(c) to utilize, at the Debtors’ expense, outside agents and facilities

¹ The Debtors, together with each Debtor’s Chilean identification number, are: Inversiones Latin America Power Ltda. (76.299.635-9); San Juan S.A. (76.319.883-9); and Norvind S.A. (76.919.070-8). The location of the corporate headquarters and the service address for Inversiones Latin America Power Ltda. is Cerro El Plomo 5680, Oficina 1202, Las Condes, Santiago, Chile.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Application.

to provide notices to parties in title 11 cases and to receive, docket, maintain, photocopy and transmit proofs of claim; and the Court being satisfied that the Claims and Noticing Agent has the capability and experience to provide such services and that the Claims and Noticing Agent does not hold an interest adverse to the Debtors or their estates with respect to the matters upon which it is to be engaged; and good and sufficient notice of the Application having been given; and no other or further notice being required; and it appearing that the employment of Epiq as the Claims and Noticing Agent is in the best interests of the Debtors, the estates and creditors and sufficient cause appearing; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* M-431, dated January 31, 2012 (Preska, C.J.); and this Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having reviewed the Application and having heard the statements in support of the relief requested therein at a hearing, if any, before this Court (the “**Hearing**”); and this Court having determined that the legal and factual bases set forth in the Application and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. Notwithstanding the terms of the Services Agreement, the Application is approved solely as set forth herein.
2. The Debtors are authorized to retain Epiq as Claims and Noticing Agent effective as of the Petition Date under the terms of the Services Agreement, and Epiq is authorized and directed to perform noticing services, to receive, maintain, record, and otherwise administer any

proofs of claim filed in these Chapter 11 Cases, and all related tasks, all as described in the Application.

3. Epiq shall serve as the interim custodian of court records and shall be designated as the authorized repository for any proofs of claim filed in these Chapter 11 Cases and is authorized and directed to maintain official Claims Registers for each of the Debtors, to provide public access to every proof of claim filed in these Chapter 11 Cases unless otherwise ordered by the Court, and to provide the Clerk with a certified duplicate thereof upon request of the Clerk who remains the official custodian of court records under 28 U.S.C. § 156(e).

4. Epiq is authorized and directed to provide an electronic interface for filing proofs of claim—to the extent necessary—and to obtain a post office box or address for the receipt of proofs of claim.

5. Epiq is authorized to take such other action to comply with all duties set forth in the Application.

6. The Debtors are authorized to compensate Epiq in accordance with the terms of the Services Agreement upon the receipt of reasonably detailed invoices setting forth the services provided by Epiq and the rates charged for each, and to reimburse Epiq for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation, without the need for Epiq to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses.

7. Epiq shall maintain records of all services showing dates, categories of services, fees charged, and expenses incurred. With respect to services provided prior to the effective date of a chapter 11 plan in these Chapter 11 Cases, Epiq shall serve monthly invoices on the Debtors, the United States Trustee, counsel for the Debtors, counsel for any official committee monitoring

the expenses of the Debtors, and any party in interest who specifically requests service of the monthly invoices.

8. The parties shall meet and confer to attempt to resolve any dispute which may arise relating to the Services Agreement or monthly invoices; *provided, however*, that the parties may seek resolution of the matter from this Court if resolution is not achieved.

9. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, the fees and expenses of Epiq under this Order shall be an administrative expense of the Debtors' estates.

10. Epiq may apply its Retainer to all prepetition invoices, which Retainer shall be replenished to the original amount, and thereafter, Epiq may hold its Retainer under the Services Agreement during the Chapter 11 Cases as security for the payment of fees and expenses incurred under the Services Agreement.

11. The limitation of liability in Section 8 of the Services Agreement is deemed to be of no force or effect with respect to the services to be provided pursuant to this Order during the Chapter 11 Cases.

12. All requests by Epiq for the payment of indemnification as set forth in the Services Agreement shall be made by means of an application to the Court and shall be subject to review by the Court to ensure that payment of such indemnity conforms to the terms of the Services Agreement and is reasonable under the circumstances of the litigation or settlement in respect of which indemnity is sought; *provided, however*, that in no event shall Epiq be indemnified in the case for its own bad-faith, self-dealing, breach of fiduciary duty (if any), fraud, gross negligence, or willful misconduct.

13. In the event that Epiq seeks reimbursement from the Debtors for attorneys' fees and expenses in connection with the payment of an indemnity claim pursuant to the Services Agreement, the invoices and supporting time records for the attorneys' fees and expenses shall be included in Epiq's own applications, both interim and final, but determined by this Court after notice and a hearing.

14. In the event Epiq is unable to provide the services set out in this Order, Epiq shall immediately notify the Clerk and the Debtors' attorneys and, upon approval of this Court, cause to have all original proofs of claim and computer information turned over to another claims and noticing agent with the advice and consent of the Clerk and the Debtors' attorneys.

15. The Debtors may submit a separate retention application, pursuant to section 327 of the Bankruptcy Code and/or any applicable law, for work that is to be performed by Epiq but is not specifically authorized by this Order.

16. Epiq shall not cease providing claims processing services during these Chapter 11 Cases for any reason, including nonpayment, without an order of this Court.

