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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

***In re*:**	:	
	:	**Chapter 15**
	:	
UNIGEL PARTICIPAÇÕES S.A., *et al.,*	:	**Case No. 24–11982 (MG)**
	:	
Debtors in foreign proceedings.[1]	:	**(Joint Administration Requested)**
	:	

MOTION FOR RECOGNITION OF FOREIGN MAIN PROCEEDINGS AND REQUEST FOR CERTAIN RELATED RELIEF UNDER CHAPTER 15 OF THE BANKRUPTCY CODE

[1] The Debtors in the foreign proceedings and each Debtor's tax identification or corporate registry number are as follows: Unigel Participações S.A. ("**Unigel**") (05.303.439/0001-07); Companhia Brasileira de Estireno ("**CBE**") (61.079.232/0001-71); Proquigel Química S.A. ("**Proquigel**") (27.515.154/0011-44); and Unigel Luxembourg S.A. ("**Unigel Lux**") (2018 22 00949). The location of the Debtors' corporate headquarters is 105 Avenida Engenheiro Luis Carlos Berrini, 11º Andar, Sala Unigel, Cidade Monções, Brooklin, São Paulo (SP) CEP 04571-010 Brasil.

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André Luis da Costa Gaia in his capacity as the foreign representative (the "**Foreign Representative**") of Unigel Participações S.A. ("**Unigel**") and the above-captioned debtors (collectively, the "**Debtors**"), each of which has commenced a foreign proceeding in Brazil (collectively, the "**Foreign Proceedings**") pursuant to Federal Law No. 11,101 of February 9, 2005, as amended (the "**Brazilian Bankruptcy Law**"), filed before the 2nd Court of Judicial Reorganization and Bankruptcy of São Paulo (the "**Brazilian Bankruptcy Court**"), has commenced the above-captioned chapter 15 cases (these "**Chapter 15 Cases**") ancillary to the Foreign Proceedings and respectfully represents as follows in support of this motion (the "**Recognition Motion**"):

Preliminary Statement

1. The Debtors, together with their non-debtor affiliates (collectively, the "**Unigel Group**"), are a Brazilian corporate group founded in 1966 in São Paulo by Henri Armand Slezynger. The Unigel Group is a leader in the production of a diverse portfolio of petrochemicals for the global market. At the time of its founding, the Unigel Group produced thermoplastic resins, and has since expanded its business to include the production of intermediate petrochemical products used in the manufacturing of numerous household and industrial goods, as well as urea and ammonia, critical components of nitrogen-based fertilizers. The Unigel Group is headquartered in Brazil, with operations and economic activities concentrated in Brazil, where it has been operating for more than half a century.

2. Since the beginning of 2023, the Debtors have operated in an increasingly difficult environment for petrochemicals. Global inflation, the war in Ukraine, and pricing dislocation in the global energy and petrochemicals markets have left the Debtors with diminished liquidity and, as a result, an inability to sustain current debt levels. Prior to their commencement of the Foreign Proceedings, the Debtors took measures to manage their

obligations and liquidity in light of the challenging financial and operating conditions they faced. However, as described in more detail below, a court-supervised financial restructuring became necessary to provide additional relief and secure the future of the Debtors' business.

3. The Foreign Proceedings provided the Debtors with the flexibility and tools they needed to effectuate a targeted balance sheet restructuring and recapitalization. This restructuring is embodied in two EJ Plans (as defined herein and described in more detail below), which are the product of mediation and negotiations among the Debtors and their key stakeholders, including an ad hoc group of holders of the 2026 Notes (as defined herein). The EJ Plans substantially deleverage the Debtors' balance sheets and provide for a significant new capital investment. After extensive negotiations, more than a majority of the Covered Creditors (as defined in the EJ Plans) for each Debtor supported confirmation of the EJ Plans, which the Brazilian Bankruptcy Court approved on November 11, 2024.

4. To ensure the EJ Plans are fully implemented and enforceable in the United States, the EJ Plans contemplate commencement of these Chapter 15 Cases. In particular, each of the Debtors is an obligor under the 2026 Notes, which are governed by New York law and include a forum selection clause that requires disputes be submitted to courts in New York. Given these and other contacts in the United States, the Debtors and their supporting stakeholders determined the restructuring is more efficiently and effectively accomplished with recognition of the Foreign Proceedings and recognition and enforcement of the EJ Plans and Brazilian Orders in the United States through these Chapter 15 Cases.

5. Granting recognition and enforcement of the Foreign Proceedings and the EJ Plans in the United States will help protect the Debtors from parties trying to enforce or collect on restructured debt, while at the same time ensuring the fair and efficient administration

of the Foreign Proceedings, maximization of the value of the Debtors' business for the benefit of creditors, and fair and equitable treatment of all stakeholders. The foregoing is consistent with the principles set forth in chapter 15 of title 11 of the United States Code (the "**Bankruptcy Code**") and U.S. public policy.

Relief Requested

6. Pursuant to sections 105(a), 1504, 1507, 1510, 1515, 1517, 1520, 1521, and 1522 of the Bankruptcy Code, the Foreign Representative seeks entry of an order, substantially in the form annexed hereto as **Exhibit A** (the "**Proposed Order**"): (i) granting recognition of the Foreign Proceedings of the Debtors as foreign main proceedings pursuant to chapter 15 of the Bankruptcy Code; (ii) granting recognition of the Foreign Representative as the "foreign representative," as defined in section 101(24) of the Bankruptcy Code, in respect of the Foreign Proceedings; (iii) recognizing, granting comity to, and giving full force and effect in the United States to the Foreign Proceedings, the EJ Plans (as defined herein), the decision from the Brazilian Bankruptcy Court commencing the foreign proceedings (the "**Brazilian Commencement Order**"), and the Plan Approval Order (as defined herein and, together with the Brazilian Commencement Order, the "**Brazilian Orders**"); (iv) giving full force and effect in the United States to the restructuring of the Debtors' obligations; (v) authorizing and directing The Bank of New York Mellon, as trustee for the 2026 Notes and, when issued, the New Money Notes, the New Restructured Notes, and the Participating Notes (each as defined herein) ("**BNY**"), The Depository Trust Company ("**DTC**"), including Cede and Co., as nominee of DTC, Unigel Netherlands Holding Corporation B.V. ("**HoldCo**"), and the Stichting Administratiekantoor Unigel Creditors (the "**STAK**"), as holder of all class B shares of HoldCo for which depositary receipts will be issued ("**HoldCo Depositary Receipts**") (the STAK, collectively with BNY, DTC, and HoldCo, the "**Directed Parties**"), to take any and all lawful

actions necessary or appropriate to give effect to and implement the EJ Plans and the Brazilian Orders; (vi) exculpating the Debtors, the Foreign Representative, the Directed Parties, and the Participating Creditors (as defined herein); (vii) enjoining parties from taking any action in the United States that is otherwise inconsistent with the EJ Plans and the Brazilian Orders; and (viii) granting such other relief as the Court deems just and proper. The relief requested in this Recognition Motion is without prejudice to any additional relief the Foreign Representative may request.

7. In support of this Motion, the Foreign Representative refers the Court to the statements contained in (i) the *Declaration of André Luis da Costa Gaia in Support of Chapter 15 Petitions and Motion for Recognition of Foreign Main Proceedings and Request for Certain Related Relief Under Chapter 15 of the Bankruptcy Code* (the "**Foreign Representative Declaration**"), and (ii) the *Declaration of Thomas Benes Felsberg as Brazilian Counsel in Support of Chapter 15 Petitions and Motion for Recognition of Foreign Main Proceedings and Request for Certain Related Relief Under Chapter 15 of the Bankruptcy Code* (the "**Foreign Attorney Declaration**"), and the exhibits to each, each of which has been filed contemporaneously herewith and is incorporated herein by reference.[1]

Jurisdiction and Venue

8. The Court has jurisdiction over this matter under 28 U.S.C. §§ 157 and 1334, section 1501 of the Bankruptcy Code, and the *Amended Standing Order of Reference M-431*, dated January 31, 2012 (Preska, C.J.). This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(P).

9. Venue is proper under 28 U.S.C. §§ 1410(1), as the Debtors' assets in the

[1] Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Foreign Representative Declaration, the Foreign Attorney Declaration, and the EJ Plans, as applicable.

United States are located in New York, and (3), as it is in the interests of justice and convenience of the parties.

10. The Foreign Representative has properly commenced these Chapter 15 Cases in accordance with sections 1504 and 1515 of the Bankruptcy Code by the filing of voluntary petitions with the required attachments (the "**Chapter 15 Petitions**") for recognition of the Foreign Proceedings under section 1515 of the Bankruptcy Code.

Background

I. General Background and History

A. Overview

11. At the time of its founding in 1966, the Unigel Group produced thermoplastic resins using a proprietary process, and has since expanded its business. The Unigel Group's primary business is the production of intermediate petrochemical products, including styrenics and acrylics, used in the manufacturing of numerous household and industrial goods. In 2021, the Unigel Group also began producing urea and ammonia, critical components of nitrogen-based fertilizers, and currently has the only industrial-scale plants able to produce nitrogen-based fertilizers in Brazil. The Unigel Group is also in the process of constructing a sulfuric acid manufacturing plant and a project to build a first-of-its-kind "green hydrogen" production complex, both located in Camaçari, Bahia, Brazil.

12. As of June 12, 2024, the Debtors employed approximately 699 employees, all of whom are based in Brazil. As of the same date, the Debtors also had 1,056 outsourced employees working in Brazil, as well as 3 outsourced employees working in Mexico.

13. As further described below, the Unigel Group is governed by the board of directors of Unigel (the "**Board**") consisting of two members, one of whom is a shareholder of Unigel. The Board has exclusive responsibility for the Unigel Group's strategic decisions. The

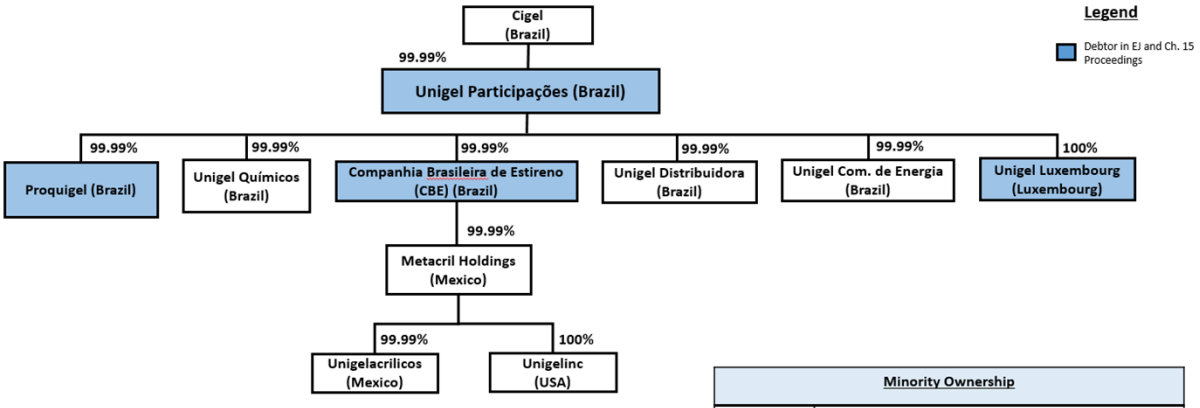
Board's meetings take place in Brazil, and each Board member is a citizen or resident of Brazil. Unigel, through the Board, manages the operations of the Unigel Group from its headquarters in São Paulo, Brazil.

14. For the six months ending June 30, 2024, the percentage of the Unigel Group's consolidated net revenue derived from operations within Brazil was 89%.

B. Corporate Structure

15. The Debtors in these Chapter 15 Cases consist of Unigel, CBE, Proquigel, and Unigel Lux. The headquarters of the Unigel Group (including each of the Debtors) are located at Avenida Engenheiro Luis Carlos Berrini, 105, 11th Floor, Sala Unigel, Cidade Monções, 04571-010 São Paulo, SP, Brasil. The group's operational activities are concentrated in Brazil and the group is subject to Brazilian laws and regulations. *See* Representative Decl. at 14.

16. The following chart depicts the Unigel Group's simplified organizational structure:



Minority Ownership	
Cigel	Owns 0.01% of Proquigel, Unigel Químicos, and Companhia Brasileira de Estireno
Companhia Brasileira de Estireno	Owns 0.01% of Unigel Distribuidora and Unigel Com. De Energia
Henri A. Szlezynger	Owns 0.01% of Unigel Participações and Metacril Holdings

17. The Unigel Group's primary operational activities are directed from its central operational management center located in São Paulo, Brazil (the "**São Paulo Office**"). The São Paulo Office maintains staff in charge of operational matters, including senior management, as well as key decisions regarding business strategy and policies. The Unigel Group's main legal and human resources teams, as well as its information technology department and books and records, are primarily stationed at the São Paulo Office. The Unigel Group's business and finance teams are also concentrated in the São Paulo Office, where the Debtors maintain their cash management functions and manage capital expenditure decisions. *See* Representative Decl. at ¶ 16.

18. Debtor Unigel is a holding company that holds and manages each of the Unigel Group's business segments. Unigel is a privately-held corporation owned 99.99% by Cigel Participações S.A. ("**Cigel**") and 0.01% by Henri A. Szlezynger. Unigel is incorporated under the laws of Brazil, with its registered office and headquarters located in Brazil. Unigel is the issuer of the Brazilian Unsecured Debentures (as defined herein) and a guarantor of the 2026 Notes and the other obligations restructured pursuant to the EJ Plans. *See* Representative Decl. at ¶ 17.

19. Debtors CBE and Proquigel are the main operating entities of the Debtors' businesses in Brazil. Together they control and operate the Debtors' chemicals and agricultural business segments in Brazil. These Debtors are incorporated in Brazil, have their registered offices and headquarters in Brazil, and are each managed by a Board of Officers comprised of corporate officers based in Brazil. CBE and Proquigel each are 99.99% owned by Unigel, with a 0.01% minority ownership stake owned by Cigel. *See* Representative Decl. at ¶ 18.

20. Debtor Unigel Lux is a special purpose finance company that issued the

2026 Notes (which are guaranteed by each of the other Debtors). Unigel Lux is incorporated and has its registered office in Luxembourg, but it does not have any activities, assets, operations, or employees in Luxembourg. Only its books and records are located in Luxembourg with a local corporate service provider. Unigel Lux is a wholly-owned subsidiary of Unigel, and Unigel directs all of its business from Brazil. The Board of Directors of Unigel Lux is comprised of two directors in Brazil and, in compliance with local law, two directors in Luxembourg. Ultimate decision-making power, however, rests with Unigel's Board of Directors in Brazil. Unigel Lux has no employees or operations, and exclusively serves as the vehicle for the Debtors to raise funds in the international market. *See* Representative Decl. at ¶ 19.

C. Capital Structure

21. As of May 2024, the Debtors' principle outstanding funded indebtedness subject to the Foreign Proceedings consisted of approximately:

a) $583.8 million USD in aggregate principal amount including accrued interest of 8.750% notes due 2026 issued pursuant to that certain Indenture, dated as of October 1, 2019, and that certain First Supplemental Indenture, dated as of January 22, 2021, and amended pursuant to that certain Second Supplemental Indenture, dated as of May 29, 2024, in each case by and among Unigel Lux, as issuer; Unigel, CBE, and Proquigel, as guarantors; and BNY, as trustee (collectively, the "**2026 Notes Indenture**" and the notes issued thereunder, the "**2026 Notes**");

b) BRL $581.2 million (equivalent to approximately $113.6 million USD) in aggregate principal amount including accrued interest of floating rate senior debentures due 2027 issued pursuant to that certain Brazilian law governed debenture deed dated as of March 28, 2022, by and among Unigel, as issuer; and Vórtx Distribuidora de Títulos e Valores Mobiliários, as trustee ("**Vórtx**") (the debentures issued thereunder, the "**Brazilian Unsecured Debentures**");

c) approximately BRL $178.2 million (equivalent to approximately $34.8 million USD) of obligations owed by Proquigel and CBE, and guaranteed by Unigel, pursuant to hedging arrangements with Banco Morgan Stanley S.A., the Brazilian affiliate of the U.S.-based investment bank ("**Morgan Stanley Brazil**"), which obligations were acknowledged by the Debtors and assigned to the Moneda Funds (defined below) pursuant to the Morgan Stanley Debt

Acknowledgement Agreement (as defined herein) (the "**Morgan Stanley Hedge Obligation**");

d) approximately BRL $137.8 million (equivalent to approximately $26.9 million USD) owed by Proquigel, and guaranteed by Unigel and CBE, pursuant to a hedging agreement with Goldman Sachs do Brasil Banco Múltiplo S.A., the Brazilian affiliate of the U.S.-based investment bank ("**Goldman Sachs Brazil**" and, together with Morgan Stanley Brazil, the "**Hedge Banks**"), which obligation was acknowledged by the Debtors pursuant to the Goldman Sachs Debt Acknowledgement Agreement (defined below) (the "**Goldman Sachs Hedge Obligation**" and, together with the Morgan Stanley Hedge Obligation, the "**Hedge Obligations**");

e) approximately BRL $95.6 million (equivalent to approximately $18.7 million USD) of obligations owed by Unigel, CBE and Proquigel pursuant to three separate instruments with Macquarie Fundo de Investimento Multimercado Crédito Privado Investimento no Exterior ("**Macquarie**"), XP Investimentos Corretora de Câmbio, Títulos e Valores Mobiliários S.A. ("**XP**"), and Haitong Banco de Investimento do Brasil S.A. ("**Haitong**") two with original maturity dates of October 1, 2026 and one with multiple maturity dates ranging between February and July 2024 (the "**Global Derivatives Contracts**"); and

f) approximately BRL $164.4 million (equivalent to approximately $32.1 million USD) of obligations owed by Proquigel and guaranteed by Unigel pursuant two separate export credit notes with Caixa Econômica Federal ("**CEF**") and China Construction Bank (Brazil) Banco Múltiplo S/A ("**CCB**"), with maturity dates of April 28, 2026 and March 21, 2024, respectively (the "**Export Credit Notes**").

See Representative Decl. at ¶ 20.

22. The aggregate debt obligations are summarized below:

Instrument	Borrower/ Issuer	Guarantor(s)	Trustee/ Holder(s) (Amounts in USD)	Covered Claim (Amounts in USD)	Maturity	Collateral
2026 Notes	Unigel Lux	(i) Unigel, (ii) CBE, and (iii) Proquigel	BNY (Trustee)	$583.8m	October 1, 2026	Unsecured

Brazilian Unsecured Debentures	Unigel	N/A	Vórtx	$113.6m	April 8, 2027	Unsecured
Morgan Stanley Hedge Obligation	Proquigel	Unigel	Moneda Funds	$34.8m	October 10, 2023	Unsecured
	CBE					
Goldman Sachs Hedge Obligation	Proquigel	(i) Unigel, and (ii) CBE	Goldman Sachs Brazil	$26.9m	October 10, 2023	Unsecured
Global Derivatives Contracts	CBE	(i) Unigel, and (ii) Proquigel	Macquarie ($7.3m)	$18.7m (total)	October 1, 2026	Unsecured
	Proquigel	(i) Unigel, and (ii) CBE	XP Investments ($5m)		Several, between February 2024 and July 2024	
	Proquigel	Unigel	Haitong ($6.4m)		October 1, 2026	
Export Credit Notes	Proquigel	Unigel	Caixa Econômica Federal ($25.2m)	$32.1m (total)	April 28, 2026	Unsecured
			China Construction Bank ($6.9m)		March 21, 2024	
Total: $810 million (USD)						

See Representative Decl. at ¶ 21.

i. 2026 Notes

23. The 2026 Notes were originally issued in 2019 in the amount of $420 million USD to fund the redemption of then outstanding secured notes and for general corporate purposes. In 2021, the parties entered into a supplemental indenture pursuant to which

Unigel Lux issued an additional $110 million USD of 2026 Notes. Thereafter, on May 29, 2024, the parties executed a second supplemental indenture releasing and discharging Plastiglas de Mexico S.A. de C.V. ("**Plastiglas**"), a former affiliate of the Debtors, from all of its obligations as a guarantor of the 2026 Notes. The stated maturity of the 2026 Notes is October 1, 2026. The 2026 Notes are unsecured obligations of the Debtors that rank *pari passu* with other unsecured claims against the Debtors. The 2026 Notes Indenture is governed by New York law and contains a forum selection clause that requires disputes to be resolved before a court in New York. Furthermore, numerous holders of the 2026 Notes are persons or entities in the United States. *See* Representative Decl. at ¶ 22.

ii. Brazilian Unsecured Debentures

24. The Brazilian Unsecured Debentures were issued by Unigel in 2022, in the amount of BRL $500 million (approximately $100 million USD). The stated maturity of the Brazilian Unsecured Debentures is April 8, 2027. The Brazilian Unsecured Debentures are unsecured obligations of Unigel that rank *pari passu* with other unsecured obligations of Unigel. The Brazilian Unsecured Debentures are denominated in Brazilian *reais* and are governed by Brazilian law. Vórtx, a local Brazilian financial institution, serves as the trustee under the Brazilian Unsecured Debentures. The proceeds of these debentures were used to construct the Brazilian sulfuric acid production plant. *See* Representative Decl. at ¶ 23.

iii. The Hedge Obligations

a. Morgan Stanley Brazil

25. In 2018, CBE and Proquigel entered into certain derivatives agreements with Morgan Stanley Brazil (the "**Morgan Stanley Hedge Agreements**") pursuant to which CBE and Proquigel could hedge exposure to global commodity, interest rate and/or currency

markets. Unigel and Plastiglas were guarantors under the Morgan Stanley Hedge Agreements. On June 7, 2023, in the wake of a downgrade of the Debtors' credit rating by S&P Global Ratings, Morgan Stanley Brazil terminated the Morgan Stanley Hedge Agreements and unwound the open hedges. As a result of adverse price movements in financial markets, Morgan Stanley Brazil is owed approximately BRL $178.2 million (approximately $34.8 million USD) following termination. *See* Representative Decl. at ¶ 24.

