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

In re:

**ODN I Perfurações Ltda., et al.,¹
Debtors in a Foreign Proceeding**

Chapter 15

Case No. 23-10557 (DSJ)

(Jointly Administered)

**NOTICE OF FILING OF REVISED
PROPOSED ORDER GRANTING (I) RECOGNITION OF FOREIGN PROCEEDING, (II)
RECOGNITION OF FOREIGN REPRESENTATIVE, (III) FULL FORCE AND EFFECT IN
THE UNITED STATES TO THE BRAZILIAN EJ PLAN AND CONFIRMATION ORDER, AND
(IV) RELATED RELIEF UNDER CHAPTER 15 OF THE BANKRUPTCY CODE**

PLEASE TAKE NOTICE that on April 11, 2023, Rogerio Luis Murat Ibrahim, as foreign representative to the above-captioned debtors (the “**Foreign Representative**”), filed the *Motion for (I) Recognition of Foreign Proceeding, (II) Recognition of Foreign Representative, (III) Recognition of Brazilian Confirmation Order and Related EJ Plan, and (IV) Related Relief Under Chapter 15 of the Bankruptcy Code* [ECF No. 4] (the “**Motion**”).

PLEASE TAKE FURTHER NOTICE that on April 28, 2023, Mr. Eugene Davis filed the *Objection of Eugene Davis to Foreign Representative’s Motion for Recognition of Foreign*

¹ The debtors in these chapter 15 cases, along with each debtor’s tax identification or corporate registry number, are: ODN I Perfurações Ltda. (CNPJ/ME No. 11.165.868/0001-68) (“ODN I Perfurações”), Odebrecht Drilling Norbe VIII/IX Ltd. (No. MC 245888) (“Norbe VIII/IX”), Odebrecht Drilling Norbe Eight GmbH (No. FN 34216i) (“Norbe Eight”), Odebrecht Drilling Norbe Nine GmbH (No. FN 342214g) (“Norbe Nine”), Odebrecht Offshore Drilling Finance Limited (No. MC 277889) (“OODFL”), ODN I GmbH (No. FN 321008x) (“ODN I”), Odebrecht Drilling Norbe Six GmbH (No. FN 347728s) (“Norbe Six”), and ODN Tay IV GmbH (No. FN 353359x) (“Tay IV”).

Proceeding, (II) Recognition of Foreign Representative, (III) Recognition of Brazilian Confirmation Order and Related EJ Plan, and (IV) Related Relief Under Chapter 15 of the Bankruptcy Code [ECF No. 17] (the “**Objection**”).

PLEASE TAKE FURTHER NOTICE that the Foreign Representative and Mr. Davis have consensually resolved the Objection, and the Foreign Representative hereby files a revised proposed *Order Granting (I) Recognition of Foreign Proceeding, (II) Recognition of Foreign Representative, (III) Full Force and Effect in the United States to the Brazilian EJ Plan and Confirmation Order, and (IV) Related Relief Under Chapter 15 of the Bankruptcy Code* attached hereto as **Exhibit A** (the “**Revised Proposed Order**”).

PLEASE TAKE FURTHER NOTICE that a comparison between the Revised Proposed Order and the proposed order filed with the Motion is attached hereto as **Exhibit B**.

PLEASE TAKE FURTHER NOTICE that the Debtors will seek entry of the Revised Proposed Order at the hearing scheduled for **May 4, 2023, at 10:00 a.m. (Prevailing Eastern Time)** before the Honorable David S. Jones, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”), or at such other time as the Bankruptcy Court may determine (the “**Recognition Hearing**”).

PLEASE TAKE FURTHER NOTICE that the Recognition Hearing will be conducted through Zoom for Government videoconference. Parties wishing to participate in the Recognition Hearing are required to register their eCourt Appearance by 4:00 pm (prevailing Eastern Time) the business day before the Recognition Hearing at <https://ecf.nysb.uscourts.gov/cgi-bin/nysbAppearances.pl>.