17. After entry of an order terminating Epiq's services as the Claims and Noticing Agent, upon the closing of these Chapter 11 Cases, or for any other reason, Epiq shall coordinate the transport of court records in proper electronic format with the Clerk's office.

18. Notwithstanding anything to the contrary in this Order, any payment made or action taken by any of the Debtors pursuant to the authority granted in this Order must be in compliance with, and shall be subject to: (a) any interim or final order approving the Debtors' use of cash collateral (the "**Cash Collateral Order**"); (b) the documentation in respect of any such use of cash collateral; and (c) the budget governing any such use of cash collateral. To the extent there is any

inconsistency between the terms of the Cash Collateral Order and this Order, the terms of the Cash Collateral Order shall control.

19. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

20. Notice of the Application as provided therein shall be deemed good and sufficient notice of such Application and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

21. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

22. In the event of any inconsistency between the Services Agreement, the Application and this Order, this Order shall govern.

23. The Debtors and Epiq are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

24. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Dated: _____, 2023
New York, New York

UNITED STATES BANKRUPTCY JUDGE

Exhibit B

Mailloux Declaration

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

In re

**INVERSIONES LATIN AMERICA POWER LTDA.,
et al.,¹**

Debtors.

Chapter 11

Case No. 23-11891 (JPM)

(Joint Administration Requested)

**DECLARATION OF KATE MAILLOUX IN SUPPORT OF DEBTORS' APPLICATION
FOR ENTRY OF AN ORDER (A) AUTHORIZING AND APPROVING THE
APPOINTMENT OF EPIQ CORPORATE RESTRUCTURING, LLC
AS CLAIMS AND NOTICING AGENT AND (B) GRANTING RELATED RELIEF**

I, Kate Mailloux, under penalty of perjury, declare as follows:

1. I am a Senior Director at Epiq Corporate Restructuring, LLC ("**Epiq**"), a chapter 11 administrative services firm with offices at 777 Third Avenue, 12th Floor, New York, NY 10017. Except as otherwise noted, I have personal knowledge of the matters set forth herein, and if called and sworn as a witness, I could and would testify competently thereto.

2. This declaration (this "**Declaration**") is made in support of the *Debtors'* *Application for Entry of an Order (A) Authorizing and Approving the Appointment of Epiq Corporate Restructuring, LLC as Claims and Noticing Agent and (B) Granting Related Relief*, filed contemporaneously herewith (the "**Application**").²

Qualifications

3. Epiq is a chapter 11 administrator comprised of leading industry professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11

¹ The Debtors, together with each Debtor's Chilean identification number, are: Inversiones Latin America Power Ltda. (76.299.635-9); San Juan S.A. (76.319.883-9); and Norvind S.A. (76.919.070-8). The location of the corporate headquarters and the service address for Inversiones Latin America Power Ltda. is Cerro El Plomo 5680, Oficina 1202, Las Condes, Santiago, Chile.

² Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Application.

cases. Epiq's professionals have experience in noticing, claims administration, solicitation, balloting, and facilitating other administrative aspects of chapter 11 cases and experience in matters of this size and complexity. Epiq's professionals have acted as official claims and noticing agent in many large bankruptcy cases in this district and in other districts nationwide. Epiq has developed efficient and cost-effective methods to handle the voluminous mailings associated with the noticing and claims processing portions of chapter 11 cases to ensure the efficient, orderly and fair treatment of creditors, equity security holders, and all parties in interest. Certain of Epiq's active and former cases include: *In re Yellow Corp.*, Case No. 23-11069 (Bankr. D. Del. Aug. 6, 2023); *In re Media Math Holdings, Inc.*, Case No. 23-10882 (Bankr. D. Del. June 30, 2023); *In re Lumileds Holding B.V.*, Case No. 22-11155 (Bankr. S.D.N.Y. Aug. 6, 2022); *In re The Roman Catholic Diocese of Rockville Centre, New York*, Case No. 20-12345 (Bankr. S.D.N.Y. Oct. 1, 2020); *In re Grupo Aeromexico, S.A.B. de C.V.*, Case No. 20-11563 (Bankr. S.D.N.Y. June 30, 2020); *In re Jason Industries*, Case No. 20-22766 (Bankr. S.D.N.Y. June 24, 2020); *In re Ditech Holding Corp.*, Case No. 19-10412 (Bankr. S.D.N.Y. Feb. 11, 2019); *In re Trident Holding Co., LLC*, Case No. 19-10384 (Bankr. S.D.N.Y. Feb. 10, 2019); *In re Tops Holding II Corp.*, Case No. 18- 22279 (Bankr. S.D.N.Y. Feb. 26, 2018).

Services to be Rendered

4. As agent and custodian of Court records pursuant to 28 U.S.C. § 156(c), Epiq will perform, at the request of the Office of the Clerk of the Court (the "**Clerk**"), the services specified in the Application and the Services Agreement, and, at the Debtors' request, any related administrative, technical, and support services as specified in the Application and the Services Agreement. In performing such services, Epiq shall charge the Debtors the rates set forth in the Services Agreement, which is attached as **Exhibit C** to the Application.