26. On June 15, 2023, Unigel, CBE, Proquigel, and Plastiglas signed a Debt Acknowledgement Agreement with Morgan Stanley Brazil (the "**Morgan Stanley Debt Acknowledgement Agreement**") pursuant to which these entities acknowledged the amount of obligations due under the Morgan Stanley Hedge Agreement. The Morgan Stanley Hedge Agreement and the Morgan Stanley Debt Acknowledgement Agreement are each governed by Brazilian law and provide that Brazilian courts are the exclusive venue for resolution of disputes. *See* Representative Decl. at ¶ 25.

27. On May 13, 2024, Morgan Stanley Brazil signed a *Termo de Cessão* (an Assignment Agreement) assigning its claims under the Morgan Stanley Debt Acknowledgment Agreement to Moneda LatAm High Yield Credit Fund PLC, Moneda Deuda Latinoamericana Fondo de Inversión, and Moneda USA Collective Investment Trust (collectively, the "**Moneda Funds**"). Thus, the Moneda Funds, acting as the successor of Morgan Stanley Brazil, were included in the List of Covered Creditors filed by Plastiglas. However, on May 28, 2024, the Moneda Funds, Plastiglas, and the obligors under the Morgan Stanley Hedge Agreement (Unigel, Proquigel, and CBE) signed that certain Termination of Collateral to effectuate the sale of Plastiglas. Under that agreement, the Moneda Funds agreed to release Plastiglas as guarantor of the Morgan Stanley Hedge Obligation, maintaining their rights against the other obligors.

See Representative Decl. at ¶ 26.

b. Goldman Sachs Brazil

28. In 2023, Proquigel became the primary obligor under a global derivatives agreement with Goldman Sachs Brazil (the "**Goldman Sachs Hedge Agreement**") that aimed to protect Proquigel against fluctuations in the Brazilian *reais* exchange rate, thereby mitigating risks inherent to foreign exchange exposure. Unigel and CBE are guarantors under the Goldman Sachs Hedge Agreement. On June 7, 2023, in the wake of the same downgrade that caused Morgan Stanley Brazil to terminate its agreement with the Debtors, Goldman Sachs Brazil followed suit and terminated the Goldman Sachs Hedge Agreement and unwound the open hedges thereunder. As a result of adverse movements in financial markets, Unigel, Proquigel and CBE jointly and severally owe Goldman Sachs Brazil approximately BRL $137.8 million (approximately $26.9 million USD) following termination. *See* Representative Decl. at ¶ 27.

29. On June 15, 2023, Unigel, Proquigel and CBE signed a Debt Acknowledgement Agreement with Goldman Sachs Brazil (the "**Goldman Sachs Debt Acknowledgement Agreement**" and, together with the Morgan Stanley Debt Acknowledgement Agreement, the "**Debt Acknowledgement Agreements**"), pursuant to which they acknowledged the amount of obligations due under the Goldman Sachs Hedge Agreement. The Goldman Sachs Hedge Agreement and the Goldman Sachs Debt Acknowledgement Agreement are each governed by Brazilian law and provide that Brazilian courts are the exclusive venue for resolution of disputes. *See* Representative Decl. at ¶ 28.

iv. Global Derivatives Contracts

30. On February 19, 2020, CBE and Proquigel entered into two derivatives contracts with Morgan Stanley Brazil, as a measure to replace the interest rate (interest rate

swap) of foreign exchange swap contracts held by Morgan Stanley Brazil and linked to the 2026 Notes. On September 21, 2021 and December 8, 2021, Morgan Stanley Brazil assigned its rights under such derivatives contracts to Haitong and Macquarie, respectively. These derivatives contracts were both liquidated in April 2024, resulting in the obligations of BRL $32.7 million (approximately $6.4 million USD) owed to Haitong and BRL $37.5 million (approximately $7.3 million USD) owed to Macquarie. These obligations were guaranteed by Unigel (with respect to the Haitong contract), and Unigel and Proquigel (with respect to the Macquarie contract). *See* Representative Decl. at ¶ 29.

31. On July 18, 2022, Proquigel entered into a derivatives contract with XP related to Brent call options, as a means of protection against fluctuations in raw material price. This contract was initially liquidated on July 6, 2023. However, on July 14, 2023 the parties decided to renegotiate the obligation and postpone the maturity date to 2024. On March 25, 2024 this renewed obligation was liquidated, resulting in the claim amount of BRL $25.4 million (approximately $5 million USD). This obligation was guaranteed by Unigel and CBE. *See* Representative Decl. at ¶ 30.

32. Because the Global Derivatives Contracts were not liquidated until after the filing of the Original EJ Plans, on April 24, 2024, the Debtors filed a motion before the Brazilian Bankruptcy Court seeking the inclusion of the Global Derivatives Contracts claims of Macquarie, XP, and Haitong in the Foreign Proceedings. *See* Representative Decl. at ¶ 31.

33. On May 25, 2024, the Brazilian Bankruptcy Court denied the Debtors' request and ruled that the claims of Macquarie, XP, and Haitong pursuant to the Global Derivatives Contracts are not subject to the EJ Plans. On June 16, 2024, the Debtors filed an injunction before the Court of Appeals of São Paulo (the "**Brazilian Court of Appeals**"), and on

June 20, 2024, obtained a favorable preliminary injunction including such claims in the EJ Plans. *See* Representative Decl. at ¶ 32.

34. The Brazilian Court of Appeals will proceed with a trial to determine whether to subject the Global Derivatives Contracts claims of Macquarie, XP, and Haitong to the EJ Plans. In the meantime, the EJ Plans and the decision of the Brazilian Bankruptcy Court approving such plans remain effective. *See* Representative Decl. at ¶ 33.

v. Export Credit Notes

35. On March 24, 2023 and April 28, 2023, Proquigel signed two instruments with CEF and CCB, pursuant to which Proquigel issued notes in the aggregate amount of BRL $180 million (approximately $33 million USD) (such notes, the "**CEF Export Credit Note**" and the "**CCB Export Credit Note**"). The aggregate amount of current claims under the Export Credit Notes is approximately BRL $164.4 million (approximately $32.1 million USD). The stated maturity of the CEF Export Credit Note is April 28, 2026 and the stated maturity of the CCB Export Credit Note was March 21, 2024. *See* Representative Decl. at ¶ 34.

D. Assets in the United States

36. The Debtors have assets in the United States and in this jurisdiction. The Debtors' assets in the United States consist of their contractual rights and interests pursuant to the 2026 Notes, all of which are governed by New York law. Each Debtor also has property in the United States in the form of retainer amounts held in an account maintained in New York by Weil, Gotshal & Manges LLP ("**Weil**"), counsel to the Foreign Representative, which amounts are not to be applied against the provision of legal services unless and until the Debtors cease to make fee payments to Weil in the ordinary course, and otherwise such funds are to be returned to each Debtor (collectively, the "**Retainers**"). Furthermore, the Debtors generated approximately $7.4 million USD in sales from counterparties in the United States for the full year 2024.

See Representative Decl. at ¶ 35.

E. Events Leading to the Foreign Proceedings

i. Challenges Facing the Debtors' Business

37. As noted above, since the beginning of 2023, due to various market pressures and external factors, the Debtors have experienced liquidity issues. The combination of lower prices for the Debtors' products with historically high prices for the Debtors' inputs has dramatically compressed margins and operating cash flow. Global prices for the Debtors' core products fell dramatically in 2023. The Debtors' "Agro" segment, which is engaged in the production of fertilizer products, came under the most pressure. In 2023, the average prices for ammonia and urea, the two main outputs of the Debtors' fertilizer segment, dropped 55% and 47%, respectively, compared to the average recorded in 2022. Combined with that, the price for natural gas, the main component in the fertilizer production process, has remained at higher levels since the beginning of the war in Ukraine. As a result, in the financial statements for the year ended in 2023, the company reported an operating loss of BRL $1.26 billion (approximately $231.9 million USD) accountable to the Agro segment. *See* Representative Decl. at ¶ 36.

38. Spreads for the Debtors' chemicals also are at historically low levels. Specifically, the international spreads for styrene dropped from 264 USD/t in 2022 to a negative 26 USD/t in 2023 and for acrylonitrile dropped from 620 USD/t to 312 USD/t in the same timeframe. As a result, in the financial statements for the year ended 2023, the company reported an operating loss of BRL $337 million (approximately $62 million USD) accountable to the Chemical segment. *See* Representative Decl. at ¶ 37.

39. These adverse price movements were compounded by delays in completing the Debtors' sulfuric acid plant. In 2022 and 2023 the Debtors spent close to $130 million USD to construct a sulfuric acid plant in Camaçari, Brazil. However, the Debtors were

not able to complete construction because of liquidity constraints. The Debtors need to spend approximately $35 million USD more to get the plant online, which requires access to a new money investment. This project is essential for the future of the company, as it will intensify the integration and efficiency of the Chemical segment production chain. Once online, the sulfuric acid production process will generate steam as a by-product, with virtually zero cost. This steam will then be used in the production of styrene, substituting the current energy source of burning natural gas. With that change, the Debtors estimate EBITDA generation will hover around $30 to $60 million USD per year for this operation, due to savings related to this energy efficiency as well as additional margin from the sale of sulfuric acid itself. *See* Representative Decl. at ¶ 38.

ii. Strategic Efforts Prior to the Foreign Proceedings

40. Against this backdrop, the Debtors undertook a variety of measures to preserve going-concern value and provide additional liquidity runway. The Debtors stopped operating certain plants, and began operating certain others at reduced capacity. However, these steps proved insufficient. *See* Representative Decl. at ¶ 39.

41. In June 2023, in response to the Unigel Group defaulting on several contractual obligations and a ratings agency downgrade caused by the negative pricing environment, the Hedge Banks terminated the Debtors' hedge arrangements, resulting in approximately $60 million USD becoming immediately due and payable thereunder. In response, the Debtors entered into the Debt Acknowledgment Agreements acknowledging the Hedge Obligations in exchange for a 30-day grace period for payment, which was subsequently extended for another 60 days. That grace period expired on October 10, 2023. *See* Representative Decl. at ¶ 40.

42. On September 7, 2023, BNY, as trustee for the 2026 Notes, sent the

Debtors a notice of default due to non-receipt of the company's interim financial statements. *See* Representative Decl. at ¶ 41.

43. To further preserve liquidity, the Debtors elected not to pay (i) the semi-annual interest on the 2026 Notes due on October 2, 2023, and (ii) an interest payment of BRL $40 million (approximately $7.7 million USD) due on October 8, 2023 with respect to the Brazilian Unsecured Debentures. In connection therewith, on September 5, 2023, the Debtors entered into a ninety-day standstill period with Vórtx, as trustee for the Brazilian Unsecured Debentures, and the holders of such debentures. Thereafter, on December 6, 2023, Vórtx sent the Debtors a default notice. It became clear to the Debtors they needed to negotiate a restructuring with key creditors, including a debt reduction and new capital injection. To provide a framework for these discussions and protect the Debtors in the interim, the Debtors entered into Mediation, as described in more detail below. *See* Representative Decl. at ¶ 42.

II. Foreign Proceedings

A. Overview of Brazilian Restructuring Law

44. Insolvency proceedings in Brazil are governed by the Brazilian Bankruptcy Law, which took effect on June 9, 2005. Despite being amended several times since its enactment, it is important to note that the Brazilian Bankruptcy Law was substantially modified on December 24, 2020. One important change to the law was the addition of Article 20-B, which allows debtors that are eligible for judicial reorganization proceedings to commence mediation proceedings to mediate creditor disputes in hopes of avoiding the need for a formal reorganization proceeding. Brazilian Bankruptcy Law strives to enable debtors to overcome financial and economic distress, maintain productivity, preserve jobs, and protect the interests of their creditors. In doing so, Brazilian Bankruptcy Law emphasizes preserving the debtor's business as a going concern. Furthermore, Brazilian Bankruptcy Law requires equal treatment of

similarly situated creditors and seeks to facilitate speedy proceedings. In principle, Brazilian Bankruptcy Law sets out four main forms of insolvency proceedings: (i) mediation coupled with the filing of a petition before the Competent Brazilian Court (as defined herein) seeking a stay period ("**Mediation**"); (ii) extrajudicial reorganization known as *recuperação extrajudicial* ("**EJ**"); (iii) judicial reorganization known as *recuperação judicial* ("**RJ**"); and (iv) liquidation. *See* Attorney Decl. at ¶ 9. Mediations and EJ proceedings are explained in further detail below.

i. Forms of Brazilian Proceedings

a. Mediation

45. Mediation is a form of proceeding available for debtors under Article 20-B of the Brazilian Bankruptcy Law. Mediation may be used as a tool for negotiation and resolution of existing conflicts between or among parties (debtors, creditors, partners, or shareholders of debtor companies) before or after the filing of an RJ or an EJ, with the presence of a third party, the mediator. This mediator will assist the parties in finding solutions for problems faced by stakeholders of the insolvent company in a controlled and safe environment. Following the commencement of Mediation, the debtor may file a petition (a preventive injunction proceeding) before the Brazilian court that would have jurisdiction to oversee a potential future RJ or EJ of the company (the "**Competent Brazilian Court**"), seeking a stay period. The Competent Brazilian Court may grant a stay of up to 60 days to allow the debtor to negotiate with its stakeholders in a controlled and safe environment while preserving the value and operation of the company. The advent of the Mediation was meant to allow debtors to use the stay for a short period to support negotiations with creditors or other stakeholders and potentially avoid an RJ or an EJ. *See* Representative Decl. at ¶ 43 and Attorney Decl. at ¶ 10.

b. EJ

46. Articles 161 *et seq.* of the Brazilian Bankruptcy Law provide for the EJ proceeding. An EJ proceeding is a court-supervised means of implementing an arrangement negotiated among a debtor and select creditors. It administers the claims of those creditors whose claims are being restructured in a single proceeding. EJs are similar to pre-packaged chapter 11 cases in the United States or schemes of arrangement in certain jurisdictions (e.g., the United Kingdom, the Cayman Islands, or Bermuda) where the debtor and part or all the creditors of one or more classes or groups agree to a plan before the commencement of the case. *See* Attorney Decl. at ¶ 11.

47. In an EJ proceeding, a debtor negotiates and agrees, out-of-court, to an EJ plan with its creditors and then submits that plan to the Competent Brazilian Court for consideration and confirmation. An EJ restructures only those claims subject to the EJ plan and does not affect other claims that are outside the scope of the EJ proceeding. To be confirmed, the EJ plan must be approved by creditors representing more than fifty percent (50%) of the amount of claims subject to the proceeding.[2] Brazilian Bankruptcy Law allows the debtor to file the EJ plan with approval from creditors holding one-third (33.33%) of the amount of claims subject to the EJ proceeding and a request to obtain the legal majority within ninety (90) days. Once approved and effective, the EJ plan binds dissenting minority creditors of the impaired classes or groups to the plan terms. *See* Attorney Decl. at ¶ 12.

48. An EJ petition may only be filed by a debtor considered a business company or a businessman that has been doing business regularly for over two (2) years. It is not possible for a creditor to file an EJ plan against a debtor on an involuntary basis. *See*

[2] Under Brazilian Bankruptcy Law, the debtor may select which classes of creditors it will include in the EJ proceeding, and the majorities herein refer to the total amount of the claims subject to the EJ.

Attorney Decl. at ¶ 13.

49. A debtor must file the EJ petition in the appropriate state civil court in the jurisdiction where the Brazilian debtor's principal place of business is located. The appropriate state civil court has exclusive jurisdiction over matters relating to the claims being restructured. If the EJ is commenced following Mediation, the Competent Brazilian Court that issued the stay will maintain jurisdiction over the EJ proceeding. *See* Attorney Decl. at ¶ 14.

50. To file an EJ petition in Brazil, a debtor must not (i) already be subject to a bankruptcy liquidation proceeding, and if it has been in the past, the resulting liabilities shall have been discharged by a final court order; (ii) have any pending judicial reorganization case, nor have been granted a judicial reorganization or confirmation of another EJ plan within the last two (2) years; and (iii) have been convicted nor have a senior manager or controlling shareholder who has been convicted for any bankruptcy crime(s). *See* Attorney Decl. at ¶ 15.

51. The following documents are required to file the EJ proceeding:

i. The EJ reorganization plan, either (a) signed by holders of more than half of the claims (in value) of each class (or group) of creditors involved in the EJ (Article 162 of Brazilian Bankruptcy Law) upon filing, or (b) signed by holders of at least 1/3 of the claims (in value) of each class (or group) of creditors involved in the EJ upon filing, in which case the debtor must obtain the remaining approvals within ninety (90) days;

ii. A statement of the cause of the debtor's financial distress and a description of the debtor's activities;

iii. Accounting statements for the last financial year, along with those made specifically for the filing (including a balance sheet, statement of retained earnings, income statement since the last fiscal year, management report of cash flow and its projection, and description of the companies that are part of the debtor's group);

iv. Documentation that the debtor meets all the requirements indicated in paragraphs 48 and 50 above;

v. Bylaws and a power of attorney duly signed by the debtor evidencing the powers to renew or alter the debtor's obligations; and

vi. A complete nominal list of creditors, stating their addresses, the origin and updated amount of each of their claims, the applicable interest rates, and an indication of accounting records substantiating each claim.

See Attorney Decl. at ¶ 16.

ii. Classes of Creditors

52. The classes of creditors involved in an EJ proceeding can be chosen by the debtor, with the possibility of restructuring only one or more classes of creditors (with the other classes remaining unimpaired). If necessary, debtors can divide their creditors into different groups based on debts of a similar nature or subject to similar payment conditions. For example, the EJ plan proposed by the debtor is not required to include all the unsecured creditors (class III, under Article 41, §3º of the Brazilian Bankruptcy Law), but may include only those creditors with credits derived from similar goods or services provided to the debtor (e.g., a group of creditors that have a similar relationship with the debtor, such as all being financial creditors or suppliers to the debtor, regardless of their class). *See* Attorney Decl. at ¶ 17.

iii. Reorganization Plan

53. As noted above, the EJ filing must be accompanied by a reorganization plan with sufficient creditor support. If the debtor fails to obtain the required creditor approvals in time, the court cannot confirm the EJ plan, and the debtor can convert its EJ into an RJ. If the debtor does not receive confirmation of the EJ plan and does not convert to an RJ, the debtor's obligations revert back to their pre-filing status (i.e., the debtor's obligations remain unaffected by the EJ proceeding). *See* Attorney Decl. at ¶ 18.

54. The EJ plan must comply with the following requirements: (i) it cannot provide for early payment of claims outside the terms of the EJ plan or unfavorable treatment of creditors not subject to the plan; (ii) all similarly situated creditors within the same class must be treated equally (subject to narrow exceptions, such as where certain creditors are providing new

capital); (iii) only prepetition claims may be subject to the plan; (iv) the disposition of any asset given as collateral or release or replacement of such collateral may only occur with the consent of the applicable secured creditor(s) (as prescribed by the relevant financing and/or collateral documentation); and (v) it cannot modify the exchange rate variation in the calculation of claims expressed in foreign currency without the express consent of the relevant creditor. *See* Attorney Decl. at ¶ 19.