PLEASE TAKE FURTHER NOTICE that copies of the Motion may be obtained free of charge by visiting the website of Epiq Corporate Restructuring, LLC at <https://dm.epiq11.com/ocyan/info>. You may also obtain copies of any pleadings by visiting the Bankruptcy Court's website at <http://www.nysb.uscourts.gov> in accordance with the procedures and fees set forth therein.

Dated: May 1, 2023
New York, New York

DAVIS POLK & WARDWELL LLP

By: /s/ Eli J. Vonnegut

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Counsel to the Foreign Representative

Exhibit A

Revised Proposed Order

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

In re:

ODN I Perfurações Ltda., et al.,¹

Debtors in a Foreign Proceeding

Chapter 15

Case No. 23-10557 (DSJ)

(Jointly Administered)

**ORDER GRANTING (I) RECOGNITION OF FOREIGN PROCEEDING,
(II) RECOGNITION OF FOREIGN REPRESENTATIVE, (III) FULL FORCE AND
EFFECT IN THE UNITED STATES TO THE BRAZILIAN EJ PLAN AND
CONFIRMATION ORDER, AND (IV) RELATED RELIEF UNDER CHAPTER 15
OF THE BANKRUPTCY CODE**

Upon the *Motion for (I) Recognition of Foreign Proceeding, (II) Recognition of Foreign Representative, (III) Recognition of Brazilian Confirmation Order and Related EJ Plan, and (IV) Related Relief Under Chapter 15 of the Bankruptcy Code* (the “Motion”)² of Rogerio Luis Murat Ibrahim (the “Foreign Representative”), the authorized foreign representative in respect of the *recuperação extrajudicial* proceeding (the “Brazilian EJ Proceeding”) of ODN I Perfurações and each of its affiliated debtors (collectively, the “Debtors”) in the 4th Business Court of the Judicial District of Rio de Janeiro, Brazil (the “Brazilian Court”) pursuant to Brazilian Federal Law No. 11,101 of February 9, 2005 (as amended from time to time, the “Brazilian Bankruptcy Law”), for entry of a final order (this “Order”), pursuant to sections 105(a), 1507, 1509(b), 1515, 1517, 1520, 1521, and 1525(a) of title 11 of the United States Code, 11 U.S.C. sections 101,

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² Unless otherwise defined herein, each capitalized term shall have the meaning ascribed to such term in the Motion.

et seq. (the “Bankruptcy Code”) (a) granting the Motion and recognizing the Brazilian EJ Proceeding as a “foreign main proceeding” (as defined in section 1502(4) of the Bankruptcy Code) of the Debtors pursuant to section 1517 of the Bankruptcy Code, all relief included therewith as provided in section 1520 of the Bankruptcy Code, and related relief under section 1521(a); (b) finding that the Foreign Representative is the duly appointed “foreign representative” of the Debtors within the meaning of section 101(24) of the Bankruptcy Code and that the Foreign Representative is authorized to act on behalf of the Debtors for purposes of the Chapter 15 Cases; (c) entrusting the Foreign Representative with the power to administer, realize, and distribute all assets of the Debtors within the territorial jurisdiction of the United States; (d) recognizing and enforcing the EJ Plan in the United States and giving full force and effect, and granting comity in the United States, to the Brazilian Confirmation Order, including, without limitation, giving effect to the Releases set forth in the EJ Plan and to allow the Foreign Representative, the Debtors and their respective expressly authorized representatives and agents to take actions necessary to consummate the EJ Plan and transactions contemplated thereby; (e) permanently enjoining all entities (as that term is defined in section 101(15) of the Bankruptcy Code) other than the Foreign Representative, the Debtors and their respective expressly authorized representatives and agents from (i) commencing, continuing, or taking any action in the United States that contravenes or would interfere with or impede the administration, implementation, and/or consummation of the Brazilian EJ Proceeding, EJ Plan, or Brazilian Confirmation Order including, without limitation, to obtain possession of, exercise control over, or assert claims against the Debtors or their property or (ii) taking any action against the Debtors or their respective property located in the territorial jurisdiction of the United States to recover or offset any debt or claims that are assigned, subrogated, discharged, extinguished, novated,