5. Epiq represents, among other things, the following:

- (a) Epiq is not a creditor of the Debtors;
- (b) Epiq will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent in these Chapter 11 Cases;
- (c) by accepting employment in these Chapter 11 Cases, Epiq waives any rights to receive compensation from the United States government in connection with these Chapter 11 Cases;
- (d) in its capacity as the Claims and Noticing Agent in these Chapter 11 Cases, Epiq will not be an agent of the United States and will not act on behalf of the United States;
- (e) Epiq will not employ any past or present employees of the Debtors in connection with its work as the Claims and Noticing Agent in these Chapter 11 Cases;
- (f) Epiq is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is to be engaged;
- (g) in its capacity as Claims and Noticing Agent in these Chapter 11 Cases, Epiq will not intentionally misrepresent any fact to any person;
- (h) Epiq shall be under the supervision and control of the Clerk with respect to the receipt and recordation of claims and claim transfers;
- (i) Epiq will comply with all requests of the Clerk and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
- (j) none of the services provided by Epiq as Claims and Noticing Agent in these Chapter 11 Cases shall be at the expense of the Clerk.

6. To the best of my knowledge and based solely upon information provided to me by the Debtors, and except as provided herein, neither Epiq, nor any employee thereof, has any materially adverse connection to the Debtors, its creditors, or other relevant parties. Epiq may have relationships with certain of the Debtors’ creditors as a vendor or in connection with cases in

which Epiq serves or has served in a neutral capacity as noticing, claims, and balloting agent for other chapter 11 debtors.

7. Epiq conducted a review, completed under my supervision, of the identified potential parties in interest (the “**Potential Parties in Interest**”) in these Chapter 11 Cases based on a query of an internal client database containing names of individuals and entities that are present or recent clients of Epiq. The list of Potential Parties in Interest was provided by the Debtors and is annexed hereto as **Schedule 1**. To the best of my knowledge and based solely upon information provided to me by the Debtors, Epiq does not have any materially adverse connection to the Debtors, their creditors or other relevant parties, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, or for any other reason. To the extent that Epiq’s conflicts check has revealed that certain Potential Parties in Interest were connected to Epiq, these parties have been identified on a list annexed hereto as **Schedule 2** (the “**Client Match List**”). To the best of my knowledge, any such connections between Epiq and any parties on the Client Match List is completely unrelated to the Debtors.

8. Epiq’s personnel may have relationships with some of the Debtors’ creditors or other parties in interest. However, to the best of my knowledge, such relationships, to the extent they exist, are of a personal nature and completely unrelated to these Chapter 11 Cases. Epiq has and will continue to represent clients in matters unrelated to these Chapter 11 Cases. In addition, Epiq has had and will continue to have relationships in the ordinary course of its business with certain vendors, professionals, and other parties in interest that may be involved in the Debtors’ Chapter 11 Cases in matters unrelated to these cases. Epiq may also provide professional services to entities or persons that may be creditors or parties in interest in these Chapter 11 Cases, which services do not directly relate to, or have any direct connection with, these Chapter 11 Cases or

the Debtors. To the best of my knowledge, neither Epiq, nor any employees thereof, represents any interest materially adverse to the Debtors' estates with respect to any matter upon which Epiq is to be engaged.

9. Epiq shares a corporate parent with certain companies that provide integrated technology products and services to the legal profession for electronic discovery, class action settlements, financial transactions, chapter 7 and 13 bankruptcy, litigation, and regulatory compliance. Given the legal and operational separateness of Epiq from its affiliates and the administrative nature of the services performed by such companies, Epiq does not believe that a conflict would arise solely from any relations or claim of an Epiq affiliate or its corporate parent.

10. Although the Debtors do not propose to employ Epiq under section 327 of the Bankruptcy Code pursuant to the Application, Epiq has nonetheless reviewed its electronic database to determine whether it has any relationships with the entities provided by the Debtors. At this time, we are not aware of any relationship which would present a disqualifying conflict of interest. Should Epiq discover any new relevant facts or relationships bearing on the matters described herein during the period of its retention, Epiq shall use reasonable efforts to promptly file a supplemental declaration. Epiq shall also comply with all requests of the Clerk and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c).³

11. Should Epiq discover any new relevant facts or relationships bearing on the matters described herein during the period of its retention, Epiq shall use reasonable efforts to promptly file a supplemental affidavit.

³ Epiq shall exclude these Chapter 11 Cases from any file sharing arrangement with any third party.

12. In performing the services of Claims and Noticing Agent, Epiq shall charge the Debtors the rates set forth in the Services Agreement.

13. Epiq shall comply with all requests of the Clerk and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c).

14. Neither Epiq nor its affiliates are party to any agreements where it/they receive(s) consideration in exchange for transferring information derived from its role as a claims agent under 28 U.S.C. § 156(c) to non-client third parties.

15. Based on the foregoing, I believe that Epiq is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code.

[Remainder of page intentionally left blank]

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Dated: November 30, 2023
New York, New York

/s/ Kate Mailloux

Kate Mailloux
Senior Director
Epiq Corporate Restructuring, LLC
777 Third Avenue, 12th Fl.
New York, NY 10017

SCHEDULE 1

List of Potentially Interested Parties

List of Potential Parties in Interest

Debtors

Inversiones Latin America Power Ltda.
Norvind S.A.
San Juan S.A.