55. Once a debtor requests confirmation of the EJ plan from the Competent Brazilian Court, impaired creditors must file any objections within thirty (30) days. After the expiration of the 30-day objection period, a debtor has five (5) days to answer any timely-filed objections. The Competent Brazilian Court will then render its decision on the proposed EJ plan and any timely filed objections. In addition to satisfying the creditor approval threshold, the debtor must also demonstrate that (i) notice of the plan was properly published, (ii) creditors had an opportunity to file objections to the plan, and (iii) the EJ plan was not the result of, and will not result in, any fraudulent or otherwise harmful actions to creditors. If the Competent Brazilian Court finds that a provision violates a principle of the applicable Brazilian Bankruptcy Law, the Competent Brazilian Court may deny confirmation of the EJ plan, or alternatively, strike down that clause. The Competent Brazilian Court then may enter an order confirming the EJ plan, which binds all holders of claims impaired under the plan. A Competent Brazilian Court's decision on confirmation is subject to appeal, but any appeals that are filed do not automatically stay the proceeding or the order confirming the EJ plan. If the EJ plan is confirmed, the debtor will continue its normal activities without any supervision by the Competent Brazilian Court. *See* Attorney Decl. at ¶ 20.

iv. The Debtor's Operation During the EJ Proceeding and the Stay Period

56. During the EJ proceeding, the debtor retains the right to administer its assets and affairs and to operate its business. The officers and directors of the debtor continue to be duly authorized to act on the debtor's behalf. In general, no judicial administrator is appointed to oversee the debtor's operations, but one may be appointed to review whether the debtor has complied with filing requirements. *See* Attorney Decl. at ¶ 21.

57. Brazilian Bankruptcy Law provides for a 180-day stay of all actions and enforcement proceedings against the debtor that are related to claims being restructured pursuant to the EJ plan, allowing the debtor to negotiate and restructure its debts without the pressure of immediate legal action. If the debtor has filed a prior Mediation, the 60-day stay period of the Mediation will be deducted from the 180-day stay period of the EJ proceeding. The stay applies to all claims being restructured by the EJ proceeding, regardless of whether they are held by creditors who agreed to the EJ plan. *See* Attorney Decl. at ¶ 22.

v. Treatment of Creditors

58. The EJ proceeding is supervised by the Competent Brazilian Court, which assesses whether all the parties in interest were given proper notice and adequate means of defending their rights, pursuant to the due process requirements of Brazil's federal constitution. Creditors are given notice of every court decision in an EJ proceeding and have the opportunity to file an appeal of such decisions. Although preliminary appeals in advance of the court approving an EJ plan may occur, they are limited to fundamental questions regarding severe departures from the legal requirements of an EJ plan. Upon confirmation of an EJ plan, it is possible to file an appeal of the court's approval of the plan or an appeal regarding specific aspects of the plan that, in the view of the appellant, violate the law. *See* Attorney Decl. at ¶ 23.

59. Brazilian Bankruptcy Law does not require that creditors in an EJ proceeding file proofs of claims. All creditors with obligations being restructured under an EJ plan will be treated pursuant to such plan. *See* Attorney Decl. at ¶ 24.

60. As previously stated, Brazilian Bankruptcy Law requires equal treatment of similarly situated creditors, with narrow exceptions. One exception applies to creditors who provide additional credit, capital investment, or critical supplies to the debtor. Furthermore, Brazilian Bankruptcy Law does not differentiate between foreign and local creditors, both of which are subject to the EJ proceeding on the same terms and have the same rights and protections, including the right to receive notice, object, and be heard. An EJ plan cannot convert the claims of foreign creditors from a foreign currency to Brazilian *reais* without specific consent of the relevant creditors. This protects foreign creditors from currency exchange risk while the case is pending. As such, no significant burdens are placed upon United States creditors or any other foreign creditors that are inconsistent with those placed upon domestic creditors. These protections were reinforced in Article 167-G of the Brazilian Bankruptcy Law, which was introduced in 2021, and provides that "foreign creditors are afforded the same rights that are afforded to national creditors in judicial reorganization, extrajudicial reorganization, or bankruptcy liquidation proceedings." *See* Attorney Decl. at ¶ 25.

B. The Debtors' Brazilian EJ Proceedings

61. On December 11, 2023, given the risk of enforcement proceedings due to multiple missed interest payments, the Debtors commenced an administered pre-insolvency Mediation before the Câmara Especial de Resolução de Conflitos em Reestruturação de Empresas – CamCMR (the "**Mediator**"). On the same date, the Mediator invited the following creditors to the Mediation: Morgan Stanley Brazil; Goldman Sachs Brazil; BNY; Vórtx; CEF; and Cargill Financial Services International, Inc. and Shell Energy do Brasil Gás Ltda. (both of

whom ultimately were not subject to the Foreign Proceedings). The Debtors also filed a petition (preventive injunction proceeding) before the Brazilian Bankruptcy Court, seeking a stay period of sixty (60) days to continue good faith negotiations with the creditors participating in the Mediation. On December 14, 2023, the Brazilian Bankruptcy Court rendered an order granting a 60-day stay of all collection and enforcement proceedings commenced by creditors subject to the Mediation. Although the stay did not prevent new filings or actions from being brought against the Debtors by creditors subject to the Mediation, it did prevent seizures or any other measures against the Debtors by creditors subject to the Mediation. *See* Representative Decl. at ¶ 44 and Attorney Decl. at ¶ 26.

62. At the conclusion of the 60-day stay period, the Debtors had reached consensus with a substantial threshold of creditors in Mediation and were prepared to seek implementation of the agreed restructuring in an EJ proceeding. *See* Representative Decl. at ¶ 45 and Attorney Decl. at ¶ 27. On February 20, 2024, the Debtors filed the Foreign Proceedings by presenting two consensual EJ plans to the Brazilian Bankruptcy Court: one proposed by Unigel and one jointly proposed by (i) Unigel Lux, (ii) Proquigel, (iii) CBE, and (iv) Plastiglas (the "**Original EJ Plans**"). *See* Representative Decl. at ¶ 46 and Attorney Decl. at ¶ 28.

63. The Original EJ Plans were filed with the signatures of holders of more than 1/3 of the claims (in value) of each class (or group) of creditors subject to the Foreign Proceedings against each Debtor entity ("**Covered Claims**"). The Debtors committed to obtaining the remaining approvals and reaching the quorum of more than half of the Covered Claims within ninety (90) days from the original filing date. *See* Representative Decl. at ¶ 47 and Attorney Decl. at ¶ 29.

64. On February 21, 2024, the Brazilian Bankruptcy Court entered the

Brazilian Commencement Order, a copy of which is attached to the Foreign Representative Declaration as **Exhibit B**, authorizing commencement of the Foreign Proceedings and imposing a 180-day stay (in total, including the Mediation stay) of all enforcement actions against the Debtors by creditors with Covered Claims.[3] The Brazilian Commencement Order further required the Debtors to (i) file certain disclosures, (ii) confirm their commitment to secure approval of the Original EJ Plans by the majority of the claims within ninety (90) days, and (iii) provide notice of the Foreign Proceedings. A copy of such notice, which was published on June 5, 2024, is attached to the Foreign Representative Declaration as **Exhibit C**.[4] *See* Representative Decl. at ¶ 48 and Attorney Decl. at ¶ 30.

65. As set forth in more detail below, all holders of Covered Claims were given notice of the hearing to consider approval of the plans, the objection deadline, and amendments to the Original EJ Plans. *See* Representative Decl. at ¶ 49 and Attorney Decl. at ¶ 31.

66. After the Brazilian Bankruptcy Court entered the Brazilian Commencement Order, the Debtors then continued to negotiate with the creditors and other parties whose interests are affected by the plans. On May 21, 2024, the Debtors filed an amendment to the Original EJ Plans (as modified pursuant to the Plan Approval Order and as may be further amended or supplemented, the "**EJ Plans**") reflecting additional terms agreed with creditors and executed by (i) creditors that signed the Original EJ Plans, and (ii) creditors

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[3] The Brazilian Bankruptcy Court had imposed a stay of all enforcement actions against the Debtors by creditors with Covered Claims for the period of 180 days, as provided under the Brazilian Bankruptcy Law. However, on February 2, 2024, BNY filed a motion for clarification, arguing that a 60-day stay had previously been granted during the Mediation and, therefore, the period of the stay granted during the Mediation should be subtracted from the total 180-day period. On March 21, 2024, the Brazilian Bankruptcy Court granted BNY's motion for clarification and ordered that the stay would be effective for a total of 120 days, deducting the 60 days previously granted.

[4] On March 21, 2024, the Brazilian Bankruptcy Court granted an extension for the Debtors to issue notice of the Foreign Proceedings until they satisfied the requisite quorum of creditors for plan confirmation.

that signed on to terms and conditions of the EJ Plans after the filing of the Original EJ Plans, but before the filing of the EJ Plans. There was also an opportunity for creditors to sign on to the terms and conditions of the EJ Plans from the date of filing until the date of approval of the EJ Plans, pursuant to art. 163, caput, of the Brazilian Bankruptcy Law. *See* Representative Decl. at ¶ 50 and Attorney Decl. at ¶ 32.

67. The EJ Plans provide for a substantial deleveraging of the Debtors and a significant new capital raise backstopped by certain supporting creditors. As described in more detail below, under the terms of the EJ Plans, approximately BRL $4.1 billion (approximately $810 million USD) of claims against the Debtors, including claims arising from the 2026 Notes, Brazilian Unsecured Debentures, Global Derivatives Contracts,[5] Hedge Obligations, and Export Credit Notes, will be restructured in exchange for a combination of New Restructured Notes, Participating Notes, cash, or restructured claims and, for creditors electing to provide their pro rata share of $100 million USD of new money, New Money Notes and HoldCo Depositary Receipts (as defined herein), depending on each creditor's elected payment option. *See* Representative Decl. at ¶ 51 and Attorney Decl. at ¶ 33. Copies of the EJ Plans are attached to the Foreign Representative Declaration as **Exhibit D**.

68. On May 24, 2024, the Brazilian Bankruptcy Court entered an order acknowledging receipt of the EJ Plans and ordering publication notice thereof (a copy of which order is attached to the Foreign Representative Declaration as **Exhibit E**). *See* Representative Decl. at ¶ 52 and Attorney Decl. at ¶ 34.

69. On June 5, 2024 and again on July 2, 2024 the Debtors published the notice required by Article 164 of the Brazilian Bankruptcy Law and the Brazilian Bankruptcy

[5] Subject to a final ruling by the Brazilian Court of Appeals.

Court, informing creditors of the original July 5, 2024 deadline and then the extended August 1, 2024 deadline to submit any objections to the EJ Plans. Such notices were published in the Official Gazette of the Court of Justice of the State of São Paulo. *See* Representative Decl. at ¶ 53 and Attorney Decl. at ¶ 35. In addition:

- On February 29, 2024, BNY sent a notice to holders of the 2026 Notes through DTC informing them that the Debtors filed the Foreign Proceedings and the Original EJ Plans;
- On May 21, 2024, BNY sent a notice to holders of the 2026 Notes through DTC informing them that the Debtors made certain amendments to the Original EJ Plans; and
- On July 1, 2024, the Debtors sent letters to the Covered Creditors notifying them of the extended August 1, 2024 deadline to submit any objections to the EJ Plans under the terms of Article 164, §2º of Brazilian Bankruptcy Law and informing them of the relevant payment options stipulated in the EJ Plans.

See Representative Decl. at ¶ 53 and Attorney Decl. at ¶ 35.

70. On June 12, 2024, the Debtors filed a motion requesting an extension of the stay period, which was set to expire on June 18, 2024. The Brazilian Bankruptcy Court authorized the stay period extension until October 16, 2024. On October 16, 2024, the Brazilian Bankruptcy Court authorized an extension for an additional 60 days, effective until December 15, 2024. *See* Representative Decl. at ¶ 54 and Attorney Decl. at ¶ 36.

71. On July 2, 2024, the Debtors moved to exclude Plastiglas from the Foreign Proceedings. Unigel, CBE, Plastiglas, and Stabilit Servicios, S.A. de C.V. ("**Stabilit**") (an unaffiliated third party) entered into a Stock Purchase Agreement, dated as of December 1, 2023, to sell all of the share capital of Plastiglas to Stabilit. The sale closed on June 5, 2024. The proceeds from this sale are contemplated to be used as working capital. The EJ Plans describe the purpose of the sale and the restrictions relating to the use of sale proceeds. The relevant creditors released Plastiglas from all Covered Claims, leaving no obligations for Plastiglas to

restructure. Thus, the Debtors sought to exclude this entity from the Foreign Proceedings. On October 10, 2024, the Brazilian Bankruptcy Court granted the Debtors' motion to exclude Plastiglas, and later dismissed a related challenge raised by a creditor. Accordingly, Plastiglas did not file a chapter 15 petition. *See* Representative Decl. at ¶ 55 and Attorney Decl. at ¶ 37.

72. As of the August 1, 2024 objection deadline, five (5) objections to the EJ Plans were filed by (i) Goldman Sachs Brazil, (ii) CEF, (iii) CCB, (iv) Vórtx, and (v) Macquarie. In summary, the key objections were as follows:

- Goldman Sachs Brazil and Macquarie argued that the provision providing a lower recovery for creditors who received payments from the Debtors immediately prior to commencement of the Foreign Proceedings (the "**Clawback Provision**") in the EJ Plans is illegal;

- CEF and CCB largely requested clarification on certain provisions of the EJ Plans, such as the interest on the New Restructured Notes and the valuation of their claims, which the Debtors provided; and

- Vórtx, on behalf of the holders of the Brazilian Unsecured Debentures, raised a number of arguments, some of which had already been rejected by the Brazilian Court of Appeals, emanating from their dissatisfaction over their separate treatment as unsecured claimants under the EJ Plans. The objection focused on allegations of: (i) unequal treatment among creditors; (ii) the absence of a legal quorum for votes on the EJ Plans; (iii) the EJ Plans' uncertain and indeterminate terms; (iv) the absence of documents proving the existence of the Covered Claims; (v) errors in the calculation of the Covered Claims; (vi) the need to appoint a judicial administrator; (vii) the risk of the Debtors' assets being stripped to the detriment of creditors who are not included in the Foreign Proceedings; (viii) the lack of transparency in relation to that certain Backstop Commitment and Transaction Support Agreement, dated as of May 20, 2024, by and among the Debtors and the creditors party thereto, pursuant to which certain Covered Creditors agreed to backstop any shortfall in the subscription for the New Money (as defined herein) (such agreement, the "**Backstop Agreement**"); (ix) improper release of the Covered Claims in exchange for the consideration received through the EJ Plans; (x) the need for substantive consolidation of the Debtors; (xi) bankruptcy crimes; (xii) the need to consider a new version of the EJ Plans, based on an "alternative proposal" presented by Vórtx; and (xiii) the exclusion of Vórtx from the Qualified Majority of Creditors (as defined in the EJ Plans), who are responsible for approving and rejecting certain measures contained in the

EJ Plans.

See Representative Decl. at ¶ 56 and Attorney Decl. at ¶ 38.

73. On August 27, 2024, the Debtors filed a response to these objections. The Debtors asked the Brazilian Bankruptcy Court to overrule Vórtx objections, arguing that many of the issues raised were outside the scope of the objection process given the creditor support for the EJ Plans and the late stage of the Foreign Proceedings. With respect to the remaining objections, the Debtors argued that the Brazilian Bankruptcy Court should overrule such arguments, alleging that Vórtx sought to delay the confirmation process. Further, the Debtors petitioned the Brazilian Bankruptcy Court to sanction Vórtx for its procedural behavior. *See* Representative Decl. at ¶ 57 and Attorney Decl. at ¶ 39.

74. The Debtors also argued that the Brazilian Bankruptcy Court should overrule the objections of Goldman Sachs Brazil and Macquarie to the Clawback Provision in the EJ Plans because (i) Brazilian Bankruptcy Law requires clawback of payments made prior to the commencement of the Foreign Proceedings, and (ii) Goldman Sachs Brazil and Macquarie did not account for the good faith negotiations preceding the EJ Plans' filing and the necessity for parity of treatment among all Covered Creditors. The Debtors argued that allowing for an adjusted value recovery for Covered Creditors who received payments during the negotiation phase immediately prior to the commencement of the Foreign Proceedings is necessary to ensure equitable recovery among unsecured creditors. *See* Representative Decl. at ¶ 58 and Attorney Decl. at ¶ 40.

75. Thereafter, on October 10, 2024, the Brazilian Bankruptcy Court issued an order requiring the Debtors to disclose the terms of the Backstop Agreement and appointing a third-party expert, Preserva-Ação Administração Judicial ("**Preserva-Ação**"), to verify the

calculation of claims subject to the EJ Plans as of February 20, 2024 and confirm the Debtors satisfied the required quorums for creditor approval of the EJ Plans. *See* Representative Decl. at ¶ 59 and Attorney Decl. at ¶ 41.

76. On October 21, 2024, in compliance with the Brazilian Bankruptcy Court's order, Preserva-Ação produced a report summarizing its findings, which confirmed that the EJ Plans secured the requisite thresholds for creditor approval under Brazilian Bankruptcy Law. *See* Representative Decl. at ¶ 60 and Attorney Decl. at ¶ 42.

77. On October 22, 2024, the Brazilian Bankruptcy Court acknowledged the Debtors' filing of the Backstop Agreement and directed creditors to file any comments to the Backstop Agreement or the Preserva-Ação report within five (5) days. *See* Representative Decl. at ¶ 61 and Attorney Decl. at ¶ 43.

78. On October 29, 2024, Macquarie filed a motion seeking (i) recognition of its claim in the amount of BRL $36.9 million, rather than the BRL $34.9 million indicated in the report produced by Preserva-Ação, and (ii) elimination of Section 15.15 of the EJ Plans. *See* Representative Decl. at ¶ 62 and Attorney Decl. at ¶ 44.

79. On October 31, 2024, the Brazilian Bankruptcy Court granted an extension for creditors to comment on Preserva-Ação's report and the terms of the Backstop Agreement to November 7, 2024. *See* Representative Decl. at ¶ 63 and Attorney Decl. at ¶ 45.

80. On November 7, 2024, Vórtx filed another objection on behalf of the holders of the Brazilian Unsecured Debentures. Vórtx (i) requested the Brazilian Bankruptcy Court deem the Backstop Agreement invalid, alleging it provides preferential treatment to certain creditors, (ii) requested additional disclosures with respect to the Backstop Agreement's signatories, (iii) requested certain disclosures by Preserva-Ação, and (iv) demanded Preserva-

Ação revise the amount of the Brazilian Unsecured Debentures claim to reflect additional interest and a fine. *See* Representative Decl. at ¶ 64 and Attorney Decl. at ¶ 46.

81. On November 8, 2024, CCB filed an untimely objection alleging the Backstop Agreement materially changes the EJ Plans' terms, putting into question the impact on the holders of the Covered Claims who signed on to the EJ Plans. CCB further alleged the plans provide different and unequal treatment among creditors of the same classes. *See* Representative Decl. at ¶ 65 and Attorney Decl. at ¶ 47.

82. On November 11, 2024, the Brazilian Bankruptcy Court entered an order approving the EJ Plans (the "**Plan Approval Order**," an English translated copy of which is attached to the Foreign Representative Declaration as **Exhibit F**). In doing so, the Brazilian Bankruptcy Court sustained certain objections and overruled others. *See* Representative Decl. at ¶ 66 and Attorney Decl. at ¶ 48.

83. Specifically, the Brazilian Bankruptcy Court sustained the objections raised by Goldman Sachs Brazil and Macquarie to the Clawback Provision and declared such provision (Section 15.15 of the EJ Plans) null. *See* Representative Decl. at ¶ 67 and Attorney Decl. at ¶ 49.

84. The Brazilian Bankruptcy Court also sustained objections to the nonconsensual third-party releases. The Brazilian Bankruptcy Court ruled that releases of non-debtors (including dismissal of lawsuits against non-debtors) must be consented to and, therefore, such relief was only granted by Covered Creditors who are signatories to the EJ Plans. Thus, the court ruled Sections 11.1, 11.3, 15.10, and 15.11 of the EJ Plans – to the extent they provide releases of third parties – are only enforceable against such Covered Creditors. *See* Representative Decl. at ¶ 68 and Attorney Decl. at ¶ 50.