canceled or released under the EJ Plan (including as a result of the laws of Brazil or other applicable jurisdiction, as contemplated under the EJ Plan) or the Brazilian Confirmation Order; (f) authorizing and directing the Directed Parties and any successor trustees to take any and all actions necessary to give effect to the terms of the EJ Plan and transactions contemplated thereby; (g) exculpating and releasing the Directed Parties from any liability for any action or inaction taken in furtherance of and/or in accordance with this Order or the EJ Plan, except for any liability arising from any action or inaction constituting gross negligence, actual fraud, or willful misconduct as determined by the Court; (h) waiving the 14-day stay on effectiveness of this Order; and (i) granting such other and further relief as the Court deems just and proper; and the Court having determined that the legal and factual bases set forth in the Motion, the Foreign Representative Declaration, Foreign Law Declaration and all other pleadings and papers in these cases establishing just cause to grant the relief set forth herein and that such relief is in the best interests of the Debtors and their estates and creditors; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor,

THIS COURT HEREBY FINDS AND DETERMINES 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 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), 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. The Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference from the United States District Court

for the Southern District of New York. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(P) and this Court has the statutory and constitutional authority to issue a final ruling with respect to this matter. Venue for this proceeding is proper before this Court pursuant to 28 U.S.C. § 1410.

C. The Foreign Representative, in his capacity as the Foreign Representative of the Debtors, has standing to make the Motion.

D. The Debtors have property and property rights within this district, and therefore, each of the Debtors is eligible to be a debtor in a chapter 15 case pursuant to sections 109 and 1501 of the Bankruptcy Code.

E. The Foreign Representative is the duly appointed “foreign representative” of each of the Debtors within the meaning of section 101(24) of the Bankruptcy Code.

F. The Chapter 15 Cases were properly commenced pursuant to sections 1504, 1509 and 1515 of the Bankruptcy Code, and the Foreign Representative has complied with section 1515 of the Bankruptcy Code and Bankruptcy Rules 1007(a)(4) and 2002 (except to the extent compliance with Bankruptcy Rule 1007(a)(4) has previously been waived by this Court).

G. Due and proper notice of the Motion and Hearing have been provided in accordance with the *Order Pursuant to Federal Rules of Bankruptcy Procedure 2002 and 9007 Scheduling Hearing and Specifying Form and Manner of Service and Notice* [ECF No. 10] (the “Scheduling Order”) and in compliance with the requirements of Bankruptcy Rule 2002(q), and no other or further notice need be provided.

H. The Brazilian EJ Proceeding is a “foreign proceeding” within the meaning of section 101(23) of the Bankruptcy Code.

I. The Brazilian EJ Proceeding is entitled to recognition by this Court pursuant to section 1517 of the Bankruptcy Code.

J. Brazil is the center of main interests of the Debtors, and accordingly, the Brazilian EJ Proceeding is a “foreign main proceeding” within the meaning of section 1502(4) of the Bankruptcy Code and is entitled to recognition as a foreign main proceeding pursuant to section 1517(b)(1) of the Bankruptcy Code.

K. The Foreign Representative and the Debtors, as applicable, are entitled to the relief available pursuant to section 1520 of the Bankruptcy Code and to additional assistance and discretionary relief (including recognition and enforcement of the EJ Plan, the Releases contained therein, and the Brazilian EJ Confirmation Order) pursuant to sections 1507 and 1521(a) of the Bankruptcy Code, to the extent set forth in this Order and subject to the limitations set forth in this Order.

L. The Foreign Representative and the Debtors, as applicable, are entitled to the Court’s cooperation under section 1525(a) of the Bankruptcy Code in implementing the EJ Plan in the form of relief granted by this Order on the terms provided herein. The terms of the EJ Plan before the Brazilian Court provided creditors and parties in interest with appropriate due process and are not manifestly contrary to U.S. public policy.