Non-Debtor Affiliates

Allipen
BTG Pactual Brazil Infrastructure Fund II
LP
Empresa Eléctrica Caren
GMR Holding B.V.
LAP Chile S.A.
LAP Renewables B.V.
Latin America Power Panama SA
Nehuen SpA
Patria Infrastructure Fund II LAP Co-Invest
LP
Patria Infrastructure Fund II LAP Co-Invest,
UK LP
Patria Infrastructure Fund II LP
PI Fund II (Ontario 1) LP
PI Fund II (Ontario 2) LP
PI Fund II (Ontario) LP
Pirita
Transmisora Valle Allipen

Current Directors and Officers

Esteban Moraga
Fabiola Cuello
Francisca Perez
Jose Salgado
Oscar Morales
Sandra Becerra
Vicente Orueta
Victor Lopez

Former Directors and Officers

Diego Hollweck

Bankruptcy Judges for the Southern District of New York

Lisa G. Beckerman
Philip Bentley
James L. Garrity, Jr.

Martin Glenn
David S. Jones
Sean H. Lane
John P. Mastando III
Cecelia G. Morris
Michael E. Wiles

Clerk of Court/Chief Deputy for the Bankruptcy Court for the Southern District of New York

Vito Genna
Mike Paek

Lenders, Banks and Secured Parties

Banco de Chile
Banco de Credito e Inversiones
BCI
Citibank, N.A.
Consenting Noteholders**
UMB Bank, N.A.

Landlords

Agrícola Konavle
Agricultora Konv

Insurance Providers/Broker

Aon Risk Services (Chile)
BCI Seguros Generales S.A.
Orion Seguros Generales S.A.
Southbridge Compañía de Seguros
Generales S.A.
Starr International Seguros Generales S.A.

Charities

Ilustre Municipalidad De Freirina
Municipalidad De Freire

Ordinary Course Professionals

Barros Silva Varela & Vigil Abogados Ltda
BDO
Ernst & Young
Guillermo Rebolledo
Ricardo Barrios
Roberto Garcia

**List of entities comprising "Consenting Noteholders" will be made available to the Court, United States Trustee, Clerk of the Court, and counsel to any official committee formed in the cases, upon request.

Taxing Authority

Comision Nacional de Energia
Servicio de Impuestos Internos
Tesoreria General de la Republica

United States Trustee (SDNY) Staff

Alaba Ogunleye
Amanda D. Cassara
Andrea B. Schwartz
Andy Velez-Rivera
Annie Wells
Brian S. Masumoto
Daniel Rudewicz
Ercilia A. Mendoza
Greg m. Zipes
Ilusion Rodriguez
Linda A. Riffkin
Madeleine Vescovacci
Mark Bruh
Mary V. Moroney
Nadkarni Joseph
Paul K. Schwartzberg
Richard C. Morrissey
Shanon Scott
Shara Cornell
Sylvester Sharp
Tara Tiantian
Valentina Vlasova
Victor Abriano
William Harrington

Unsecured Creditors

Gerardo Findel Westermeier
NTI Spa
Seguimiento y Monitoreo Ambiental Ltda.
Sociedad Servicios Tecnologicos y
Telecomunicaciones Telconor Limitada
Vestas Chile Turbinas Eolicas
Banco Security
Measwind America Ltda
Sociedad de Montajes Electricos RCA Ltda
Aela Generacion .A.
AES Andes S.A.
Alfa Transmisora De Energia S.A.
Alto Jahuel Transmisora de Energia S.A.
Andes Solar II SPA

Bioenergias Forestales SPA
Central Cardones S.A.
Central Yungay S.A.
Chester Solar IV Spa
Chilquinta Transmision S.A.
Colbun SA
Compania Transmisor del Norte Grande Spa
Diego de Almagro Solar Spa
Electrans S.A.
Empresa Electrica Angamos S.A.
Empresa Electrica Cochrane S.P.A.
Empresa Electrtrica Pehuenche SA
Enel Green Power Chile SA
Enlase Generacion Chile S.A.
Espinosa S.A.
Generadora Metropolitana Spa
Guacolda Energia S.A.
Interchile S.A.
La Acacia Spa
Los Guindos GeneracionSpa
Pacific Hydro Chacayes SA
Prime Energia Quickstart Spa
Santa Catalina Solar Spa
Sistema de Transmision Del Norte S.A.
Sistema de Transmision Del Sur S.A.
Tamakaya Energia Spa
Transelec S.A
Compania General de Electricidad S.A.
Enel Generacion Chile S.A.
Barros Silva Varela & Vigil Abogados Ltda
Claro y Cia
Nelson Contador Abogados & Consultores

Utility Companies

Agua Soda Choapa SA
Espinoza Hermanos Ltda
Ferretería y Construcciones Canela Ltda

SCHEDULE 2

Client Match List

- Citibank, N.A.
- Ernst & Young

Exhibit C

Services Agreement



EPIQ CORPORATE RESTRUCTURING

STANDARD SERVICES AGREEMENT

This Standard Services Agreement is being entered into by and between the undersigned parties, referred to herein as “Epiq” and “Client” as of the Effective Date, as defined below. In consideration of the premises herein contained and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

General Terms and Conditions

1. Services.

In accordance with the charges, terms and conditions contained in this agreement and in the schedule(s) attached hereto (collectively, the “Agreement”), Epiq agrees to furnish Client with the services set forth on the Services Schedule hereto (the “Services”) in connection with a corporate restructuring. Services will be provided on an as needed basis and upon request or agreement of Client. Charges for the Services will be based on the pricing schedule provided to Client hereto (the “Pricing Schedule”). The Pricing Schedule sets forth individual unit pricing for each of the Services provided by Epiq and represents a bona fide proposal for that Service. Client may request separate Services or all of the Services reflected in the Pricing Schedule.