85. The Brazilian Bankruptcy Court overruled all other objections, relying on creditor approval and concluding, among other things, that the EJ Plans do not provide unfair or inappropriate differentiated treatment among creditors. *See* Representative Decl. at ¶ 69 and Attorney Decl. at ¶ 51.

III. EJ Plans

86. The EJ Plans aim to improve the Debtors' financial condition by achieving the following goals: (i) preserving the Debtors' business activity; (ii) restructuring the Debtors' obligations; (iii) ensuring resources for working capital, required investments, and to finance the exploration of market opportunities; (iv) deleveraging the Debtors' balance sheet; (v) maintaining jobs; and (vi) maximizing value. *See* Representative Decl. at ¶ 70.

87. The EJ Plans establish the terms and conditions necessary for the restructuring of the Covered Claims and the granting of new financing to the Debtors. *See* Representative Decl. at ¶ 71. More specifically, the EJ Plans (as modified pursuant to the Plan Approval Order) provide the following:

Key Terms of Restructuring[6]	
Overview	The EJ Plans establish the terms and conditions necessary for the reorganization of the Debtors' capital structure through a restructuring of Covered Claims and the injection of new capital to provide additional liquidity to fund the Debtors' operations. This is achieved through: (i) restructuring certain of the Debtors' liabilities in exchange for the treatment provided in the EJ Plans, including the issuance of collateral; (ii) obtaining approximately $100 million USD in new financing through the

[6] The following is only a summary of key terms of the EJ Plans, is provided for illustrative purposes only, and is qualified in its entirety by reference to the full text of the EJ Plans. In the event of any inconsistency between this summary table and the EJ Plans, the EJ Plans or the relevant underlying implementation documentation will control in all respects. The two EJ Plans (one for Unigel and the other for the remaining Debtors, referred to as the "Controlled EJ Companies") are the same other than (i) the level of claim recoveries, and (ii) the inclusion of provisions regarding the Plastiglas sale proceeds in the EJ Plan for the Controlled EJ Companies.

Certain terms of this summary are subject to change pending finalization of the terms of the New Money Debentures and the Restructured Debentures (each as defined herein).

<table>
<tr><td></td><td colspan="2">issuance of New Money Notes; and (iii) effectuating the sale of Plastiglas and certain other de minimis assets.</td></tr>
<tr><td>Capital Injection</td><td colspan="2">The Debtors will receive an injection of approximately $100 million USD of funding (the “New Money”), backstopped by the Participating Creditors (as defined below), from the issuance of U.S. Dollar-denominated senior secured notes in the maximum aggregate principal amount of $120 million, including a backstop premium (the “New Money Notes”). To facilitate this financing, the Debtors entered into the Backstop Agreement. In consideration for the backstop commitments by the Covered Creditors party to the Backstop Agreement (referred to in the EJ Plans as the “Participating Creditors”), each Participating Creditor has the right to receive (i) its pro rata share of New Money Notes in the aggregate amount of $20 million, and (ii) New Restructured Notes in an amount equal to 5% of the face value amount of its Covered Claim, plus accrued interest.

The Backstop Agreement had an “outside date” of November 16, 2024, which gave rise to certain termination rights. As of November 18, 2024, the Debtors and the Participating Creditors agreed to extend this outside date to December 31, 2024, subject to further extensions pursuant to the terms of the Backstop Agreement.</td></tr>
<tr><td>Treatment of Covered Claims</td><td colspan="2">Covered Creditors may elect one of four payment options in consideration for their Covered Claims against the Debtors. Option A (as described in further detail below) requires Covered Creditors to contribute New Money. Projected recoveries are dependent on the level of participation in Option A, as described in further detail below.</td></tr>
<tr><td></td><td>Unigel</td><td>Controlled EJ Companies</td></tr>
<tr><td></td><td><u>Option A:</u>
Each Covered Creditor under the Unigel EJ Plan (“Unigel Covered Creditor”) who chooses to contribute its full share of the New Money will receive: (i) 20 cents in USD or Brazilian Reais, as applicable, in New Restructured Notes, for each 1 USD or Brazilian Real, as applicable, of such creditor’s Covered Claim (“Unigel Covered Claim”); (ii) 29 cents in USD or</td><td><u>Option A:</u>
Each Covered Creditor under the Controlled EJ Companies EJ Plan (“Controlled EJ Companies Covered Creditor”) who chooses to contribute its full share of the New Money will receive: (i) 23 cents in USD or Brazilian Reais, as applicable, in New Restructured Notes, for each 1 USD or Brazilian Real, as applicable, of such creditor’s Covered Claim</td></tr>
</table>

	Brazilian Reais, as applicable, in Participating Notes, for each 1 USD or Brazilian Real, as applicable, of its Unigel Covered Claim; (iii) its pro rata share of $50 million of New Money Notes, considering the amount of New Money provided by such Unigel Covered Creditor and the total amount of New Money provided by all Unigel Covered Creditors; and (iv) its pro rata share of HoldCo Depositary Receipts representing interests in class B shares of HoldCo,[7] all of which will be held by the STAK, constituting, in the aggregate, 25% of all HoldCo's issued and outstanding shares, considering the amount of New Money provided by such Unigel Covered Creditor and the total amount of New Money provided by all Unigel Covered Creditors. Unigel Covered Creditors who elect Option A may waive the right to receive the HoldCo Depositary Receipts and/or the Participating Notes, in which case the HoldCo Depositary Receipts and the Participating Notes that would have been distributed to those Unigel Covered Creditors will be redistributed pro rata among the remaining Unigel Covered Creditors who elected Option A.	("**Controlled EJ Companies Covered Claim**"); (ii) 25 cents in USD or Brazilian Reais, as applicable, in Participating Notes, for each 1 USD or Brazilian Real, as applicable, of its Controlled EJ Companies Covered Claim; (iii) its pro rata share of $50 million of New Money Notes, considering the amount of New Money provided by such Controlled EJ Companies Covered Creditor and the total amount of New Money provided by all Controlled EJ Companies Covered Creditors; and (iv) its pro rata share of HoldCo Depositary Receipts representing interests in class B shares of HoldCo, all of which will be held by the STAK, constituting, in the aggregate, 25% of all HoldCo's issued and outstanding shares, considering the amount of New Money provided by such Controlled EJ Companies Covered Creditor and the total amount of New Money provided by all Controlled EJ Companies Covered Creditors. Controlled EJ Companies Covered Creditors who elect Option A may waive the right to receive the HoldCo Depositary Receipts and/or the Participating Notes, in which case the HoldCo Depositary Receipts and the Participating Notes that would have been distributed to those Controlled EJ Companies Covered

[7] HoldCo is a newly formed entity that will acquire 100% of the equity interests in Unigel.

		Creditors will be redistributed pro rata among the remaining Controlled EJ Companies Covered Creditors who elected Option A.
	Option B: Each Unigel Covered Creditor who chooses not to contribute New Money may elect to receive: (i) 11 cents in USD or Brazilian Reais, as applicable, in New Restructured Notes, for each 1 USD or Brazilian Real, as applicable, of its Unigel Covered Claim and (ii) 15 cents, in USD or Brazilian Reais, as applicable, in Participating Notes, for each 1 USD or Brazilian Real, as applicable, of its Unigel Covered Claim. Unigel Covered Creditors who elect Option B may waive their right to receive the Participating Notes, in which case the Participating Notes that would have been distributed to those Unigel Covered Creditors will be redistributed pro rata among the remaining Unigel Covered Creditors who elected Option B.	*Option B:* Each Controlled EJ Companies Covered Creditor who chooses not to contribute New Money may elect to receive: (i) 9 cents in USD or Brazilian Reais, as applicable, in New Restructured Notes, for each 1 USD or Brazilian Real, as applicable, of its Controlled EJ Companies Covered Claim and (ii) 14 cents, in USD or Brazilian Reais, as applicable, in Participating Notes, for each 1 USD or Brazilian Real, as applicable, of its Controlled EJ Companies Covered Claim. Controlled EJ Companies Covered Creditors who elect Option B may waive their right to receive the Participating Notes, in which case the Participating Notes that would have been distributed to those Controlled EJ Companies Covered Creditors will be redistributed pro rata among the remaining Controlled EJ Companies Covered Creditors who elected Option B.
	Option C: Each Unigel Covered Creditor who chooses not to contribute New Money may elect to receive a cash payment, to be paid within one year of the Closing Date, of 4.7 cents in	*Option C:* Each Controlled EJ Companies Covered Creditor who chooses not to contribute New Money may elect to receive a cash payment, to be paid within one year of the Closing Date, of

	USD or Brazilian Reais, as applicable, for each 1 USD or Brazilian Real, as applicable, of its Unigel Covered Claim, subject to a cap of $2.35 million in cash that may be paid in the aggregate to Unigel Covered Creditors who elect this option; and *provided that*, if the total amount of cash that would be owed to Unigel Covered Creditors that elect Option C would exceed such cap, the Unigel Covered Creditors who elected this option will have their claims reduced, *pro rata*, in accordance with such cap. <u>*Option D:*</u> Each Unigel Covered Creditor who (i) chooses not to contribute New Money and chooses not to elect Options B or C, (ii) does not timely make an election, or (iii) elects Option A but fails to timely pay its portion of New Money or otherwise fails to comply with the instructions required to effectuate such election will be deemed to have its Unigel Covered Claim, up to the global limit of BRL $23.5 million, restructured and paid according to the following terms: (i) 30-year maturity date (from the Closing Date); (ii) annual adjustment of 0.25% from the Closing Date until the effective payment date; and (iii) amortized in thirty-one yearly installments,	5.3 cents in USD or Brazilian Reais, as applicable, for each 1 USD or Brazilian Real, as applicable, of its Controlled EJ Companies Covered Claim, subject to a cap of $2.65 million in cash that may be paid in the aggregate to Controlled EJ Companies Covered Creditors who elect this option; and *provided that*, if the total amount of cash that would be owed to Controlled EJ Companies Creditors that elect Option C would exceed such cap, the Controlled EJ Companies Covered Creditors who elected this option will have their claims reduced, *pro rata*, in accordance with such cap. <u>*Option D:*</u> Each Controlled EJ Companies Covered Creditor who (i) chooses not to contribute New Money and chooses not to elect Options B or C, (ii) does not timely make an election, or (iii) elects Option A but fails to timely pay its portion of New Money or otherwise fails to comply with the instructions required to effectuate such election will be deemed to have its Controlled EJ Companies Covered Claim, up to the global limit of BRL $26.5 million, restructured and paid according to the following terms: (i) 30-year maturity date (from the Closing Date); (ii) annual adjustment of 0.25% from the Closing Date until the effective payment date; and (iii) amortized in

	subject to early amortization, according to Schedule 4.5 of the EJ Plans, with the first installment due at the Closing Date and the last installment due at the thirtieth year counted from the Closing Date.	thirty-one yearly installments, subject to early amortization, according to Schedule 4.5 of the EJ Plans, with the first installment due at the Closing Date and the last installment due at the thirtieth year counted from the Closing Date.
Monitoring Agent	The EJ Plans provide for the appointment of an independent agent responsible for monitoring the financial transactions of the Unigel Group, including acting as a non-statutory Chief Restructuring Officer, analyzing and validating financial numbers and projections provided by the Unigel Group, analyzing the Unigel Group's financial strategy, analyzing operational and financial margins and capital expenditure needs, meeting with and reporting to creditors, approving the renegotiation of financial claims, and monitoring and approving Unigel Group's use of sale proceeds and certain cash flow and other financial transactions (the "**Monitoring Agent**"). The Monitoring Agent was appointed on May 20, 2024 and the Monitoring Agent's tenure will conclude, at the earliest, at the Closing Date (i.e., when all requirements set forth in the EJ Plans have been satisfied). In addition, the Debtors are also subject to certain restrictions on financial transactions, set forth in Schedule 8.1 to the EJ Plans, including but not limited to, (i) managing and using cash of the Unigel Group as approved by the Cash Committee (as defined in the EJ Plans), (ii) informing the Monitoring Agent of the Unigel Group's payments and receivables, (iii) refraining from making payments of Related Party Claims (as defined in the EJ Plans), (iv) delivering to the Monitoring Agent future cash flow projections, and (v) participating in weekly meeting with the Monitoring Agent.	
Equity Ownership	Upon the effectiveness of the EJ Plans, and after the delivery of the HoldCo Depositary Receipts, the equity interests in HoldCo will be divided as follows: 50% of the total share capital (i.e. all class B shares of HoldCo) to be held indirectly by Covered Creditors providing New Money; and 50% of the total share capital (i.e. all class A shares of HoldCo) to be held by the original shareholders of the Debtors.	
New Money Notes	The New Money Notes will be issued by Unigel Lux. The New Money Notes will be issued pursuant to a New York law governed indenture at par and held through DTC. Covered Creditors whose claims are denominated in Brazilian Reais may	

	alternatively elect to receive the New Money Notes pursuant to a debenture governed by Brazilian law and held through a Brazilian securitization company (the "**New Money Debentures**"). The New Money Notes will have the following terms: • maximum aggregate principal amount of $120 million USD; • interest payable quarterly at rate of 13.5% per year, if paid in cash, or 15% per year, if paid in kind (PIK), with PIK toggle available through June 2025; • maturing December 2027; • payment of principal due in a single installment on the maturity date (except to the extent redeemed); • guaranteed by (i) Unigel, (ii) CBE, (iii) Proquigel, (iv) Unigel Químicos S.A. ("**Unigel Químicos**"), (v) Unigel Distribuidora S.A. ("**Unigel Distribuidora**"), (vi) Unigel Comercializadora de Enegia S.A. ("**Unigel Comercializadora**"), (vii) Ecohydrogen Energy, S.A. ("**Ecohydrogen Energy**"), and (viii) HoldCo; and • secured by a first-priority lien on the Fiduciary Collateral (as described below). The New Money Debentures will have the same terms as the New Money Notes but with necessary regulatory and legal differences, including currency of payment and debtor.
New Restructured Notes	The New Restructured Notes will be issued by Unigel Lux. The New Restructured Notes will be issued pursuant to a New York law governed indenture at par and held through DTC. Covered Creditors whose claims are denominated in Brazilian Reais may alternatively elect to receive the New Restructured Notes pursuant to a debenture governed by Brazilian law and held through a Brazilian securitization company (the "**Restructured Debentures**"). The New Restructured Notes will have the following terms: • principal amount equal to the aggregate amount of Covered Claims held by Covered Creditors who select Option A and Option B, as adjusted by the applicable discount rate (see "Treatment of Covered Claims"); • interest payable quarterly at rate of 11% per year, if paid in cash, or 12% per year, if paid in kind (PIK), with PIK toggle available through December 2025; • maturing December 2028; • payment of principal due in a single installment on the maturity date (except to the extent redeemed); • guaranteed by (i) Unigel, (ii) Proquigel, (iii) CBE,

	(iv) Unigel Químicos S.A., (v) Unigel Distribuidora, (vi) Unigel Comercializadora, (vii) Ecohydrogen Energy, and (viii) HoldCo; and • secured by a second-priority lien on the Fiduciary Collateral (as described below). The Restructured Debentures will have the same terms as the New Restructured Notes but with necessary regulatory and legal differences, including currency of payment and debtor.
Collateral	The New Money Notes and the New Restructured Notes will be secured by: • Holdco shares held by Cigel or any Related Party (as defined in the EJ Plans) of Cigel; • the shares in Unigel, CBE, Proquigel, Unigel Químicos, Unigel Distribuidora, Unigel Comercializadora, Ecohydrogen Energy, and Unigel Lux; • certain industrial equipment, plants, buildings, and land constituting industrial assets; • accounts receivable from clients, upfront payments, and accounts of HoldCo and its subsidiaries that shall represent at least 30% of the revenue of the Unigel Group (subject to increase in certain circumstances); and • certain other assets listed in a Schedule to the EJ Plans. The New Money Notes and the New Money Debentures will be secured by a *pari passu* first-priority lien on the Fiduciary Collateral. The New Restructured Notes and the Restructured Debentures will be secured by a *pari passu* second-priority lien on the Fiduciary Collateral.
Participating Notes	The Participating Notes will be issued by HoldCo. The Participating Notes will be issued pursuant to a New York law governed indenture at par and held through DTC. Covered Creditors whose claims are denominated in Brazilian Reais may alternatively elect to receive the Participating Notes pursuant to a debenture governed by Brazilian law and held through a Brazilian securitization company (the "**Participating Debentures**"). Covered Creditors who elect Option A and Option B shall receive 90% of the total amount of Participating Notes issued, while Cigel, in compensation for the dilution of its equity holdings in the Debtors as a result of the reorganization provided for in the EJ Plans, shall receive Participating Notes equal to 10% of the total amount of Participating Notes issued. The Participating Notes will have the following terms:

	• principal amount equal to the aggregate amount of Covered Claims held by Covered Creditors who select Option A and Option B and the Participating Notes to be issued in favor of Cigel; • interest rate of 15% per annum, payable in kind (PIK) or, after January 1, 2029, if the New Money Notes and the New Restructured Notes have been paid in full, cash toggle available; • maturing December 2044; • mandatorily and automatically convertible into 95% of the total share capital of HoldCo: o immediately in the event the Participating Notes are not fully amortized or refinanced by December 31, 2029 (the "**Conversion Date**"), *provided that*, if the total outstanding balance of the Participating Notes as of December 31, 2029 is lower than the total outstanding balance as of December 31, 2028, the Conversion Date shall be postponed to December 31, 2030; o if an event of default occurs and is continuing, immediately by direction of holders of at least 25% in aggregate principal amount of the then-outstanding Participating Notes; o upon the occurrence of an Early Conversion Event; and o upon the occurrence of a Fundamental Change Conversion Event[8]; • sole remedy upon an event of default is conversion into equity interests in HoldCo; • unsecured; and • without guarantors. The Participating Debentures will have the same terms as the Participating Notes but with necessary regulatory and legal differences, including currency of payment and debtor.

[8] This includes any of the following events: (i) Henri Armand Slezynger or any Family Member (as defined in the EJ Plans) of Henri Armand Slezynger ceases to control a majority of the class A shares, directly or indirectly; (ii) collapse of all classes of HoldCo equity interests into a single class of ordinary shares; or (iii) the amalgamation, consolidation with, or merger of HoldCo into or with another company, except if the Participating Notes are paid in full in connection with any such transaction.

Sale of Plastiglas	The Controlled EJ Companies EJ Plan provides the Debtors with authority to take all necessary measures to implement the sale of Plastiglas to Stabilit, sets forth the approved use of sale proceeds, and releases Plastiglas from all Covered Claims. The Monitoring Agent, until the Closing Date, is responsible for monitoring the financial transactions in connection with, and the use of proceeds from, the sale of Plastiglas.
Releases	The EJ Plans provide for the release (i) by Covered Creditors of all Covered Claims against the Debtors, (ii) by the Debtors and the holders of the 2026 Notes of BNY, as trustee, and its related parties, from certain claims and causes of action related to the 2026 Notes and the Foreign Proceedings, and (iii) by Covered Creditors who are signatories to the EJ Plans of all Covered Creditors who are signatories to the EJ Plans, the Debtors, entities within the Unigel Group, BNY, and each of their respective related parties, from claims and causes of action related to the Foreign Proceedings and the transactions under the EJ Plans. The EJ Plans further provide an injunction prohibiting the enforcement, collection, or receipt of Covered Claims against the Debtors and the dismissal of all lawsuits and other actions aimed at enforcing Covered Claims against the Debtors. With respect to Covered Creditors who are signatories to the EJ Plans, such injunction and dismissal provisions extend to actions against certain non-debtor parties listed in the EJ Plans.

See Representative Decl. at ¶ 71.

IV. Chapter 15 Cases

88. These Chapter 15 Cases are integral to an effective restructuring, as they ensure U.S. creditors, trustees, and common depositaries are bound to the EJ Plans and the Brazilian Orders, protect the Debtors' assets and business transactions in the U.S., and effectuate the terms of the EJ Plans and the Brazilian Orders with respect to the Debtors' U.S. law-governed debt. In particular, the transactions contemplated in the EJ Plans restructure, release, and extinguish the Debtors' obligations under the 2026 Notes. Such restructuring can be more effectively implemented through recognition of the Foreign Proceedings and recognition and enforcement of the Brazilian Orders and the EJ Plans in these Chapter 15 Cases, including by

providing BNY, the 2026 Notes trustee, and DTC with a United States court order on which these entities can rely for authorization and direction to cancel the 2026 Notes and discharge these debt obligations.