M. The relief granted hereby is necessary and appropriate to effectuate the purposes and objectives of Chapter 15 of the Bankruptcy Code and to protect the Debtors and the interests of their creditors and other parties in interest, and is consistent with the laws of the United States, international comity, public policy, and the policies of the Bankruptcy Code.

N. The relief granted hereby (a) is essential to the success of the Brazilian EJ Proceeding and EJ Plan; (b) is an integral element of the Brazilian EJ Proceeding and the EJ

Plan, and is integral to their effectuation; and (c) confers material benefits on and is in the best interests of the Debtors, their creditors and parties in interest, including, without limitation, the Noteholders.

O. Absent the relief granted hereby, the Brazilian EJ Proceeding and the Debtors' efforts to consummate the EJ Plan could be impeded by the actions of certain creditors and other persons, a result that would be contrary to the purposes of Chapter 15 of the Bankruptcy Code as set forth, *inter alia*, in section 1501(a) of the Bankruptcy Code. If taken, such actions could threaten, frustrate, delay, and ultimately jeopardize the Brazilian EJ Proceeding and implementation of the EJ Plan, and, as a result, the Debtors, their creditors, and such other parties in interest would suffer irreparable harm for which there is no adequate remedy at law.

P. Each injunction contained in this Order (a) is within the Court's jurisdiction; (b) is necessary and appropriate to the success of the Brazilian EJ Proceeding; (c) confers material benefits on, and is in the best interests of the Debtors and their creditors; and (d) is important to the overall objectives of the Debtors' restructuring.

Q. Specifically, the injunctive relief set forth in this Order is appropriate and necessary to prevent the risk that the Brazilian EJ Proceeding may be thwarted by the actions of particular creditors, a result inimical to the purposes of Chapter 15 of the Bankruptcy Code as set forth in section 1501(a) of the Bankruptcy Code. Such actions could put in peril the Debtors' ability to successfully restructure.

R. The relief granted herein will not cause undue hardship or inconvenience to any party in interest, and to the extent that any hardship or inconvenience may result to such parties, it is outweighed by the benefits of the requested relief to the Foreign Representative, Debtors, their estates, and their creditors.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The petitions for recognition and other relief requested in the Motion are hereby GRANTED, as set forth in this Order.

2. All objections, if any, to the Motion or the relief requested therein that have not been withdrawn, waived, or settled as announced to this Court at the hearing on the Motion, if any, or by stipulation filed with this Court, and all reservations of rights included therein, are hereby overruled on the merits.

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

4. The Brazilian EJ Proceeding is granted recognition as a foreign main proceeding pursuant to section 1517 of the Bankruptcy Code.

5. All relief and protection afforded to a foreign main proceeding pursuant to section 1520 of the Bankruptcy Code is hereby granted to the Brazilian EJ Proceeding, the Debtors, and the Debtors' assets located within the territorial jurisdiction of the United States, as applicable, including the application of section 362 of the Bankruptcy Code, which bars the commencement or continuation of actions against the Debtors and/or property of the Debtors located within the territorial jurisdiction of the United States. The Debtors and their respective successors, agents, representatives, advisors, and counsel are entitled to the protections contained in sections 306 and 1510 of the Bankruptcy Code.

6. The Brazilian Confirmation Order, the EJ Plan (including the Releases), any amendments, modifications, and all schedules, exhibits and other attachments to the EJ Plan, and the Existing Agents Supplemental Indemnification, in each case subject to all terms, conditions,

and limitations set forth therein, are hereby recognized, granted comity and given full force and effect within the territorial jurisdiction of the United States and for purposes of U.S. law with respect to each of the Debtors, and each is binding on all creditors of the Debtors, including all Noteholders, the Directed Parties and any of their respective successors and assigns, subject to the terms of this Order.