2. Term.

This Agreement shall become effective on the date of its acceptance by both Epiq and Client; provided, however, Epiq acknowledges that Bankruptcy Court approval of its engagement may be required in order for Epiq to be engaged in a chapter 11 proceeding. The Agreement shall remain in effect until terminated: (a) by Client, on thirty (30) days’ prior written notice to Epiq and, to the extent Epiq has been retained by Bankruptcy Court order, entry of an order of the Bankruptcy Court discharging Epiq; or (b) by Epiq, on ninety (90) days’ prior written notice to Client and, to the extent Epiq has been retained by Bankruptcy Court order, entry of an order of the Bankruptcy Court discharging Epiq.

3. Charges.

- 3.1 For the Services and materials furnished by Epiq under this Agreement, Client shall pay the fees, charges and costs set forth in the Pricing Schedule subject to any previously agreed upon discount if applicable. Epiq will bill Client monthly. All invoices shall be due and payable promptly following receipt and, to the extent Epiq has been retained by Bankruptcy Court order, in accordance with the order(s) of the Bankruptcy Court.
- 3.2 Epiq reserves the right to make reasonable increases to the unit prices, charges and professional service rates reflected in the Pricing Schedule on an annual basis effective January 2, 2024. If such



annual increases exceed 10% from the prior year's level, Epiq shall provide sixty (60) days' prior written notice to Client of such proposed increases.

- 3.3 Client agrees to pay Epiq for all materials necessary for performance of the Services under this Agreement (other than computer hardware and software) and any reasonable out of pocket expenses including, without limitation, transportation, long distance communications, printing, photocopying, fax, postage and related items.
- 3.4 Client shall pay or reimburse all taxes applicable to Services performed under this Agreement and, specifically, taxes based on disbursements made on behalf of Client, notwithstanding how such taxes may be designated, levied or based. This provision is intended to include sales, use and excise taxes, among other taxes, but is not intended to include personal property taxes or taxes based on net income of Epiq.
- 3.5 Client shall pay to Epiq any actual charges (including fees, costs and expenses as set forth in the Pricing Schedule) related to, arising out of or resulting from any Client error or omission. Such charges may include, without limitation, print or copy re-runs, supplies, long distance phone calls, travel expenses and overtime expenses for work chargeable at the rates set forth on the Pricing Schedule.
- 3.6 In the event of termination pursuant to Section 2 hereof, Client shall be liable for all amounts then accrued and/or due and owing to Epiq under the Agreement.
- 3.7 To the extent permitted by applicable law, Epiq shall receive a retainer in the amount of \$25,000 (the "Retainer") that may be held by Epiq as security for Client's payment obligations under the Agreement. The Retainer is due promptly following execution of this Agreement. Epiq shall be entitled to hold the Retainer until the termination of the Agreement. Following termination of the Agreement, Epiq shall return to Client any amount of the Retainer that remains following application of the Retainer to the payment of unpaid invoices.

4. Confidentiality.

Client data provided to Epiq during the term of this Agreement in connection with the Services ("Client Data") shall be maintained confidentially by Epiq in the same manner and to the same level as Epiq safeguards data relating to its own business; provided, however, that if Client Data is publicly available, was already in Epiq's possession or known to it, was required to be disclosed by law, was independently developed by Epiq without use or reference to any Client Data, or was rightfully obtained by Epiq from a third party for which Epiq had no reasonably basis to believe was subject to an independent confidentiality obligation, Epiq shall bear no responsibility for public disclosure of such data. Client agrees that Epiq shall not be liable for damages or losses of any nature whatsoever arising out of the unauthorized acquisition or use of any Client Data or other Client materials provided to Epiq in the performance of this Agreement.



5. Title to Property.

Epiq reserves all property rights in and to all materials, concepts, creations, inventions, works of authorship, improvements, designs, innovations, ideas, discoveries, know-how, techniques, programs, systems and other information, including, without limitation, data processing programs, specifications, applications, processes, routines, sub-routines, procedural manuals and documentation furnished or developed by Epiq for itself or for use by Client (collectively, the “Property”). Charges paid by Client do not vest in Client any rights to the Property, it being expressly understood that the Property is made available to Client under this Agreement solely for Client's use during and in connection with each use of the Epiq equipment and services. Client agrees not to copy or permit others to copy any of the Property.