89. Therefore, the EJ Plans, as negotiated with the supporting creditors, specifically contemplate, as a condition to the effectiveness of the EJ Plans, entry of an order by this Court (i) recognizing the Foreign Proceedings as foreign main proceedings under the Bankruptcy Code, (ii) enforcing and giving full force and effect to the EJ Plans in the U.S., and (iii) authorizing and directing the relevant parties to take any and all actions necessary to give effect to the terms of the EJ Plans.

90. In contemplation of this, on July 25, 2024, the shareholders of Unigel, Proquigel and CBE, and on September 23, 2024, the Board of Directors of Unigel Lux, appointed the Foreign Representative and authorized him to file the Chapter 15 Petitions and attendant motions seeking recognition and enforcement of the Foreign Proceedings for each of the Debtors. *See* Representative Decl. at ¶ 2. Commencement of these Chapter 15 Cases was further authorized by the Brazilian Bankruptcy Court pursuant to its approval of the EJ Plans, which explicitly contemplate and require recognition through these Chapter 15 Cases. Working in concert, the Foreign Proceedings and these Chapter 15 Cases will enable the Debtors to restructure their operations and liabilities, and permit them to continue operating as a going concern with sufficient liquidity and manageable debt and other obligations.

91. The Foreign Representative respectfully submits that recognition is appropriate to maximize the effectiveness of the overall restructuring, and achieve the fundamental objectives of chapter 15, including:

a) protecting the interests of the Debtors and their creditors by facilitating completion of the Foreign Proceedings;

b) effectuating a restructuring that maximizes value by preserving jobs and allowing the Debtors to continue operating as a going concern;

c) providing certainty to the Debtors, their creditors, and other existing and potential stakeholders by precluding parties from taking actions in the United States contrary to the EJ Plans and the Foreign Proceedings;

d) facilitating cooperation through established principles of comity, and ensuring that each Covered Creditor is treated consistently, regardless of whether they are located in Brazil or the United States;

See Representative Decl. at ¶¶ 9, 70, and 72.

Basis for Relief Requested

I. Debtors Are Eligible for Chapter 15 Relief and Recognition of Foreign Proceedings Is Appropriate

92. To be eligible for chapter 15 relief, the Debtors must meet the general eligibility requirements under section 109(a) of the Bankruptcy Code as well as the more specific eligibility requirements under section 1517(a) of the Bankruptcy Code. As demonstrated below, the Debtors meet all eligibility requirements and the relief sought herein is appropriate under chapter 15.

A. Debtors Meet General Eligibility Requirements of Section 109(a) of the Bankruptcy Code

93. Section 103(a) of the Bankruptcy Code provides that chapter 1, which includes section 109(a), "appl[ies] in a case under chapter 15." 11 U.S.C. § 103(a). Thus, the Debtors must meet the eligibility requirements of section 109(a) of the Bankruptcy Code to obtain relief under chapter 15. Section 109(a) of the Bankruptcy Code provides that "[n]otwithstanding any other provision of this section, only a person that resides or has a domicile, a place of business, or property in the United States, or a municipality, may be a debtor under this title." 11 U.S.C. § 109(a). Thus, under section 109(a) a foreign debtor must reside,

have a domicile, or place of business, or property in the United States to be eligible to file a chapter 15 petition. *See Drawbridge Special Opportunities Fund LP v. Barnet* (*In re Barnet*), 737 F.3d 238, 250 (2d Cir. 2013).

94. Section 109(a) of the Bankruptcy Code does not require a specific quantum of property in the United States, nor does it indicate when or for how long such property must have a U.S. situs. *See, e.g.*, *In re Berau Cap. Res. Pte Ltd.*, 540 B.R. 80, 82 (Bankr. S.D.N.Y. 2015). Courts in this District have required that the debtor have only nominal property in the United States to be eligible to file a chapter 15 case. *See, e.g., GMAM Inv. Funds Tr. I v. Globo Comunicacoes e Participacoes S.A. (In re Globo Comunicacoes e Participacoes S.A.)*, 317 B.R. 235, 249 (S.D.N.Y. 2004) ("For a foreign corporation to qualify as a debtor under Section 109, courts have required only nominal amounts of property to be located in the United States, and have noted that there is 'virtually no formal barrier' to having federal courts adjudicate foreign debtors' bankruptcy proceedings.") (citation omitted); *In re Paper I Partners, L.P.*, 283 B.R. 661, 674 (Bankr. S.D.N.Y. 2002) ("[T]here is no statutory requirement as to the property's minimum value.").

95. Accordingly, Courts have held that bank accounts, attorney retainers, contract rights, or causes of action owned by a foreign debtor with a situs in the U.S. satisfy the "property in the United States" eligibility requirement of section 109(a) of the Bankruptcy Code. *See, e.g., In re Octaviar Admin. Pty Ltd.*, 511 B.R. 361, 372-74 (Bankr. S.D.N.Y. 2014) (noting the "line of authority that supports the fact that prepetition deposits or retainers can supply 'property' sufficient to make a foreign debtor eligible to file in the United States," and holding that cash in a client trust account maintained by United States counsel to the foreign representative satisfied section 109(a)); *In re Suntech Power Holdings Co., Ltd.*, 520 B.R. 399,

413-16 (Bankr. S.D.N.Y. 2014) (holding that a New York bank account over which chapter 15 debtor possessed power to direct disbursement of funds was property sufficient to establish eligibility for chapter 15 case in New York); *In re PT Bakrie Telecom Tbk*, 601 B.R. 707, 715 (Bankr. S.D.N.Y. 2019) (concluding that rights under a New York law indenture and New York law notes satisfy eligibility requirements under section 109(a)); *In re Olinda Star Ltd*., 614 B.R. 28, 39-40 (Bankr. S.D.N.Y. 2020) (holding that a small retainer in the United States and rights under New York law debt instruments satisfy eligibility requirements under section 109(a)); *In re Berau Capital Res. Pte Ltd.*, 540 B.R. 80, 83 (finding that "[c]ontracts create property rights for the parties to the contract. A [foreign] debtor's contract rights are intangible property of the [foreign] debtor.") (citations omitted); *In re Avanti Commc'ns Grp. PLC*, 582 B.R. 603, 612 (Bankr. S.D.N.Y. 2018) (holding that a retainer in United States and rights under a United States law governed note satisfy section 109(a)); *In re Cell C Proprietary Ltd.*, 571 B.R. 542, 551 (Bankr. S.D.N.Y. 2017) (concluding that a retainer in the United States and rights under New York law governed notes satisfy section 109(a)).

96. Here, the Debtors satisfy the eligibility requirement of section 109(a). Each of the Debtors has property in the United States and in this jurisdiction. The Debtors' property in the United States as of the commencement of the Foreign Proceedings and the date hereof is in New York. *See* Representative Decl. at ¶ 35 and Attorney Decl. at ¶ 52. These assets consist of the Debtors' contractual rights and interests pursuant to the 2026 Notes Indenture and the 2026 Notes, which are governed by New York law and are subject to the jurisdiction of courts in New York for resolution of any disputes related thereto. *See* Representative Decl. at ¶ 35 and Attorney Decl. at ¶ 52. Each Debtor also has property in the Retainers held in a New York bank account. *See* Representative Decl. at ¶ 35.

97. Accordingly, the Debtors meet the general eligibility requirements of section 109(a) of the Bankruptcy Code.

B. Venue is Proper in New York Under 28 U.S.C. § 1410(1), or Alternatively under 28 U.S.C. § 1410(3)

98. Section 1410 of the Bankruptcy Code provides that

> "[a] case under chapter 15 of title 11 may be commenced in the district court of the United States for the district (1) in which the debtor has its principal place of business or principal assets in the United States; (2) if the debtor does not have a place of business or assets in the United States, in which there is pending against the debtor an action or proceeding in a Federal or State court; or (3) in a case other than those specified in paragraph (1) or (2), in which venue will be consistent with the interests of justice and the convenience of the parties, having regard to the relief sought by the foreign representative."

28 U.S.C. §1410.

99. Courts have explained that "[s]ection 1410 establishes a 'hierarchy of choices.'" *In re Suntech*, 520 B.R. at 413 (citation omitted) (holding that the foreign debtor had established venue in New York simply by having opened a bank account in New York prior to the time of the chapter 15 filing). In *In re Serviços de Petróleo Constellation S.A*, the court found that venue in New York was appropriate because the principal prepetition debt obligations were governed by the laws of the State of New York and contemplated New York as the venue for disputes, and because "each of the Chapter 15 [d]ebtors owns $1,000 cash in U.S. bank accounts principally located in Manhattan, New York." 600 B.R. 237, 269 (Bankr. S.D.N.Y. 2019); *see In re Inversora Eléctrica de Buenos Aires S.A.*, 560 B.R. 650, 655 (Bankr. S.D.N.Y. 2016) (holding that deposits in a New York bank account, an attorney retainer on deposit in New York, and New York law-governed debt containing a New York forum selection clause "whether considered alone or together…provide a sufficient basis for jurisdiction and venue in New York").

100. As set forth above, the Debtors' assets in the United States as of the commencement of the Foreign Proceedings and the date hereof are in New York, including specifically in Manhattan.

101. Alternatively, venue in New York is also in the interests of justice and convenience of the parties under section 1410(3) of the Bankruptcy Code given the breadth of well-developed authority in this jurisdiction, the ability of this Court to promote an economic and efficient administration of the Debtors' restructuring, and the fact that the Foreign Representative's counsel is situated in New York.[9] *See In re Suntech*, 520 B.R. at 422-23 (citations omitted) (holding that the most important factor in the interests of justice analysis is "the economic and efficient administration of the estate" and that "convenience of the parties generally involves consideration of the location of the parties and their counsel").

102. Accordingly, the Debtors meet the requirements of 28 U.S.C. § 1410 to establish venue in New York.

C. Requirements of Section 1517(a) of the Bankruptcy Code Are Satisfied

103. Section 1517(a) of the Bankruptcy Code provides that, after notice and a hearing,

> [A]n order recognizing a foreign proceeding shall be entered if (1) such foreign proceeding for which recognition is sought is a foreign main proceeding or foreign nonmain proceeding within the meaning of section 1502; (2) the foreign representative applying for recognition is a person or body; and (3) the petition meets the requirements of section 1515.

11 U.S.C. § 1517(a). Each of those requirements has been satisfied.

[9] Section 1410(2), which provides for venue where there is a pending action or proceeding in a Federal or State court if the debtor does not have a place of business or assets in the United States does not apply here, as the Debtors have assets in New York.

i. Foreign Proceedings Are "Foreign Main Proceedings" Under Section 1502 of the Bankruptcy Code

104. The Foreign Proceedings are foreign main proceedings for each of the Debtors. As such, the Foreign Proceedings satisfy the first condition for entry of a recognition order under section 1517(a) of the Bankruptcy Code.

105. Section 101(23) of the Bankruptcy Code defines "foreign proceeding" as:

> [A] collective judicial or administrative proceeding in a foreign country, including an interim proceeding, under a law relating to insolvency or adjustment of debt in which proceeding the assets and affairs of the debtor are subject to control or supervision by a foreign court, for the purpose of reorganization or liquidation.

11 U.S.C. § 101(23). A "foreign court" is defined as "a judicial or other authority competent to control or supervise a foreign proceeding." 11 U.S.C. § 1502(3).

106. Courts have held that a foreign proceeding is one in which "acts and formalities [are] set down in law so that courts, merchants and creditors can know them in advance, and apply them evenly in practice." *In re Betcorp Ltd.*, 400 B.R. 266, 278 (Bankr. D. Nev. 2009). In determining whether a specific proceeding is a "foreign proceeding" under section 101(23) of the Bankruptcy Code, courts look to the following criteria:

> (i) [the existence of] a proceeding; (ii) that is either judicial or administrative; (iii) that is collective in nature; (iv) that is in a foreign country; (v) that is authorized or conducted under a law related to insolvency or the adjustment of debts; (vi) in which the debtor's assets and affairs are subject to the control or supervision of a foreign court; and (vii) which proceeding is for the purpose of reorganization and or liquidation.

Armada (Singapore) Pte Ltd. v. Shah (*In re Ashapura Minechem Ltd.*), 480 B.R. 129, 136 (S.D.N.Y. 2012) (citing *Betcorp*).

107. Courts considering chapter 15 petitions have regularly found that Brazilian EJ proceedings are foreign proceedings. *See, e.g., In re ODN I Perfurações Ltda., et al.*, No. 23-10557 (DSJ) (Bankr. S.D.N.Y. May 4, 2023) (ECF No. 24) (recognizing an extrajudicial

reorganization proceeding as a foreign main proceeding); *In re Andrade Gutierrez Engenharia S.A.*, No. 22-11425 (MG) (Bankr. S.D.N.Y. Dec. 2, 2022) (ECF No. 40) (same); *In re Odebrecht Engenharia e Construção S.A.*, No. 20-12741 (MEW) (Bankr. S.D.N.Y. Dec. 30, 2020) (ECF No. 15) (same); *In re Odebrecht Óleo E Gás* S.A., No. 17-13130 (JLG) (Bankr. S.D.N.Y. Dec. 13, 2017) (ECF No. 28) (same); *In re Lupatech S.A.*, No. 16-11078 (MG) (Bankr. S.D.N.Y. May 26, 2016) (ECF No. 15) (same). For the reasons set forth below, the Foreign Proceedings are "foreign proceedings" that satisfy the requirements of section 101(23).

a. Foreign Proceedings Are Judicial

108. First, the Foreign Proceedings are "judicial" in nature. A reorganization proceeding is judicial in character whenever a "court exercises its supervisory powers." *In re ABC Learning Centres Ltd.*, 445 B.R. 318, 328 (Bankr. D. Del. 2010), *on reconsideration in part* (Jan. 21, 2011), *subsequently aff'd*, 728 F.3d 301 (3rd Cir. 2013). The Foreign Proceedings were commenced in and are pending before the Brazilian Bankruptcy Court. The Brazilian Bankruptcy Court has exclusive jurisdiction over matters relating to the claims being restructured and is instrumental to the implementation of the EJ Plans. *See* Attorney Decl. at ¶ 54. Absent the Brazilian Bankruptcy Court's approval and oversight, the Debtors cannot implement the EJ Plans. *Id*.

b. Foreign Proceedings Are Collective in Nature

109. Second, the Foreign Proceedings are "collective." A proceeding is "collective if it considers the rights and obligations of all creditors." *ABC Learning Centres*, 445 B.R. at 328 (citing *Betcorp*, 400 B.R. at 281). "The 'collective proceeding' requirement is intended to limit access to chapter 15 to proceedings that benefit creditors generally and to exclude proceedings that are for the benefit of a single creditor." 8 Collier on Bankruptcy ¶ 1501.03 (16th ed. 2024). Courts in the United States have held foreign proceedings to be

collective in nature where all impacted creditors had a right to object to the proposed restructuring and where the court was involved in approving the transactions contemplated by the foreign proceedings. *See Avanti*, 582 B.R at 613.

110. Here, the Foreign Proceedings are "collective" in nature, as all creditors subject to the Foreign Proceedings and the EJ Plans have been afforded notice and the opportunity to object to the EJ Plans. *See* Attorney Decl. at ¶¶ 31 and 35. The EJ Plans also provided for the appointment of a Monitoring Agent to monitor the Debtors' financial transactions and communicate with creditors. *See* Representative Decl. at ¶ 71. The Foreign Proceedings allow for participation by all Covered Creditors. *See* Attorney Decl. at ¶ 53. In addition, the EJ Plans must be approved by the Brazilian Bankruptcy Court, which it can only do if the requisite majorities of creditors support the EJ Plans. *See* Attorney Decl. at ¶ 12. After becoming effective, the EJ Plans will be binding on all Covered Creditors. *See* Attorney Decl. at ¶¶ 12 and 53. Accordingly, the Foreign Proceedings consider the rights of all the Covered Creditors, rather than a single creditor.

c. Foreign Proceedings Are Located in a Foreign Country

111. Third, the Foreign Proceedings are pending before a court in a foreign country. The Brazilian Bankruptcy Court before which the Foreign Proceedings are pending is located in the São Paulo District of the State of São Paulo in Brazil. *See* Attorney Decl. at ¶¶ 3 and 55.

d. Foreign Proceedings Relate to Adjustments of Debt

112. Fourth, the Foreign Proceedings are proceedings conducted under laws relating to insolvency or adjustment of debts. Insolvency proceedings in Brazil are governed by the Brazilian Bankruptcy Law. *See* Attorney Decl. at ¶ 9. Brazilian Bankruptcy Law is modeled after the Model Law on Cross-Border Insolvency of the United Nations Commission on

International Trade Law. *See* UNCITRAL Model Law on Cross Border Insolvency (1997), https://uncitral.un.org/en/texts/insolvency/modellaw/cross-border_insolvency/status. EJ proceedings specifically are governed by Articles 161 et seq. of the Brazilian Bankruptcy Law, which sets forth the process for proposing and obtaining court approval of an EJ plan that restructures a debtor's obligations, in exchange for treatment provided under the plan. *See* Attorney Decl. at ¶ 11; *see also Betcorp*, 400 B.R. at 278 ("[T]he hallmark of a 'proceeding' is a statutory framework that constrains a company's actions and that regulates the final distribution of a company's assets.").

113. EJ proceedings include classic elements of insolvency and debt adjustment laws, such as: (i) a stay of all actions and enforcement proceedings against the debtor that are related to claims being restructured pursuant to the EJ plan; and (ii) equal treatment of all similarly situated creditors within the same class (subject to narrow exceptions, such as where certain creditors are providing new capital). *See* Attorney Decl. at ¶¶ 19 and 22.

e. Foreign Proceedings Subject the Debtors to Supervision of Foreign Court

114. Sixth, the Debtors' assets and affairs are subject to supervision of the Brazilian Bankruptcy Court during the pendency of the Foreign Proceedings. In Brazil, the appropriate state civil court has exclusive jurisdiction over matters relating to the claims being restructured. *See* Attorney Decl. ¶ 14. Here, where the EJ proceeding was commenced following Mediation, the court (the Brazilian Bankruptcy Court) that issued the stay during the Mediation maintained jurisdiction over the EJ proceeding. *Id*. The approval of the Brazilian Bankruptcy Court was required for commencement of the Foreign Proceedings and in order for the EJ Plans to become effective. *See* Attorney Decl. ¶¶ 12 and 20; *see also In re ENNIA Caribe Holding N.V.*, 594 B.R. 631, 640 (Bankr. S.D.N.Y. 2018) (finding that the proceeding that was

subject to supervision of a foreign court through, among other things, the requirement of the foreign court's approval to initiate or terminate the proceeding was a foreign proceeding). Moreover, Covered Creditors had an opportunity to raise objections and be heard by the Brazilian Bankruptcy Court. *See* Attorney Decl. ¶ 20. Indeed, the Brazilian Bankruptcy Court struck and modified certain provisions in the EJ Plans in response to creditor objections, holding that such provisions violated principles of applicable Brazilian law. *See* Representative Decl. ¶¶ 67 and 68 and Attorney Decl. ¶¶ 49 and 50. The order entered by the Brazilian Bankruptcy Court confirming the EJ Plans binds all holders of Covered Claims. *See* Attorney Decl. ¶ 20.

f. Foreign Proceeding Are Intended to Facilitate the Debtors' Reorganization

115. Seventh, and finally, the Foreign Proceedings are intended to facilitate the Debtors' reorganization. The Foreign Proceedings are intended to protect the Debtors so that they may continue to operate while they pursue a restructuring to modify their debts, receive new capital, and emerge as a going concern business pursuant to the EJ Plans. *See Comm. of Equity Security Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1070 (2d Cir. 1983) ("[T]he purpose of a business reorganization is to restructure a business' finances to enable it to operate productively, provide jobs for its employees, pay its creditors and produce a return for its stockholders.") (citation omitted).

g. Foreign Proceedings Are "Foreign Main Proceedings"

116. With respect to each of the Debtors, the Foreign Proceedings are specifically "foreign main proceedings" within the meaning of section 1502(4) of the Bankruptcy Code. A "foreign main proceeding" is defined in the Bankruptcy Code as a "foreign proceeding pending in the country where the debtor has the center of its main interests[.]" 11 U.S.C. § 1502(4). While the Bankruptcy Code does not define a debtor's center of main interests

("**COMI**"), section 1516(c) provides that, "in the absence of evidence to the contrary, the debtor's registered office. . . is presumed to be the center of the debtor's main interests." 11 U.S.C. § 1516(c). The legislative history indicates that this rebuttable presumption was "designed to make recognition as simple and expedient as possible" in cases where the COMI of a debtor is not controversial. *See* H. Rep. No. 109-31, pt. 1, at 112-13 (2005).