7. Except as provided by or as may be necessary to enforce the terms of the EJ Plan, the Brazilian Confirmation Order, the Existing Agents Supplemental Indemnification or this Order, all entities (as such term is defined in section 101(15) of the Bankruptcy Code), other than the Foreign Representative, the Debtors and their respective expressly authorized representatives and agents are hereby permanently enjoined and restrained from:

(a) execution against any of the Debtors' assets in contravention of the terms of the EJ Plan, the Brazilian Confirmation Order, or this Order;

(b) the direct or indirect commencement or continuation, including the issuance or employment of process or discovery, of a judicial, administrative, arbitral, or other action or proceeding, or to recover a claim (as such term is defined in section 101(5) of the Bankruptcy Code), which in either case in any way relates to, or would interfere with, the administration of the Debtors' estates in the Brazilian EJ Proceeding or the solicitation, implementation, or consummation of any transaction contemplated by the EJ Plan;

(c) taking or continuing any act to create, perfect, or enforce a lien or other security interest, setoff, or other claim against the Debtors or any of their property with respect to any debt that is assigned, subrogated, discharged, extinguished, novated,

canceled, released or otherwise being restructured pursuant to the EJ Plan, including, for the avoidance of doubt and without limitation, the Tranche 2 Notes;

(d) transferring, relinquishing, or disposing of any property of the Debtors to any entity (as such term is defined in section 101(15) of the Bankruptcy Code) other than by the Foreign Representative and his authorized representatives and agents or in any way attempting to obtain possession or control over any property of the Debtors, in each case, other than in a manner consistent with and not in contravention of the terms of the EJ Plan, the Brazilian Confirmation Order, or this Order;

(e) to the extent they have not been stayed pursuant to section 1520(a) and 362 of the Bankruptcy Code, asserting any claims, commencing, or continuing any action or proceeding (including, without limitation, bringing suit in any court, arbitration, mediation, or any judicial or quasi-judicial, administrative or regulatory action, proceeding, or process whatsoever), whether directly or by way of counterclaim (and from seeking discovery of any nature related thereto) concerning or otherwise relating to (i) the Debtors' property, assets, affairs, rights, obligations, or liabilities or (ii) any debt or claims that are assigned, subrogated, discharged, extinguished, novated, canceled or released under the EJ Plan (including the Releases), the Brazilian Confirmation Order, the Existing Agents Supplemental Indemnification, or as a result of Brazilian or other applicable law, including, for the avoidance of doubt and without limitation, the Tranche 2 Notes and the Indentures.

provided, in each case, that such injunction shall be effective solely within the territorial jurisdiction of the United States.

8. Notwithstanding anything herein to the contrary, any claims or rights asserted by Eugene Davis under or in connection with that certain engagement letter, dated as of December 12, 2017 (the “Engagement Letter”), by and among Mr. Davis, the Overseas Debtors, each in their capacities as Issuers or Guarantors (as applicable) of the Tranche 2 Notes, and Odebrecht Óleo e Gás S.A. (n/k/a/ Ocyan S.A.), as Operator (as defined in the Indentures), are not subject to the EJ Plan (including, for the avoidance of doubt, the Releases contained therein) or otherwise impacted by the EJ Plan or this Order (including, for the avoidance of doubt, any stay, pursuant to §§ 362(a) and 1520(a)(1) of the Bankruptcy Code, of Mr. Davis’ right to commence an action to enforce his claims or rights under the Engagement Letter), and all parties reserve all of their rights and defenses with respect to any such asserted claims or rights.

9. With respect to the issuance of the Plan Consideration and the cancelation and removal of the Tranche 2 Notes from DTC’s records, as contemplated by the EJ Plan, the Trustees and other Existing Agents, including their respective agents, successors and assigns, shall be required to confirm the drawdown balances with DTC in accordance with DTC’s operational arrangements. In addition, (a) the Debtors shall provide distribution details with respect to the Plan Consideration to the Trustees and DTC (as applicable), including customary documentation to DTC in order to provide for (i) the drawdown and removal of the Tranche 2 Notes from DTC’s records and (ii) the issuance of the Plan Consideration, (b) the Trustees shall be authorized (but not obligated) to issue any distribution notice reflecting the rates provided by the Debtors, and (c) neither the Trustees, the other Existing Agents nor any of their respective agents, attorneys, successors or assigns shall be required to provide any indemnity to DTC or post any bond or other security in connection with such cancelation and removal. As a condition precedent to receiving any distribution on account of the Tranche 2 Notes (including, for the

avoidance of doubt, any Plan Consideration), each holder of Tranche 2 Notes under the respective Indentures shall be deemed to have surrendered such note(s) or other documentation underlying such note(s), including all rights and claims thereunder, to the Debtors' affiliates in accordance with the EJ Plan.