6. Disposition of Data.

- 6.1 Client is responsible for the accuracy of the programs and Client Data it provides or gives access to Epiq and for the output resulting from such data. Client shall initiate and maintain backup files that would allow Client to regenerate or duplicate all programs and Client Data which Client provides or gives access to Epiq. Client agrees, represents and warrants to Epiq that, prior to delivery of any Client Data to Epiq, it has full authority to deliver Client Data to Epiq. Client agrees, represents and warrants to Epiq that it has obtained binding consents, permits, licenses and approvals from all necessary persons, authorities or individuals, and has complied with all applicable policies, regulations and laws, required by Client, in order to allow Epiq to use all Client Data delivered to it in connection with its Services. Epiq shall not be liable for, and Client accepts full responsibility for, any liability or obligation with respect to Client Data prior to Epiq's receipt, including without limitation, any liability arising during the delivery of Client Data to Epiq.
- 6.2 Any Client Data, programs, storage media or other materials furnished by Client to Epiq in connection with this Agreement (collectively, the “Client Materials”) may be retained by Epiq until the Services provided pursuant to this Agreement are paid for in full, or until this Agreement is terminated with the Services provided herein having been paid for in full. Client shall remain liable for all out of pocket charges incurred by Epiq under this Agreement as a result of any Client Materials maintained by Epiq. Epiq shall dispose of Client Materials in the manner requested by Client (except to the extent disposal may be prohibited by law). Client agrees to pay Epiq for reasonable expenses incurred as a result of the disposition of Client Materials. Epiq reserves the right to dispose of any Client Materials if this Agreement is terminated without Client's direction as to the return or disposal of Client Materials or Client has not paid all charges due to Epiq for a period of at least ninety (90) days; provided, however, Epiq shall provide Client with thirty (30) days' prior written notice of its intent to dispose of such data and media.

7. Indemnification.



Client shall indemnify, defend and hold Epiq, its affiliates, parent, and each such entity's officers, members, directors, agents, representatives, managers, consultants and employees (each an "Indemnified Person") harmless from and against any and all losses, claims, damages, liabilities, costs (including, without limitation, costs of preparation and attorneys' fees) and expenses as incurred (collectively, "Losses"), to which any Indemnified Person may become subject or involved in any capacity arising out of or relating to this Agreement or Epiq's rendering of Services pursuant hereto, regardless of whether any of such Indemnified Persons is a party thereto, other than Losses resulting solely from Epiq's fraud, gross negligence, or willful misconduct. Without limiting the generality of the foregoing, "Losses" includes any liabilities resulting from claims by third persons against any Indemnified Person. Client and Epiq shall notify the other party in writing promptly of the commencement, institution, threat, or assertion of any claim, action or proceeding of which Client is aware with respect to the Services provided by Epiq under this Agreement. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of Client, and shall survive the termination of this Agreement until the expiration of all applicable statutes of limitation with respect to Epiq's liabilities.

8. Limitation of Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THIS SECTION SHALL CONTROL.

(a) EACH PARTY AND ITS RESPECTIVE AGENTS SHALL NOT HAVE ANY OBLIGATION OR LIABILITY TO THE OTHER PARTY OR TO ANY THIRD PARTY (WHETHER IN TORT, EQUITY, CONTRACT, WARRANTY OR OTHERWISE AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE, PRODUCT LIABILITY, OR STRICT LIABILITY IN ACCORDANCE WITH APPLICABLE LAW, RULE OR REGULATION) FOR ANY INDIRECT, GENERAL, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION, LOST WAGES, BUSINESS OR PROFITS, OR LOSS OF DATA INCURRED BY CLIENT OR ANY OTHER PERSON, ARISING OUT OF RELATING TO THIS AGREEMENT, OR ANY USE, INABILITY TO USE OR RESULTS OF USE OF THE SERVICES OR SOFTWARE OR OTHERWISE, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) EPIQ SHALL NOT BE LIABLE TO CLIENT FOR ANY LOSSES REGARDLESS OF THEIR NATURE THAT ARE CAUSED BY OR RELATED TO A FORCE MAJEURE EVENT.

(c) THE TOTAL LIABILITY OF EACH PARTY AND ITS AGENTS TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ALL LOSSES ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE SERVICES SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE CLIENT TO EPIQ FOR THE PARTICULAR SERVICES WHICH GAVE RISE TO THE LOSSES IN THE IMMEDIATE SIX (6) MONTHS PRIOR TO THE DATE OF THE ACTION GIVING RISE TO THE ALLEGED LOSS.

9. Representations / Warranties.



Epiq makes no representations or warranties, express or implied, including, without limitation, any implied or express warranty of merchantability, suitability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.

10. Confidential On-Line Workspace

Upon request of Client, Epiq shall be authorized to: (a) establish a confidential on-line workspace with an outside vendor in connection with the provision of its Services to Client pursuant to this Agreement; and (b) with the consent of Client and/or its designees, publish documents and other information to such confidential workspace. By publishing documents and other information to this confidential workspace in accordance with the foregoing, Epiq shall not be considered in violation of any of the provisions of this Agreement, including, but not limited to, Section 4 (Confidentiality).