117. In assessing whether the registered office statutory presumption withstands scrutiny, courts have developed a list of non-exclusive factors for determining COMI, which, while not to be applied mechanically, are helpful in assessing an entity's COMI. *See In re SPhinX, Ltd*., 351 B.R. 103, 117 (Bankr. S.D.N.Y. 2006), *aff'd*, 371 B.R. 10 (S.D.N.Y. 2007); *Morning Mist Holdings Ltd. v. Krys (In re Fairfield Sentry Ltd.)*, 714 F.3d 127, 137-38 (2d Cir. 2013); *In re ABC Learning Ctrs. Ltd*., 445 B.R. 318, 333 (Bankr. D. Del. 2010) *on reconsideration in part* (Jan. 21, 2011), *subsequently aff'd*, 728 F.3d 301 (3d Cir. 2013) (citation omitted). Those factors include: (i) the location of the debtor's headquarters; (ii) the location of those who actually manage the debtor (which, conceivably could be the headquarters of a holding company); (iii) the location of the debtor's primary assets; (iv) the location of the majority of the debtor's creditors or a majority of the creditors who would be affected by the case; and (v) the jurisdiction whose law would apply to most disputes. *See In re Fairfield Sentry Ltd*., 714 F.3d at 137.

118. The COMI for each of the Debtors is Brazil. Three of the Debtors are incorporated and have their registered offices in Brazil. In addition, as set forth in more detail in the Foreign Representative Declaration and herein, each of the Debtors is operationally and functionally centered in Brazil and governed from Brazil. The Unigel Group's headquarters and primary operational and strategic business activities are directed from the São Paulo Office and

their primary assets are located in Brazil. *See* Representative Decl. at ¶¶ 14, 17 and 18.

119. Accordingly, since the COMI for each of these Debtors is in Brazil, the Foreign Proceedings should be recognized as foreign main proceedings for each of the Debtors, pursuant to section 1517(b)(1) of the Bankruptcy Code.

ii. Chapter 15 Cases Commenced by a Duly Authorized Person

120. The Foreign Representative is a person who is duly authorized to serve in his capacity as a foreign representative in these Chapter 15 Cases and, as such, satisfies the second condition for entry of an order recognizing such proceeding under section 1517(a) of the Bankruptcy Code. The term "foreign representative" is defined in section 101(24) of the Bankruptcy Code as:

> a person or body, including a person or body appointed on an interim basis, authorized in a foreign proceeding to administer the reorganization or the liquidation of the debtor's assets or affairs or to act as a representative of such foreign proceeding.

11 U.S.C. § 101(24).

121. The Foreign Representative in this case is an individual who has been duly appointed by the shareholders of Unigel, Proquigel and CBE and by the Board of Directors of Unigel Lux to act as the foreign representative on behalf of each of the respective Debtors in connection with the Foreign Proceedings. *See* Representative Decl. at ¶ 2; *In re Culligan Ltd.*, No. 20-12192 (JLG), 2023 Bankr. LEXIS 2254, at *2 and at *6 (Bankr. S.D.N.Y. Sep. 12, 2023) (referring to the individuals appointed by a shareholders' resolution "for the purpose of winding up the Debtor" as the "authorized foreign representatives of the Debtor"); *Ad Hoc Grp. of Vitro Noteholders v. Vitro S.A.B. de C.V. (In re Vitro*, *S.A.B. de C.V.)*, 470 B.R. 408, 412 (N.D. Tex. 2012), *aff'd sub nom.*, *In re Vitro S.A.B. de CV*, 701 F.3d 1031 (5th Cir. 2012) (recognizing that a board of directors may authorize a person to act as company's foreign representative in a

chapter 15 proceeding); *In re Compania Mexicana de Aviacion, S.A. de C.V.*, No. 10-14182 (MG) (Bankr. S.D.N.Y. Nov. 8, 2010) (ECF No. 261) (same). Accordingly, André Luis da Costa Gaia is a "foreign representative" within the meaning of section 101(24) of the Bankruptcy Code.

iii. Chapter 15 Petitions Meet Requirements of Section 1515 of the Bankruptcy Code and Bankruptcy Rule 1007(a)(4)

122. The Chapter 15 Petitions meet the requirements of section 1515 of the Bankruptcy Code and, as such, satisfy the final condition for entry of an order recognizing a proceeding under section 1517(a) of the Bankruptcy Code. Specifically, section 1515(a) of the Bankruptcy Code requires that the foreign representative apply to the court for recognition by filing a petition for recognition. Pursuant to section 1515(b) of the Bankruptcy Code, a petition for recognition must be accompanied by one of the following:

i. a certified copy of the decision commencing such foreign proceeding and appointing the foreign representative;

ii. a certificate from the foreign court affirming the existence of such foreign proceeding and of the appointment of the foreign representative; or

iii. in the absence of evidence referred to in paragraphs (1) and (2), any other evidence acceptable to the court of the existence of such foreign proceeding and of the appointment of the foreign representative.

Moreover, the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**") require that certain documents be attached to the Chapter 15 Petitions.

123. Here, the Foreign Representative duly and properly commenced these Chapter 15 Cases by filing the Chapter 15 Petitions accompanied by all fees, documents, and information required by the Bankruptcy Code and the Bankruptcy Rules, including: (i) corporate ownership statements containing the information described in Bankruptcy Rule 7007.1; (ii) a list containing (a) the names and addresses of all persons or bodies authorized to administer the

Foreign Proceedings, (b) all parties to litigation pending in the United States in which the Debtors are a party at the time of the filing of the Chapter 15 Petitions (in this case none), and (c) all entities against whom provisional relief is being sought under section 1519 of the Bankruptcy Code (in this case, none); (iii) certified copies of the Brazilian Commencement Order; and (iv) copies of the shareholder meeting minutes of Unigel, Proquigel and CBE, and Board of Directors meeting minutes of Unigel Lux, appointing the Foreign Representative and authorizing the Foreign Representative to file the Chapter 15 Petitions and attendant motions seeking recognition and enforcement of the Foreign Proceedings for each of the Debtors.[10]

124. Having filed the above-referenced documents, and because the Court is entitled to presume the authenticity of such documents filed in connection with the Chapter 15 Petitions under section 1516(b) of the Bankruptcy Code, the requirements of section 1515 of the Bankruptcy Code and Bankruptcy Rule 1007(a)(4) have been met and these Chapter 15 Cases were properly commenced. *See* 11 U.S.C. §§ 1504, 1509(a), 1515; Bankruptcy Rule 1007(a)(4).

125. Accordingly, the Debtors meet the eligibility requirements of section 109(a) of the Bankruptcy Code and the requirements for recognition under section 1517(a) of the Bankruptcy Code, the Debtors are eligible for chapter 15 relief, and the Court should recognize the Foreign Proceedings as foreign main proceedings.

II. Recognition and Enforcement of the Foreign Proceedings, EJ Plans, and Brazilian Orders and Additional Relief Pursuant to Sections 1507 and 1521 Are Proper

126. The Foreign Representative respectfully requests the Court recognize and provide for enforcement in the United States of the Foreign Proceedings, the EJ Plans, and the Brazilian Orders to help implement and ensure the effectiveness of the Debtors' restructuring.

[10] Because each Debtor is subject only to its individual respective Foreign Proceeding before the Brazilian Bankruptcy Court, a statement identifying additional countries in which a foreign proceeding by, regarding, or against the debtor was pending was not applicable.

Specifically, the Foreign Representative requests that the Court: (i) recognize, grant comity to, and give full force and effect in the United States to the Foreign Proceedings, the EJ Plans, and the Brazilian Orders; (ii) give full force and effect in the United States to the restructuring of the Debtors' obligations pursuant to the terms of the EJ Plans, including with respect to the 2026 Notes; (iii) authorize and direct the Directed Parties to take any and all lawful actions necessary or appropriate to give effect to and implement the EJ Plans and the Brazilian Orders and consummate the transactions contemplated thereunder, including, but not limited to, making distributions of cash, New Money Notes, Restructured Notes, Participating Notes and Holdco Depositary Receipts to parties as contemplated under the EJ Plans or the Brazilian Orders, and effectuating the cancellation and discharge of the 2026 Notes and related documentation; (iv) exculpate the Debtors, the Foreign Representative, the Directed Parties, the Participating Creditors, and each of their respective agents, directors, officers, employees, representatives, attorneys, advisors, successors and assigns; and (v) enjoin parties from taking any action in the United States that is otherwise inconsistent with or in contravention of the EJ Plans and the Brazilian Orders.

A. Additional Relief Is Appropriate Because Parties Are Protected and Comity Is Served

127. Upon recognition of a foreign proceeding as a foreign main proceeding, certain provisions of the Bankruptcy Code are made applicable to a chapter 15 case as a matter of right pursuant to section 1520 of the Bankruptcy Code. Here, this relief applies with respect to the Debtors, which have foreign main proceedings pending in Brazil (as discussed above). In addition to these protections, a foreign representative may request additional "appropriate relief" pursuant to section 1521(a) of the Bankruptcy Code. 11 U.S.C. § 1521(a). Section 1521(a) of the Bankruptcy Code authorizes the Court to grant "any appropriate relief" to a foreign

representative "where necessary to effectuate the purpose of [chapter 15] and to protect the assets of the debtor or the interests of the creditors . . . ." 11 U.S.C. §§ 1521(a); *see also Avanti*, 582 B.R. at 612 ("The discretion that is granted is 'exceedingly broad,' since a court may grant 'any appropriate relief' that would further the purposes of chapter 15 and protect the debtor's assets and the interests of creditors") (internal citations omitted). Such relief may include (among other things):

i. staying the commencement or continuation of an individual action or proceeding concerning the debtor's assets, rights, obligations or liabilities to the extent they have not been stayed under section 1520(a);

ii. staying execution against the debtor's assets to the extent it has not been stayed under section 1520(a);

iii. suspending the right to transfer, encumber or otherwise dispose of any assets of the debtor to the extent this right has not been suspended under section 1520(a);

iv. providing for the examination of witnesses, the taking of evidence or the delivery of information concerning the debtor's assets, affairs, rights, obligations or liabilities;

v. entrusting the administration or realization of all or part of the debtor's assets within the territorial jurisdiction of the United States to the foreign representative or another person, including the examiner, authorized by the court;

vi. extending relief granted under section 1519(a); and

vii. granting any additional relief that may be available to the trustee, except for relief available under sections 522, 544, 545, 547, 548, 550 and 724(a).

11 U.S.C. § 1521(a).

128. The Court may grant relief under section 1521(a) if the interests of "the creditors and other interested entities, including the debtor, are sufficiently protected." 11 U.S.C. § 1522(a). Although the Bankruptcy Code does not define "sufficient protection," legislative history regarding the protection of creditors and other interested persons indicates that a bankruptcy court is given "broad latitude to mold relief to meet specific circumstances" unless

"it is shown that the . . . proceeding is seriously and unjustifiably injuring United States creditors." H. Rep. No. 109-31, pt. 1, at 116 (2005). Courts have also explained "sufficient protection" as:

> embodying three basic principles: 'the just treatment of all holders of claims against the bankruptcy estate, the protection of U.S. claimants against prejudice and inconvenience in the processing of claims in the [foreign] proceeding, and the distribution of proceeds of the [foreign] estate substantially in accordance with the order prescribed by U.S. law.'

In re ENNIA Caribe Holding N.V., No. 18-12908 (MG) 2019 WL 365749, at *5 (Bankr. S.D.N.Y. Jan. 29, 2019) (quoting *In re Atlas Shipping A/S*, 404 B.R. 726, 740 (Bankr. S.D.N.Y. 2009)).

129. Additionally, the Court may act under section 1507 of the Bankruptcy Code to provide "additional assistance" to a foreign representative, provided that such assistance is "consistent with the principles of comity" and will reasonably assure protection of creditors and the debtor's assets.[11] 11 U.S.C. § 1507; *see also Avanti*, 582 B.R. at 612; *Atlas Shipping*, 404 B.R. at 737–38; *In re Bear Stearns High-Grade Structured Credit Strategies Master Fund, Ltd.*, 389 B.R. 325, 333 (S.D.N.Y. 2008).

130. Similarly, the Supreme Court has held that a foreign judgment should not be challenged in the United States if the foreign forum provides:

> [A] full and fair trial abroad before a court of competent jurisdiction, conducting the trial upon regular proceedings, after due citation or voluntary appearance of the defendant, and under a system of jurisprudence likely to secure an impartial administration of justice between the citizens of its own country and those of other countries, and there is nothing to show either prejudice in the court, or in the system of laws under which it was sitting . . . .

[11] Many of the factors set forth in section 1507(b) of the Bankruptcy Code are the same as those that courts consider in connection with granting relief under section 1521 of the Bankruptcy Code, discussed above. *In re Agrokor d.d.*, 591 B.R. 163, 189 (Bankr. S.D.N.Y. 2018).

Hilton v. Guyot, 159 U.S. 113, 202–03 (1895); *see also Victrix S.S. Co., S.A. v. Salen Dry Cargo A.B.*, 825 F.2d 709, 713 (2d Cir. 1987) ("Federal courts generally extend comity whenever the foreign court had proper jurisdiction and enforcement does not prejudice the rights of United States citizens or violate domestic public policy."); *Avanti*, 582 B.R. at 618–19 (extending comity to a sanctioned scheme that: complied with applicable statutory requirements; fairly represented creditors in classification; found majority acted in a bona fide manner; was one that an intelligent and honest man, acting in respect of his interests as a creditor, might reasonably approve; and where jurisdiction was proper); *In re Bd. of Dirs. of Hopewell Int'l Ins. Ltd.*, 238 B.R. 25, 60, 66–68 (Bankr. S.D.N.Y. 1999), *aff'd sub nom In re Petition of Bd. of Dirs. of Hopewell Int'l Ins. Ltd.*, 275 B.R. 699 (S.D.N.Y. 2002) (noting that comity should be accorded to foreign court orders as long as "it is shown that the foreign court is a court of competent jurisdiction, and that the laws and public policy of the forum state and the rights of its residents will not be violated" (*quoting In re Gee*, 53 B.R. 891, 901 (Bankr. S.D.N.Y. 1985))).

131. It is appropriate to vest the Foreign Representative with the full protections and rights enumerated under section 1521(a)(4) and (5) of the Bankruptcy Code, to be entrusted with the administration or realization of all of the Debtors' assets and affairs in the United States, as well as have the right and power to examine witnesses, take evidence, or deliver information concerning the Debtors' assets, affairs, rights, obligations, and liabilities.

132. In addition, Courts have routinely held that recognizing and enforcing foreign plans and foreign court orders is appropriate under sections 1507 and 1521 of the Bankruptcy Code. *See In re ODN I Perfurações Ltda., et al.*, No. 23-10557 (DSJ) (Bankr. S.D.N.Y. May 4, 2023) (ECF No. 24) (recognizing, enforcing, and granting full comity to the EJ plan and the Brazilian confirmation order); *In re Andrade Gutierrez Engenharia S.A.*, No.

22-11425 (MG) (ECF No. 40) (Bankr. S.D.N.Y. Dec. 2, 2022) (recognizing and enforcing the Brazilian EJ proceeding); *In re Odebrecht Engenharia e Construção S.A.*, No. 20-12741 (MEW) (ECF No. 15) (Bankr. S.D.N.Y. Dec. 30, 2020) (enforcing Brazilian reorganization plan and enjoining acts in contravention thereof); *In re Rede Energia S.A.*, 515 B.R. 69, 93 (Bankr. S.D.N.Y. 2014) (enforcing Brazilian reorganization plan and enjoining acts in contravention thereof); *In re Avanti Commc'ns*, 582 B.R. at 616 ("Cases have held that in the exercise of comity that appropriate relief under section 1521 or additional assistance under section 1507 may include recognizing and enforcing a foreign plan confirmation order.") (citing *In re U.S. Steel Canada Inc.*, 571 B.R. 600, 609 (Bankr. S.D.N.Y. 2017)); *In re Cell C Proprietary Ltd.*, 571 B.R. 542, 554 (Bankr. S.D.N.Y. 2017) (recognizing and enforcing the order of the South African Court sanctioning a scheme of arrangement).

B. Additional Relief Is Necessary and Warranted

133. Here, all creditors are "sufficiently protected" by the EJ Plans and the Foreign Proceedings to warrant relief under sections 1507 and 1521. All of the Debtors' creditors received access to information and notice of the Foreign Proceedings and the EJ Plans, and had the opportunity to object and be heard. Moreover, United States creditors were treated similarly as other creditors.

134. Furthermore, the Foreign Proceedings and the EJ Plans are subject to the jurisdiction, approval, and oversight of the Brazilian Bankruptcy Court. *See supra* ¶ 107. To obtain the Brazilian Bankruptcy Court's approval, the Debtors had to demonstrate that each EJ Plan complies with requirements ensuring fair and equal treatment of creditors and claims and protection of certain creditor rights. *See supra* ¶ 54. In addition to showing the foregoing and satisfying the creditor approval thresholds, the Debtors also had to demonstrate that (i) notice of the EJ Plans was properly published, (ii) creditors had an opportunity to file objections to the

plans, and (iii) the EJ plans were not the result of, and will not result in, any fraudulent or otherwise harmful actions to creditors. *See* Attorney Decl. at ¶ 20.

135. Further, the relief sought in the Foreign Proceedings is similar to relief that would be available to debtors through confirmation of a plan under section 1129 of the Bankruptcy Code. Hence, the Brazilian Orders are the result of proceedings in which all creditors were treated fairly and justly, in compliance with Brazilian Bankruptcy Law. *See, e.g., Argo Fund Ltd. v. Bd. of Dirs. of Telecom Arg., S.A. (In re Bd. of Dirs. of Telecom Arg., S.A.)*, 528 F.3d 162, 170 (2d Cir. 2008) ("The 'just treatment' factor is satisfied upon a showing that the applicable law 'provides for a comprehensive procedure for the orderly and equitable distribution of [the debtor]'s assets among all of its creditors'") (citing *In re Treco*, 240 F.3d 148, 158 (2d Cir. 2001)); *see also* 2 Collier on Bankruptcy § 304.08 (15th ed. 2007) ("Usually, an ancillary petition furthers the goals of just treatment of all creditors by preventing piecemeal dismemberment and by centralizing administration of the debtor's affairs and assets."). A court has found that a foreign proceeding fails to satisfy the "just treatment" factor if creditors are not given "access to information and an opportunity to be heard in a meaningful manner." *In re Hourani*, 180 B.R. 58, 67 (Bankr. S.D.N.Y. 1995).

136. Additional relief pursuant to sections 1507 and 1521 of the Bankruptcy Code will help implement and ensure the effectiveness of the Debtors' restructuring by allowing the Debtors to enjoy all the benefits and protections of chapter 15 with respect to their Foreign Proceedings. Moreover, additional relief will assist the Foreign Representative in executing and implementing the EJ Plans and Brazilian Orders and prevent creditors bound by the EJ Plans and the Brazilian Orders from acting to frustrate the purposes of the EJ Plans to the detriment of other creditors.

137. Further, as discussed above, the relief requested is consistent with chapter 15's goals of international cooperation and assistance. The need to extend comity to foreign proceedings is particularly salient in the bankruptcy context because "[t]he equitable and orderly distribution of a debtor's property requires assembling all claims against the limited assets in a single proceeding" to bind all creditors and comprehensively effectuate a plan of reorganization. *Atlas Shipping*, 404 B.R. at 737 (quoting *Victrix*, 825 F.2d at 713-14).

138. Thus, principles of comity support recognition of the Foreign Proceedings and enforcement of the EJ Plans and the Brazilian Orders, whether or not the same relief could be ordered in a plenary chapter 11 case. *See In re Metcalfe & Mansfield Alt. Invs.*, 421 B.R. 685, 700 (Bankr. S.D.N.Y. 2010) ("Principles of comity in chapter 15 cases support enforcement of the Canadian Orders in the United States whether or not the same relief could be ordered in a plenary case under chapter 11."). Moreover, the relief requested here clearly furthers the principles of chapter 15, which is designed to, *inter alia*, protect and maximize the value of a foreign debtor's assets and to facilitate the rehabilitation of financially distressed businesses. *See* 11 U.S.C. § 1501.

C. Injunctive Relief is Appropriate Under Section 1521(e)

139. To the extent applicable and necessary to enforce the EJ Plans and Brazilian Orders in the United States, the standards for injunctive relief pursuant to section 1521(e) of the Bankruptcy Code also are satisfied. Pursuant to section 1521(e) of the Bankruptcy Code, the standard for injunctive relief under federal law applies in chapter 15 cases. *See* 11 U.S.C. § 1521(e). To obtain a permanent injunction, a movant must demonstrate that (i) an injunction is required to avoid irreparable harm and (ii) success on the merits. *See Clarkson v. Coughlin*, 898 F. Supp. 1019, 1035 (S.D.N.Y. 1995).

140. With respect to the second factor, the Foreign Representative seeks

injunctive relief enforcing the EJ Plans and the Brazilian Orders in the United States only upon recognition thereof as part of the Proposed Order. Therefore, at the time such discretionary relief is granted, the requirement that the movant succeeds on the merits will be satisfied.

141. With respect to the first factor, irreparable harm exists where the orderly and equitable determination of claims and distribution of a debtor's assets could be disrupted absent injunctive relief. *See, e.g.*, *Victrix S.S. Co., S.A. v. Salen Dry Cargo A.B.*, 825 F.2d 709, 713–14 (2d Cir. 1987) ("The equitable and orderly distribution of a debtor's property requires assembling all claims against the limited assets in a single proceeding; if all creditors could not be bound, a plan of reorganization would fail."); *In re Garcia Avila*, 296 B.R. 95, 114 (Bankr. S.D.N.Y. 2003); *In re MMG LLC*, 256 B.R. 544, 555 (Bankr. S.D.N.Y. 2000) ("The guiding principle of bankruptcy law is equality of distribution . . . As a rule, therefore, irreparable harm exists whenever local creditors of the foreign debtor seek to collect their claims or obtain preferred positions to the detriment of the other creditors.") (internal citation omitted); *In re Rubin*, 160 B.R. 269, 283 (Bankr. S.D.N.Y. 1993) ("[T]he premature piecing out of property involved in a foreign liquidation proceeding constitutes irreparable injury.") (quoting *In re Lines*, 81 B.R. 267, 270 (Bankr. S.D.N.Y. 1988)).

142. An injunction enforcing the EJ Plans and the Brazilian Orders in the United States is helpful to ensure an effective restructuring (including cancellation of the 2026 Notes), and to prevent creditors in the Foreign Proceedings from seeking to obtain greater recoveries than those to which they are entitled under the EJ Plans. If these creditors can effectively evade the terms of the EJ Plans by commencing actions in the United States, the Debtors would be required to defend any such proceedings using considerable resources of the restructured business, to the detriment of the Debtors' restructuring. As such, allowing creditors

to re-litigate issues determined in the EJ Plans and the Brazilian Orders in the United States could threaten the success of the Debtors' reorganization and cause "irreparable harm" to the Debtors. The granting of the requested relief, conversely, will protect the interests of creditors in the Foreign Proceedings by allowing the EJ Plans to be implemented as intended, thus maximizing the total value available for distribution and ensuring that claims are determined and paid on a consistent, nondiscriminatory basis in accordance with the terms of the EJ Plans and the Brazilian Orders.

143. Both prior to and since the enactment of Chapter 15, courts have readily granted permanent injunctive relief to enforce foreign restructuring plans. *See, e.g., In re Odebrecht Engenharia e Construção S.A.*, No. 20-12741 (MEW) (Bankr. S.D.N.Y. Dec. 30, 2020) (ECF No. 15) (granting "injunctive relief in support of the Brazilian Reorganization Plan and the Brazilian Confirmation Order . . ."); *In re ODN I Perfurações Ltda.*, No. 23-10557 (DSJ) (Bankr. S.D.N.Y. May 4, 2023) (ECF No. 24) ("permanently enjoining all entities . . . other than the Foreign Representative, the Debtors and their respective expressly authorized representatives and agents from . . . taking any action [that] . . . would interfere with or impede the administration, implementation, and/or consummation of the Brazilian EJ Proceeding, EJ Plan, or Brazilian Confirmation Order"); *see also In re Casino, Guichard-Perrachon S.A.,* No. 24-10252 (DSJ) (Bankr. S.D.N.Y. Mar. 14, 2024) (ECF No. 15) (granting permanent injunctive relief to enforce French foreign proceedings); *In re Norwegian Air Shuttle ASA*, No. 21-10478 (MEW) (Bankr. S.D.N.Y. Apr. 28, 2021) (ECF No. 22) (granting permanent injunctive relief to enforce Irish and Norwegian foreign proceedings); *In re Ballantyne Re plc*, No. 19-11490 (JLG) (Bankr. S.D.N.Y. June 12, 2019) (ECF No. 28) (granting permanent injunctive relief to enforce Irish plan and court order); *In re CGG S.A.*, 579 B.R. 716, 720 (Bankr. S.D.N.Y. 2017) (holding

that the relief sought by the Foreign Representative "to permanently enjoin any parties affected or bound by the Safeguard Plan from commencing or taking any actions inconsistent with the Safeguard Plan or the Sanctioning Order within the territorial jurisdiction of the United States" is "warranted under section 1521(e) of the Bankruptcy Code to prevent any parties from gaining an unfair advantage over other parties in interest subject to the Safeguard Plan"); *In re Rede Energia S.A.*, 515 B.R. 69, 93 (Bankr. S.D.N.Y. 2014) ("The request by the Foreign Representative that the Court . . . enjoin acts in the U.S. in contravention of the [foreign confirmation decision] is relief of a type that courts have previously granted under section 304 of the Bankruptcy Code and other applicable U.S. law.") (citing *In re Bd. of Dirs. of Telecom Arg., S.A.*, 528 F.3d 162, 174–76 (2d Cir. 2008)).

144. The injunctive relief sought herein would not cause undue hardship or prejudice to the rights of any creditor based in the United States. Affected creditors have been afforded the opportunity to participate in and object to the EJ Plans in the Foreign Proceedings. In short, the injunctive relief sought herein seeks only to give effect to the orderly and equitable implementation of the EJ Plans and the Brazilian Orders in the United States.

D. The Court Should Authorize and Direct the Directed Parties to Take Required Actions Under the EJ Plans and Brazilian Orders

145. The Foreign Representative also seeks assistance from the Court in authorizing and directing the Directed Parties to take any and all lawful actions necessary or appropriate to give effect to and implement the EJ Plans and the Brazilian Orders and consummate the transactions contemplated thereunder, including, but not limited to, making distributions of cash, New Money Notes, Restructured Notes, Participating Notes and Holdco Depositary Receipts to parties as contemplated under the EJ Plans or the Brazilian Orders; and effectuating the cancellation and discharge of the 2026 Notes and related documentation.

Without an order from the Court, the Directed Parties may resist taking such actions. By granting the Foreign Representative's request for directions, the Court will give clear authority under United States law to the necessary parties to carry out the provisions of the EJ Plans and the Brazilian Orders, and thereby benefit the Debtors and their creditors.

146. Courts, including this Court, have granted similar requests for authorization and direction in other chapter 15 cases. *See, e.g., In re Casino, Guichard-Perrachon S.A.*, No. 24-10252 (DSJ) (Bankr. S.D.N.Y. Mar. 14, 2024) (ECF No. 15) (directing the trustee, security agent, paying agent, transfer agent, common depositary, and registrar to take any and all lawful actions necessary and appropriate to give effect and implement the foreign plans and orders); *In re Andrade Gutierrez Engenharia S.A.*, No. 22-11425 (MG) (Bankr. S.D.N.Y. Dec. 2, 2022) (ECF No. 41) ("The Directed Parties are directed and authorized to take any and all lawful actions necessary to give effect to and implement the EJ Plan and the Brazilian Confirmation Order and the transactions contemplated thereunder, including, without limitation, the consummation of the New Money Investment, cancellation and discharge of the Notes and the Indentures, and the issuance of the Type 1 New Notes and the Type 2 New Notes"); *In re U.S.J. – Açúcar e Álcool S.A.*, No. 22-10320 (DSJ) (Bankr. S.D.N.Y. Apr. 14, 2022) (ECF No. 21) ("The DTC, the Indenture Trustees, their agents, attorneys, successors, and assigns are hereby . . . authorized and directed to take actions necessary to implement the restructuring transactions approved by the Brazilian Confirmation Order . . ."); *In re Olinda Star Ltd.*, No. 20-10712 (MG) (Bankr. S.D.N.Y. Apr. 4, 2020) (ECF No. 23) (granting order directing DTC and the indenture trustee to "take any and all lawful actions that may be necessary and appropriate to give effect to and implement the BVI Scheme" of the foreign plan); *In re Serviços de Petróleo Constellation S.A.*, No. 18-13952 (MG) (Bankr. S.D.N.Y. Dec. 5, 2019) (ECF

No. 192) (authorizing and directing relevant indenture trustees and authorizing DTC to effect the plan in the United States); *In re Oi S.A.*, 587 B.R. 253, 266–67 (Bankr. S.D.N.Y. 2018) (granting relief requested and observing that "the requests for instructions directing the Indenture Trustee to take certain actions with respect to securities in accordance with the terms of the Brazilian RJ Plan, is also relief of a type available under U.S. law"); *In re OAS S.A. et al.*, No. 15-10937 (SMB) (Bankr. S.D.N.Y. Oct. 5, 2018) (ECF No. 170) (authorizing the directed parties to take "any and all actions necessary to . . . give effect to the terms of the Brazilian Reorganization Plan"); *In re Odebrecht Óleo E Gás S.A.*, No. 17-13130 (JLG) (Bankr. S.D.N.Y. Dec. 13, 2017) (ECF No. 28) (authorizing DTC and FINRA, as applicable, to implement and give effect to the plan).

E. The Court Should Exculpate the Debtors, the Foreign Representative, the Directed Parties, and the Participating Creditors from Liability

147. The Foreign Representative also requests that the Court exculpate the Debtors, the Foreign Representative, the Directed Parties, the Participating Creditors, and each of their respective agents, directors, officers, employees, representatives, attorneys, advisors, successors and assigns from any liability for any action or inaction taken in accordance with the Proposed Order, the EJ Plans, and the Brazilian Orders, including any claims related to obligations that have been extinguished, discharged, cancelled, restructured, or novated under the EJ Plans, the Brazilian Orders, and the Proposed Order, except for any liability arising from any action or inaction constituting gross negligence, fraud, bad faith, or willful misconduct by the Debtors, the Foreign Representative, or the Directed Parties (or their respective representatives), in each case as determined by the Court, and only to the extent not inconsistent with the EJ Plans and the Brazilian Orders.

148. Courts routinely exculpate debtors, foreign representatives, indenture

trustees, and other parties from liability to prevent interference with the cancellation of old instruments and issuance of new instruments. *See, e.g.*, *In re Casino, Guichard-Perrachon S.A.*, No. 24-10252 (DSJ) (Bankr. S.D.N.Y. Mar. 14, 2024) (ECF No. 15) (exculpating from liability the debtors, the foreign representative, the trustee, security agent, paying agent, transfer agent, common depositary, registrar, and their respective agents, directors, officers, employees, representatives, attorneys, successors and assigns); *In re Olinda Star Ltd.*, No. 22-11447 (MG) (Bankr. S.D.N.Y. Dec. 9, 2022) (ECF No. 16) (exculpating indenture trustees, record holders, custodians, exchange agents, and trade agents); *In re Andrade Gutierrez Engenharia S.A.*, No. 22-11425 (MG) (Bankr. S.D.N.Y. Dec. 2, 2022) (ECF No. 41) (exculpating from liability DTC, trustees, agents, attorneys, successors and assigns); *In re U.S.J. – Açúcar e Álcool S.A.*, No. 22-10320 (DSJ) (Bankr. S.D.N.Y. Apr. 14, 2022) (ECF No. 21) (exculpating from liability DTC, indenture trustees, and "any other parties necessary to effectuate the relief requested in the [v]erified [p]etition"); *In re OAS S.A.*, No. 15-10937 (SMB) (Bankr. S.D.N.Y. Oct. 5, 2018) (ECF No. 170) (exculpating from liability DTC and the indenture trustees); *In re Blue Ocean Res. PTE. Ltd.*, No. 18-22806 (RDD) (Bankr. S.D.N.Y. July 9, 2018) (ECF No. 19) (exculpating from liability "BNYM, DTC, and any and all other entities and individuals"); *In re PT Bumi Res. TBK*, No. 17-10115 (MKV) (Bankr. S.D.N.Y. Mar. 17, 2017) (ECF No. 17) (exculpating from liability DTC, indenture trustees, facility agents, and "any and all other entities and individuals . . . for any action or inaction taken in furtherance of this [o]rder"); *In re PT Berlian Laju Tanker TBK*, No. 13-10901 (SMB) (Bankr. S.D.N.Y. Jan. 8, 2015) (ECF No. 43) (exculpating from liability DTC, HSBC, and the indenture trustee). Such relief is necessary and appropriate here to ensure that the Directed Parties, the Debtors, the Foreign Representative, and the Participating Creditors are protected in carrying out in the United States the relevant orders of this Court and

the Brazilian Bankruptcy Court.

F. Securities Registration Exemptions

149. Section 4(a)(2) of the Securities Act of 1933, as amended (the "**Securities Act**"), provides an exemption from the registration provisions of Section 5 of the Securities Act for "transactions by an issuer not involving any public offering." 15 U.S.C. § 77d(a)(2).

150. Regulation S under the Securities Act ("**Regulation S**") provides an exemption from registration requirements in the United States for offers and sales of securities that occur outside the United States. Rule 903 of Regulation S provides the conditions to the exemption for a sale by an issuer, a distributor, their respective affiliates or anyone acting on their behalf, while Rule 904 of Regulation S provides the conditions to the exemption for a resale by persons other than those covered by Rule 903. In each case, any sale must be completed in an offshore transaction, as that term is defined in Regulation S, and no directed selling efforts, as that term is defined in Regulation S, may be made in the United States. 17 C.F.R § 230.903, 17 C.F.R § 230.904.

151. Here, the offer and sale in the United States of (i) the New Money Notes pursuant to Section 10.1 of the EJ Plans, (ii) the New Restructured Notes pursuant to Section 6.1 of the EJ Plans, (iii) the Participating Notes pursuant to Section 6.2 of the EJ Plans, and (iv) the HoldCo Depositary Receipts and the HoldCo Shares underlying the HoldCo Depositary Receipts pursuant to Sections 4 and 7.4 of the EJ Plans should be exempt, without further act or action by any entity, from registration under Section 5 of the Securities Act and all rules and regulations promulgated thereunder, and any state or local law requiring registration for the offer or sale of securities, pursuant to Section 4(a)(2) of the Securities Act because the securities are being offered to Qualified Institutional Buyers (as defined in Rule 144A under the Securities Act) on a private basis and not in connection with a public offering or distribution. The offer and sale

outside the United States of the instruments listed above in clauses (i) through (iv) should be exempt, without further act or action by any entity, from registration under Section 5 of the Securities Act and all rules and regulations promulgated thereunder, and any state or local law requiring registration for the offer or sale of securities, pursuant to Regulation S of the Securities Act because such instruments are being offered in an offshore transaction. Securities issued in reliance on Section 4(a)(2) or Regulation S will be "restricted securities" subject to resale restrictions and may be resold, exchanged, assigned or otherwise transferred only in a transaction registered, or exempt from registration, under the Securities Act and other applicable laws. To the extent Section 4(a)(2) or Regulation S is not applicable, the Debtors may rely upon other applicable exemptions from registration.

III. Relief Requested Is Consistent with United States Public Policy and Policy Behind the Bankruptcy Code

152. The purpose of chapter 15 is set forth in section 1501 of the Bankruptcy Code and includes:

> (i) cooperation between (a) courts of the United States, the United States trustees, trustees, examiners, debtors, and debtors in possession; and (b) the courts and other competent authorities of foreign countries involved in cross-border insolvency cases; (ii) greater legal certainty for trade and investment; (iii) fair and efficient administration of cross-border insolvencies that protects the interests of all creditors, and other interested entities, including the debtor; (iv) protection and maximization of the value of the debtor's assets; and (v) facilitation of the rescue of financially troubled businesses, thereby protecting investment and preserving employment.

11 U.S.C. § 1501(a). Recognition of the Foreign Proceedings as foreign main proceedings and recognition and enforcement of the EJ Plans and the Brazilian Orders comports with all of these objectives.

153. While section 1506 of the Bankruptcy Code provides that nothing in chapter 15 will prevent the Court from refusing to take an action otherwise required therein if

such action would be manifestly contrary to the public policy of the United States, the public policy exception is narrowly construed. *See, e.g., In re Sino-Forest Corp.*, 501 B.R. 655, 665 (Bankr. S.D.N.Y. 2013); *Metcalfe*, 421 B.R. at 697; *Vitro*, 701 F.3d at 1069. Moreover, the public policy exception must be viewed in light of one of the fundamental goals of the Bankruptcy Code—the centralization of disputes involving the debtor. *See, e.g., Shugrue v. Air Line Pilots Ass'n (In re Ionosphere Clubs, Inc.)*, 922 F.2d 984, 989 (2d Cir. 1990) ("The [b]ankruptcy [c]ode provide[s] for centralized jurisdiction and administration of the debtor, its estate and its reorganization in the [b]ankruptcy [c]ourt . . . .") (internal citations and quotation marks omitted). Indeed, as some courts have noted:

> American courts have long recognized the need to extend comity to foreign bankruptcy proceedings because the equitable and orderly distribution of a debtor's property requires assembling all claims against the limited assets in a single proceeding; if all creditors could not be bound, a plan of reorganization would fail.

Atlas Shipping, 404 B.R. at 733 (internal quotation marks omitted) (citing *Victrix*, 825 F.2d at 713–14); *see also JP Morgan Chase Bank v. Altos Hornos de Mexico, S.A. de C.V.*, 412 F.3d 418, 424 (2d Cir. 2005) ("We have repeatedly held that U.S. courts should ordinarily decline to adjudicate creditor claims that are the subject of a foreign bankruptcy proceeding.").

154. Recognition of the Foreign Proceedings as foreign main proceedings, and recognition and enforcement of the EJ Plans and Brazilian Orders, will enable the Debtors to fully implement their restructuring pursuant to the Foreign Proceedings and the attendant EJ Plans and the Brazilian Orders, which will maximize the value of the Debtors' assets, protect those assets for the benefit of all stakeholders, and allow the Debtors to reorganize and continue operating as a going concern. In addition, recognition and enforcement of the Foreign Proceedings, the EJ Plans, and the Brazilian Orders is consistent with the mandates set forth in sections 1525(a) and 1527(5) of the Bankruptcy Code. *See* 11 U.S.C. § 1525(a) ("the court shall

cooperate to the maximum extent possible with a foreign court or a foreign representative"); 11 U.S.C. § 1527(5) ("[c]ooperation . . . may be implemented by any appropriate means, including…coordination of concurrent proceedings regarding the same debtor").

155. Recognition of the Foreign Proceedings will also promote the fair and efficient administration of a cross-border reorganization procedure that protects the interests of all stakeholders and interested parties. By recognizing the Foreign Proceedings and granting the related relief requested, the process of resolving claims against the Debtors will be centralized in Brazil, claims will be treated in a unified way, in accordance with the EJ Plans, and any disputes will be subject to the jurisdiction of the Brazilian Bankruptcy Court. Recognition will facilitate the orderly administration of the Debtors' assets and foster cooperation between courts in Brazil and the United States. Such orderly administration is demonstrably consistent with the public policy of the United States and the Bankruptcy Code. *See, e.g.*, 11 U.S.C. § 1501(a) (specifying chapter 15's most basic objective is to foster the orderly administration of cross-border restructurings). If the orders sanctioned by the Brazilian Bankruptcy Court are not enforced in the United States, the uniform and orderly administration of the Foreign Proceedings could be impaired. Moreover, these arrangements, together with the underlying Brazilian laws, are similar to and consistent with comparable United States laws.

156. If the Court does not recognize the Foreign Proceedings and the Brazilian Orders, then the Foreign Proceedings face legal uncertainty and the EJ Plans may be less effective. Critically, as discussed in further detail above, the restructuring transactions contemplated by the EJ Plans can be most effectively accomplished through recognition of the Foreign Proceedings in these Chapter 15 Cases. It is therefore imperative the Debtors are granted the relief set forth herein. Additionally, failure to enjoin the Debtors' creditors in the

United States may result in unnecessary enforcement costs or the piecemeal disposition of assets to the detriment of the Debtors and their various stakeholders. The purpose of chapter 15 is to prevent such harms. *See* 11 U.S.C. § 1501(a) (noting that, among other objectives described herein, chapter 15 facilitates "the rescue of financially troubled business" and provides for the "fair and efficient administration of cross-border insolvencies").