11. General

- 11.1 No waiver, alteration, amendment or modification of any of the provisions of this Agreement shall be binding upon either party unless signed in writing by a duly authorized representative of both parties.
- 11.2 This Agreement may not be assigned by Client without the express written consent of Epiq, which consent shall not be unreasonably withheld. The Services provided under this Agreement are for the sole benefit and use of Client, and shall not be made available to any other persons.
- 11.3 This Agreement shall be governed by the laws of the State of New York, without regard to that state's provisions for choice of law. Client and Epiq agree that any controversy or claim arising out of or relating to this Agreement or the alleged breach thereof shall be settled by mandatory, final and binding arbitration before the American Arbitration Association in New York, New York and such arbitration shall comply with and be governed by the rules of the American Arbitration Association, provided that each party may seek interim relief in court as it deems necessary to protect its confidential information and intellectual property rights. Any arbitration award rendered pursuant to this provision shall be enforceable worldwide.
- 11.4 The parties hereto agree that this Agreement is the complete and exclusive statement of the agreement between the parties which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.
- 11.5 Client will use its best efforts to cooperate with Epiq at Client's facilities if any portion of the Services requires its physical presence thereon.
- 11.6 In no event shall Epiq's Services constitute or contain legal advice or opinion, and neither Epiq nor its personnel shall be deemed to practice law hereunder.



- 11.7 Except for Client's obligation to pay fees, expenses and charges hereunder when due, neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement to the extent such delay or failure arises by reason of any act of God, any governmental requirement, act of terrorism, riots, epidemics, flood, strike, lock-out, industrial or transportation disturbance, fire, lack of materials, war, event of force majeure, or other acts beyond the reasonable control of a performing party.
- 11.8 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.
- 11.9 All clauses and covenants in this Agreement are severable; in the event any or part of them are held invalid or unenforceable by any court, such clauses or covenants shall be valid and enforced to the fullest extent available, and this Agreement will be interpreted as if such invalid or unenforceable clauses or covenants were not contained herein. The parties are independent contractors and, except as expressly stated herein, neither party shall have any rights, power or authority to act or create an obligation on behalf of the other party.
- 11.10 Notices to be given or submitted by either party to the other, pursuant to this Agreement, shall be sufficiently given or made if given or made in writing and sent by hand delivery, overnight or certified mail, postage prepaid, and addressed as follows:

If to Epiq:

Epiq Corporate Restructuring, LLC
777 Third Avenue, 12th Floor
New York, New York 10017
Attn: Brad Tuttle

If to Client:

Inversiones Latin América Power Ltda.
Cerro El Plomo 5680, oficina 1202
Las Condes, Santiago, Chile

With a copy to:

Oscar Pinkas, Esq.
Greenberg Traurig, LLP
One Vanderbilt Avenue
New York, NY 10017

- 11.11 Invoices sent to Client should be delivered to the following address:
Inversiones Latin América Power Ltda.
Cerro El Plomo 5680, oficina 1202
Las Condes, Santiago, Chile
Email: esteban.moraga@latampower.com



11.12 The “Effective Date” of this Agreement is November 3, 2023.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

EPIQ CORPORATE RESTRUCTURING, LLC

A blue ink signature of Brad Tuttle, consisting of a stylized 'B' followed by a series of loops and a long horizontal stroke.

Name: Brad Tuttle

Title: General Manager

**INVERSIONES LATIN AMÉRICA POWER LTDA., SAN JUAN S.A., AND NORVIND S.A.
(COLLECTIVELY, “CLIENT”)**

A blue ink signature of Esteban Moraga, featuring a large, stylized 'E' followed by a series of loops and a long horizontal stroke.

By: _____

Name: Esteban Moraga

Title: Chief Executive Officer

SERVICES SCHEDULE

SCHEDULES/STATEMENT PREPARATION

- Assist the Debtors with administrative tasks in the preparation of their bankruptcy Schedules of Assets and Liabilities (“Schedules”) and Statements of Financial Affairs (“Statements”), including (as needed):
 - Coordinate with the Client and its advisors regarding the Schedules and Statements process, requirements, timelines and deliverables.
 - Create and maintain databases for maintenance and formatting of Schedules and Statements data.
 - Coordinate collection of data from Client and advisors.
 - Provide data entry and quality assurance assistance regarding Schedules and Statements, including, specifically, the creation of Schedule G.

CLAIMS MANAGEMENT

- Maintain copies of all proofs of claim and proofs of interest filed (in hard copy and electronic form).
- Provide a secure on-line tool through which creditors can file proofs of claim and related documentation, eliminating costly manual intake, processing and data entry of paper claims and ensuring maximum efficiency in the claim-filing process.
- Create and maintain electronic databases for creditor/party in interest information provided by the debtor (e.g., creditor matrix and Schedules of Statements of Assets and Liabilities) and creditors/parties in interest (e.g., proof of claim/interests).
- Process all proofs of claim/interest submitted.
- Provide access to the public for examination of copies of the proofs of claim or interest without charge during regular business hours.
- Maintain official claims registers, including, among other things, the following information for each proof of claim or proof of interest:
 - Name and address of the claimant and any agent thereof, if the proof of claim or proof of interest was filed by an agent;
 - Date received;
 - Claim number assigned; and
 - Asserted amount and classification of the claim.



- Create and maintain a website with general case information, key documents, claim search function, and mirror of ECF case docket.
- Transmit to the Clerk's office a copy of the claims registers on a monthly basis, unless requested by the Clerk's office on a more or less frequent basis or, in the alternative, make available the claims register on-line.
- Implement necessary security measures to ensure the completeness and integrity of the claims registers.
- Record all transfers of claims pursuant to Bankruptcy Rule 3001(e) and provide notice of such transfers as required by Bankruptcy Rule 3001(e).
- Maintain an up-to-date mailing list for all entities that have filed a proof of claim, proof of interest or notice of appearance, which list shall be available upon request of a party in interest or the Clerk's office.