157. Avoiding such potential adverse outcomes through the formal recognition of the Foreign Proceedings and enforcement of the EJ Plans and the Brazilian Orders in the United States effectuates the principal objectives Congress articulated when it enacted chapter 15 of the Bankruptcy Code and otherwise comports with U.S. public policy.

Conclusion

158. For the reasons set forth herein, and on the record set forth in the Foreign Representative Declaration and in the Foreign Attorney Declaration, and as the Foreign Representative will be further prepared to establish (if necessary) at the Court's hearing to consider approval of the relief requested, the Foreign Representative respectfully requests that the Court enter the form of Proposed Order attached hereto as **Exhibit A**.

Notice

159. Notice of this Recognition Motion has been provided in accordance with the procedures set forth in the *Motion Pursuant to Fed. R. Bankr. P. 2002 and 9007 Requesting Entry of Order Scheduling Evidentiary Recognition Hearing and Specifying Form and Manner of Service of Notice* filed contemporaneously herewith. The Foreign Representative respectfully submits that no further notice is required.

No Prior Request

160. No previous request for the relief sought herein has been made to this or any other court in the United States.

WHEREFORE the Foreign Representative respectfully requests the Court grant the relief requested herein and such other and further relief as it deems just and proper.

Dated: November 18, 2024
New York, New York

/s/ Kelly DiBlasi

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Exhibit A

Proposed Order

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

***In re*:**	:	
	:	**Chapter 15**
UNIGEL PARTICIPAÇÕES S.A., *et al.*,	:	**Case No. 24–11982 (MG)**
Debtors in foreign proceedings.[1]	:	**(Joint Administration Requested)**

ORDER GRANTING RECOGNITION OF FOREIGN MAIN PROCEEDINGS AND REQUEST FOR CERTAIN RELATED RELIEF UNDER CHAPTER 15 OF THE BANKRUPTCY CODE

Upon the motion (the "**Recognition Motion**")[2] of André Luis da Costa Gaia in his capacity as the foreign representative (the "**Foreign Representative**") of Unigel Participações S.A. ("**Unigel**") and the above-captioned debtors (collectively, the "**Debtors**"), pursuant to sections 105(a), 1504, 1507, 1510, 1515, 1517, 1520, 1521, and 1522 of the Bankruptcy Code for entry of an order (this "**Order**") (i) granting recognition of the Foreign Proceedings of each of the Debtors as a foreign main proceeding pursuant to chapter 15 of the Bankruptcy Code; (ii) granting recognition of the Foreign Representative as the "foreign representative," as defined in section 101(24) of the Bankruptcy Code, in respect of the Foreign Proceedings; (iii) recognizing, granting comity to, and giving full force and effect in the United States to the Foreign Proceedings, the EJ Plans, the decision from the Brazilian Bankruptcy Court commencing the foreign proceedings (the "**Brazilian Commencement Order**"), and the

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[1] The Debtors in the foreign proceedings and each Debtor's tax identification or corporate registry number are as follows: Unigel Participações S.A. (05.303.439/0001-07); Companhia Brasileira de Estireno (61.079.232/0001-71); Proquigel Química S.A. (27.515.154/0011-44); and Unigel Luxembourg S.A. (2018 22 00949). The location of the Debtors' corporate headquarters is 105 Avenida Engenheiro Luis Carlos Berrini, 11º Andar, Sala Unigel, Cidade Monções, Brooklin, São Paulo (SP) CEP 04571-010 Brasil.

[2] Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Recognition Motion.

Plan Approval Order (together with the Brazilian Commencement Order, the "**Brazilian Orders**"); (iv) giving full force and effect in the United States to the restructuring of the Debtors' obligations; (v) authorizing and directing The Bank of New York Mellon, as trustee for the 2026 Notes (as defined herein) ("**BNY**"), The Depository Trust Company ("**DTC**"), including Cede and Co., as nominee of DTC, Unigel Netherlands Holding Corporation B.V. ("**HoldCo**"), and the Stichting Administratiekantoor Unigel Creditors (the "**STAK**"), as holder of all class B shares of HoldCo for which depositary receipts will be issued ("**HoldCo Depositary Receipts**") (the STAK, collectively with BNY, DTC, and HoldCo, the "**Directed Parties**"), to take any and all lawful actions necessary or appropriate to give effect to and implement the EJ Plans and the Brazilian Orders; (vi) exculpating the Debtors, the Foreign Representative, the Directed Parties, the Participating Creditors, and each of their respective agents, directors, officers, employees, representatives, attorneys, advisors, successors and assigns; (vii) enjoining parties from taking any action in the United States that is otherwise inconsistent with the EJ Plans and the Brazilian Orders; and (viii) granting such other relief as the Court deems just and proper, all as more fully set forth in the Recognition Motion; and this Court having jurisdiction to consider the Recognition Motion pursuant to 28 U.S.C. §§ 157 and 1334, section 1501 of the Bankruptcy Code, and the *Amended Standing Order of Reference M-431*, dated January 31, 2012 (Preska, C.J.); and consideration of the Recognition Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(P); and the Debtors having consented to this Court's authority to enter a final order consistent with Article III of the United States Constitution; and venue being proper before this Court pursuant to 28 U.S.C. § 1410; and due and proper notice of the Recognition Motion having been provided; and it appearing that no other or further notice need be provided; [and this Court having held a

hearing to consider the relief requested in the Recognition Motion]; [and no timely objections having been filed and upon the filing of a Certificate of No Objection requesting immediate entry of an order for relief]; and upon the Foreign Representative Declaration, the Foreign Attorney Declaration, [and the record of the Recognition Hearing and all of the proceedings had before this Court]; and the Court having determined that the Recognition Motion, the Foreign Representative Declaration, the Foreign Attorney Declaration, and the other evidence submitted in support of the Recognition Motion satisfy all applicable legal requirements and establish the factual basis for the findings and conclusions set forth herein; and it appearing that the relief requested by the Recognition Motion is in the best interests of the Debtors, their creditors, and other parties in interest; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:

A. The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334, section 1501 of the Bankruptcy Code, and the *Amended Standing Order of Reference M-431*, dated January 31, 2012 (Preska, C.J.).

C. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(P).

D. Venue for this proceeding is proper before this Court pursuant to 28 U.S.C. § 1410.

E. The Debtors have property in the United States and are eligible to be debtors in chapter 15 cases pursuant to sections 109 and 1501 of the Bankruptcy Code.

F. The Foreign Proceedings are "foreign proceedings" pursuant to section 101(23) of the Bankruptcy Code.

G. The Foreign Representative is the duly appointed "foreign representative" of the Debtors within the meaning of section 101(24) of the Bankruptcy Code.

H. These chapter 15 cases were properly commenced pursuant to sections 1504, 1509, and 1515 of the Bankruptcy Code.

I. The Chapter 15 Petitions satisfy the requirements of section 1515 of the Bankruptcy Code.

J. The Foreign Proceedings are entitled to recognition by this Court pursuant to section 1517 of the Bankruptcy Code.

K. Each Debtor has its center of main interests in Brazil and, accordingly, the Foreign Proceedings are foreign main proceedings as defined in section 1502(4) of the Bankruptcy Code, and are entitled to recognition as a foreign main proceedings pursuant to section 1517(b)(1) of the Bankruptcy Code.

L. The Foreign Representative is entitled to relief available pursuant to sections 1507, 1520, and 1521 of the Bankruptcy Code including, without limitation, application of the automatic stay pursuant to section 362 of the Bankruptcy Code as well as additional assistance and discretionary relief, to the extent set forth in this Order.

M. The relief granted hereby is necessary or appropriate to effectuate the purposes and objectives of chapter 15 and to protect the Debtors, their creditors, the Directed Parties, and other parties in interest, and will help protect the Debtors from parties trying to

enforce or collect on cancelled debt, while at the same time ensuring the fair and efficient administration of the Foreign Proceedings, maximization of the value of the Debtors' business for the benefit of creditors, and fair and equitable treatment of all stakeholders.

N. The standards for injunctive relief have been satisfied pursuant to section 1521(e) of the Bankruptcy Code.

O. Appropriate notice of the filing of, and the hearing on, the Chapter 15 Petitions and the Recognition Motion was given, which notice is deemed adequate for all purposes, and no other or further notice need be given.

P. The relief contained in this Order (i) is within this Court's jurisdiction, (ii) is important to the success of the Foreign Proceedings and the EJ Plans, (iii) confers material benefits on, and is in the best interests of, the Debtors, their creditors, and parties in interest, and (iv) is important to the overall objectives of the restructuring.

Q. The relief granted herein is necessary or appropriate, in the interests of the public and international comity, consistent with the public policy of the United States and the objectives of chapter 15, and warranted pursuant to sections 1507, 1517, 1520, and 1521 of the Bankruptcy Code.

R. The cancellation of all obligations, including guarantees with respect to the 2026 Notes, and the offer and sale of the New Money Notes, the Restructured Notes, the Participating Notes, the Holdco Depositary Receipts, and the HoldCo Shares underlying the HoldCo Depositary Receipts, as contemplated by the EJ Plans, are essential elements of the EJ Plans and are in the best interests of the Debtors and their creditors.

S. The offer and sale in the United States of (i) the New Money Notes pursuant to Section 10.1 of the EJ Plans, (ii) the New Restructured Notes pursuant to Section 6.1

of the EJ plans, (iii) the Participating Notes pursuant to Section 6.2 of the EJ Plans, and (iv) the HoldCo Depositary Receipts and the HoldCo Shares underlying the HoldCo Depositary Receipts pursuant to Sections 4 and 7.4 of the EJ Plans, satisfy the requirements to be exempt, without further act or action by any entity, from registration under Section 5 of the Securities Act and all rules and regulations promulgated thereunder, and any state or local law requiring registration for the offer or sale of securities, pursuant to Section 4(a)(2) of the Securities Act. The offer and sale outside the United States of the instruments listed above in clauses (i) through (iv) satisfy the requirements to be exempt, without further act or action by any entity, from registration under Section 5 of the Securities Act and all rules and regulations promulgated thereunder, and any state or local law requiring registration for the offer or sale of securities, pursuant to Regulation S of the Securities Act. To the extent Section 4(a)(2) or Regulation S is not applicable, the Debtors may rely upon other applicable exemptions from registration.

For all the foregoing reasons, and for the reasons stated by the Court at the hearing and reflected in the record thereof, and after due deliberation and sufficient cause appearing therefor,

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Recognition Motion is granted, subject to the terms set forth below.

2. The Foreign Proceedings are granted recognition as foreign main proceedings pursuant to section 1517 of the Bankruptcy Code.

3. All relief and protection afforded to a foreign main proceeding under section 1520(a) of the Bankruptcy Code are hereby granted to the Foreign Proceedings, the Debtors, the Debtors' property located in the United States, and the Foreign Representative, as applicable, including, without limitation, application of the automatic stay under section 362 of

the Bankruptcy Code to bar actions against the Debtors and/or the Debtors' property that is located within the territorial jurisdiction of the United States.

4. The Foreign Proceedings, the EJ Plans (as modified pursuant to the Plan Approval Order), the Brazilian Orders, and the transactions consummated or to be consummated thereunder, shall be granted comity and given full force and effect in the United States to the same extent that they are given effect in Brazil, and each is binding on all creditors, shareholders, and any other holders of claims against or interests in the Debtors, as well as the Directed Parties, and any of their respective successors or assigns, and all persons having notice of the Chapter 15 Petitions.

5. The Foreign Representative is the duly appointed foreign representative of the Foreign Proceedings with respect to the Debtors, within the meaning of section 101(24) of the Bankruptcy Code, and is authorized to act on behalf of the Debtors in these Chapter 15 Cases.

6. Pursuant to sections 1521(a) and 1521(e) of the Bankruptcy Code, and except as otherwise permitted or contemplated by the EJ Plans, the Brazilian Orders, or this Order, all persons and entities (as such terms are defined in section 101 of the Bankruptcy Code), other than the Debtors and their representatives and agents, are hereby permanently enjoined and restrained from taking any action in the United States inconsistent with the EJ Plans or the Brazilian Orders or interfering with or impeding the administration, enforcement and implementation of the EJ Plans, the Brazilian Orders, and this Order including, without limitation, the following:

i. taking or continuing any act to obtain possession of, or exercise control over, including but not limited to, attaching, repossessing, seizing, or disposing of, as applicable, the Debtors or any of their property (including

intangible property or any proceeds thereof (collectively, the "**Property**"));

ii. transferring, encumbering, relinquishing or disposing of any Property other than to the Foreign Representative;

iii. commencing, continuing, or enforcing any action or legal proceeding (including, without limitation, bringing suit in any court, arbitration, mediation or any judicial, quasi-judicial, administrative or regulatory action, proceeding or process whatsoever), including directly or by way of counterclaim, and seeking discovery of any nature related thereto, with respect to any debt or liability cancelled, discharged, or restructured under the EJ Plans or as a result of Brazilian law (each individually, an "**Action**") against the Debtors or any of the Property;

iv. seeking to enforce any judgment, wherever and whenever obtained, to the extent such judgment is a determination of a liability of the Debtors with respect to any debt or liability cancelled, discharged, or restructured under the EJ Plans, the Brazilian Orders, or as a result of Brazilian law;

v. commencing or continuing any act or Action to create, perfect, or enforce any lien, set-off or other claim against the Debtors or the Property; and

vi. taking any action in contravention of or that is inconsistent with the EJ Plans or the Brazilian Orders or that would interfere with or disrupt the treatment of the 2026 Notes in accordance with the EJ Plans.

7. The Foreign Representative, the Debtors, and their respective agents are authorized to serve or provide any notices required under the Bankruptcy Rules, the Local Bankruptcy Rules for the Southern District of New York, or orders of this Court. Additionally, the Foreign Representative is specifically authorized to provide DTC with any required documentation for DTC to cancel the 2026 Notes.

8. The Directed Parties are authorized and directed, and the Debtors and the Foreign Representative are authorized, to take any and all lawful actions that may be necessary or appropriate to give effect to and implement the Brazilian Orders and the EJ Plans and consummate the transactions contemplated thereunder, subject to the terms and conditions of the documents under which they have or shall be appointed to act including, but not limited to,

(i) making distributions of cash, New Money Notes, Restructured Notes, Participating Notes and Holdco Depositary Receipts to parties as contemplated under the Brazilian Orders or the EJ Plans, and (ii) effectuating the cancellation and discharge of the 2026 Notes, the guarantees thereof, and related documentation, *provided however*, that any provisions that survive discharge under the terms of the 2026 Notes Indenture, including without limitation any applicable indemnification provision, shall continue in effect as provided thereunder.

9. To the extent provided for in the 2026 Notes Indenture, and notwithstanding the cancellation and discharge of the 2026 Notes, the Debtors shall pay or reimburse the reasonable and documented out-of-pocket fees and expenses (including attorneys' fees) of BNY, solely in its capacity as trustee under the 2026 Notes Indenture.

10. BNY, in its capacity as trustee under the indentures relating to the issuance of the New Money Notes, the Restructured Notes and the Participating Notes, when issued, is authorized and directed to consummate any and all lawful actions that may be necessary or appropriate and execute any document necessary or appropriate to effectuate or acknowledge the issuance of the New Money Notes, the Restructured Notes, and the Participating Notes.

11. The Debtors, the Foreign Representative, the Directed Parties, and each of their respective current and former officers, directors, managers, predecessors, successors, assigns, principals, members, employees, agents, attorneys, consultants, advisors, other professionals, and representatives, to the maximum extent permitted by law and to the extent not inconsistent with the EJ Plans and the Brazilian Orders, shall be exculpated from any liability for any action or inaction taken in accordance with this Order, the EJ Plans, and the Brazilian Orders, including any claims related to obligations that have been extinguished, discharged,

cancelled, restructured, or novated under the EJ Plans, the Brazilian Orders, and this Order, except for any liability arising from any action or inaction constituting gross negligence, fraud, bad faith, or willful misconduct by, as applicable, the Debtors, the Foreign Representative, or the Directed Parties (or each of their respective officers, directors, managers, predecessors, successors, assigns, principals, members, employees, agents, attorneys, consultants, advisors, other professionals, and representatives), in each case as finally determined by this Court.

12. The Directed Parties and all other Persons and Entities (as such terms are defined in section 101 of the Bankruptcy Code), shall be required to accept and conclusively rely upon this Order in lieu of a legal opinion regarding whether the New Money Notes, the Restructured Notes, the Participating Notes, the Holdco Depositary Receipts, and the HoldCo Shares underlying the HoldCo Depositary Receipts are exempt from registration under the Securities Act and/or eligible for DTC book-entry delivery, settlement, and depository services. Notwithstanding anything to the contrary in the EJ Plans or the Brazilian Orders, no Person or Entity (as such terms are defined in section 101 of the Bankruptcy Code) (including, for the avoidance of doubt, DTC) may require a legal opinion regarding the validity of any transaction contemplated by the EJ Plans or the Brazilian Orders, including, for the avoidance of doubt, whether the New Money Notes, the Restructured Notes, the Participating Notes, the Holdco Depositary Receipts, and the HoldCo Shares underlying the HoldCo Depositary Receipts are exempt from registration under the Securities Act and/or eligible for DTC book-entry delivery, settlement and depository services, to the extent it otherwise meets the requirements of DTC, as applicable.

13. The Foreign Representative shall have access to additional relief available under sections 1507 and 1521 of the Bankruptcy Code, including as necessary or appropriate to

give effect to and implement the Brazilian Orders and the EJ Plans and to consummate the transactions contemplated thereunder, as well as the authority to examine witnesses, take evidence, or deliver information concerning the Debtors and to administer or realize the Debtors' assets in the United States, as provided under sections 1521(a)(4) and (5) of the Bankruptcy Code.

14. The offer and sale in the United States of (i) the New Money Notes pursuant to Section 10.1 of the EJ Plans, (ii) the New Restructured Notes pursuant to Section 6.1 of the EJ plans, (iii) the Participating Notes pursuant to Section 6.2 of the EJ Plans, and (iv) the HoldCo Depositary Receipts and the HoldCo Shares underlying the HoldCo Depositary Receipts pursuant to Sections 4 and 7.4 of the EJ Plans, are exempt, without further act or action by any entity, from registration under Section 5 of the Securities Act and all rules and regulations promulgated thereunder, and any state or local law requiring registration for the offer or sale of securities, pursuant to Section 4(a)(2) of the Securities Act. The offer and sale outside the United States of the instruments listed above in clauses (i) through (iv) are exempt, without further act or action by any entity, from registration under Section 5 of the Securities Act and all rules and regulations promulgated thereunder, and any state or local law requiring registration for the offer or sale of securities, pursuant to Regulation S of the Securities Act. To the extent Section 4(a)(2) or Regulation S is not applicable, the Debtors may rely upon other applicable exemptions from registration.

15. No action taken by the Foreign Representative, the Debtors, or their respective successors, agents, representatives, advisors, or counsel in preparing, disseminating, applying for, implementing, or otherwise acting in furtherance of or in connection with the Foreign Proceedings, this Order, these Chapter 15 Cases, or any further proceeding commenced

hereunder, shall be deemed to constitute a waiver of the rights or benefits afforded to such persons under sections 306 and 1510 of the Bankruptcy Code.

16. Notwithstanding anything to the contrary contained herein, this Order shall not be construed as enjoining a police or regulatory act of a governmental unit, including a criminal action or proceeding, to the extent not stayed pursuant to section 362 of the Bankruptcy Code, or staying the exercise of any rights not stayed pursuant to section 362(o) of the Bankruptcy Code.

17. Nothing in this Order shall be deemed to release BNY's liens (if any) on any distribution made with respect to such securities, and in each case as and only to the extent set forth in the 2026 Notes Indenture and other documents governing the 2026 Notes.

18. Within three (3) business days of its entry or as soon as practicable thereafter, the Foreign Representative shall serve, or cause to be served, this Order on (i) the Notice Parties specified in the *Order Scheduling Evidentiary Recognition Hearing and Specifying Form and Manner of Service of Notice* (ECF No. [●]) and (ii) those parties requesting notice pursuant to Bankruptcy Rule 2002. Such service and notice is good and sufficient service and adequate notice for all purposes.

19. The Foreign Representative is authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

20. This Order is without prejudice to the Foreign Representative requesting any additional relief in these Chapter 15 Cases.

21. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

22. This Court shall retain exclusive jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Order.

Dated: _____, 2024
New York, New York

_____
THE HONORABLE MARTIN GLENN