NOTICING

- Prepare and serve required notices in these Chapter 11 cases, including:
 - Notice of the commencement of these Chapter 11 cases and the initial meeting of creditors under section 341(a) of the Bankruptcy Code;
 - Notice of any auction sale hearing;
 - Notice of the claims bar date;
 - Notice of objection to claims;
 - Notice of any hearings on a disclosure statement and confirmation of the plan of reorganization; and
 - Other miscellaneous notices to any entities, as the Client or the Court may deem necessary or appropriate for an orderly administration of these Chapter 11 cases.
- After service of a particular notice - whether by regular mail, overnight or hand delivery, email or facsimile service - file with the Clerk's office an affidavit of service that includes a copy of the notice involved, a list of persons to whom the notice was mailed and the date and manner of mailing.
- Update claim database to reflect undeliverable or changed addresses.



- Coordinate publication of certain notices in periodicals and other media.
- Distribute Claim Acknowledgement Cards to creditors having filed a proof of claim/interest.

BALLOTING/TABULATION

- Provide balloting services in connection with the solicitation process for any chapter 11 plan for which a disclosure statement has been approved by the court, including (as needed):
 - Consult with Client and its counsel regarding timing issues, voting and tabulation procedures, and documents needed for the vote.
 - Review of voting-related sections of the voting procedures motion, disclosure statement and ballots for procedural and timing issues.
 - Assist in obtaining information regarding members of voting classes, including lists of holders of bonds from DTC and other entities (and, if needed, assist Client in requesting these listings).
 - Coordinate distribution of solicitation documents.
 - Respond to requests for documents from parties in interest, including brokerage firm and bank back-offices and institutional holders.
 - Respond to telephone inquiries from lenders, bondholders and nominees regarding the disclosure statement and the voting procedures.
 - Receive and examine all ballots and master ballots cast by voting parties. Date- stamp the originals of all such ballots and master ballots upon receipt.
 - Tabulate all ballots and master ballots received prior to the voting deadline in accordance with established procedures, and prepare a certification for filing with the court.

Undertake such other duties as may be requested by the Client.

CALL CENTER

- Provide state-of-the-art Call Center facility and services, including (as needed):
 - Create frequently asked questions, call scripts, escalation procedures and call log formats.
 - Record automated messaging.
 - Train Call Center staff.
 - Maintain and transmit call log to Client and advisors.



MISCELLANEOUS

- Provide such other claims processing, noticing and related administrative services as may be requested from time to time by the Client.
- Promptly comply with such further conditions and requirements as the Court may at any time prescribe.
- Comply with applicable federal, state, municipal, and local statutes, ordinances, rules, regulations, orders and other requirements.
- Provide temporary employees to the Clerk's office to process claims, as necessary.



PRICING SCHEDULE

CLAIM ADMINISTRATION HOURLY RATES

<u>Title</u>	<u>Rates</u>
Clerical/Administrative Support	WAIVED
IT / Programming	\$65.00 – \$100.00
Project Managers/Consultants/ Directors	\$100.00 – \$190.00
Solicitation Consultant	\$200.00
Executive Vice President, Solicitation	\$235.00
Executives	No Charge

CLAIMS AND NOTICING RATES¹

Printing	\$0.10 per image
Personalization / Labels	WAIVED
Envelopes	VARIES BY SIZE
Postage / Overnight Delivery	AT COST AT PREFERRED RATES
E-Mail Noticing	WAIVED FOR MSL *
Fax Noticing	\$0.05 per page
Claim Acknowledgement Letter	\$0.05 per letter
Publication Noticing	Quoted at time of request

DATA MANAGEMENT RATES

Data Storage, Maintenance and Security	\$0.10 per record/month
Electronic Imaging	\$0.10 per image; no monthly storage charge
Website Hosting Fee	NO CHARGE
CD- ROM (Mass Document Storage)	Quoted at time of request

ON-LINE CLAIM FILING SERVICES

On-Line Claim Filing	NO CHARGE
----------------------	-----------

¹ Noticing via overnight delivery after traditional overnight drop-off times (e.g., 9:00 p.m. in NYC) may result in additional print charges.

*Quoted at time of request for high volume blasts to all creditors



ANCILLARY SERVICES

ATOP, Subscription, or Exchange Event Transaction Fee	\$100,000
Subscription Account and/or Escrow Account	\$10,000 per account

CALL CENTER RATES

Standard Call Center Setup	NO CHARGE
Call Center Operator	\$55 per hour
Voice Recorded Message	\$0.34 per minute

OTHER SERVICES RATES

Custom Software, Workflow and Review Resources	Quoted at time of request
Strategic Communication Services	Quoted at time of request
Escrow Services	Quoted at time of request /competitive rates
Securities Exchange / ATOP Event	Quoted at time of request
eDiscovery	Quoted at time of request, bundled pricing available
Virtual Data Room -- Confidential On-Line Workspace	Quoted at time of request
Disbursements -- Check and/or Form 1099	Quoted at time of request
Disbursements -- Record to Transfer Agent	Quoted at time of request

<u>EPIQ CREDIT</u>	\$15,000 prepetition credit
---------------------------	-----------------------------