10. Subject to the continuing effectiveness of the EJ Plan and Brazilian Confirmation Order, and upon the issuance of the Plan Consideration, (a) DrillCo or any of its affiliates shall subrogate into the Tranche 2 Notes, at which point in time the Tranche 2 Notes will constitute only intercompany claims against the Debtors (the "Tranche 2 Intercompany Claims"), in each case, in accordance with the EJ Plan and other applicable law, (b) all remaining positions on account of the Tranche 2 Notes on the books and records of the Trustees, other Existing Agents, and DTC shall be canceled and removed, and (c) the Indentures, instruments and certificates and any and all other documents evidencing the Noteholders' claims and rights related thereto (including claims against the Trustees and any other Existing Agent) shall be deemed permanently and irrevocably assigned to DrillCo and the Noteholders' rights to enforce any such claims shall immediately cease and transfer to DrillCo. For the avoidance of doubt, nothing in this Order shall affect (i) the Indentures (as amended) remaining in effect solely with respect to the Tranche 2 Intercompany Claims, (ii) Bonds 2022 Charging Lien and Bonds 2021 Charging Lien (each as defined in the EJ Plan) and the indemnification rights of the Trustees or other Existing Agents under the Indentures, Existing Agents Supplemental Indemnification, or the rights of the Trustees or other Existing Agents and of advisors to the Ad Hoc Group to be paid fees and expenses (including, for the avoidance of doubt, legal fees) that are not discharged pursuant to the EJ Plan or Brazilian Confirmation Order, including fees and expenses incurred after the date hereof, in each case, in accordance with the EJ Plan and the Indentures, (iii)

cancelation and removal of the Tranche 2 Notes from the books and records of the Trustees, other Existing Agents, and DTC, or (iv) rights of the Debtors' affiliates under the Tranche 2 Intercompany Claims, which shall exist on the books and records of the Debtors' applicable affiliates solely as an intercompany claim, in each case as provided in the EJ Plan and in accordance with applicable law.

11. The Directed Parties are (i) directed and authorized to take any and all lawful actions consistent with any such Directed Party's rights and duties under the Indentures and related documents that are reasonably necessary to give effect to and implement the EJ Plan and the Brazilian Confirmation Order and the transactions contemplated thereunder, as applicable, including, without limitation, the implementation of the Closing Acts, the consummation of the New Money Investment, and the issuance of the Plan Consideration (as applicable), subject to the terms and conditions of the documents under which they have been or will be appointed to act and (ii) authorized to take any other lawful action as instructed (in writing) by, and at the expense of, the Debtors that may be necessary to treat the Tranche 2 Notes in accordance with the EJ Plan and this Order.

12. The Directed Parties, including the Trustees and other Existing Agents, may conclusively rely upon and shall incur no liability and be exculpated and released from any liability for any action or inaction taken in connection with this Order, except for any liability arising from any action or inaction constituting gross negligence, actual fraud, or willful misconduct, in each case as finally determined by this Court.

13. The Foreign Representative, the Debtors and their respective expressly authorized representatives and agents are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order, including, without limitation, to implement the terms of the EJ

Plan and related restructuring transactions (including, for the avoidance of doubt, consummation of the New Money Investment and implementation of the Closing Acts) and are solely responsible for providing any instruments required by DTC, unless such instruments can only be provided by the Existing Agents and the Foreign Representative and the Debtors, as applicable, are authorized to use any property and to continue operating any businesses within the territorial jurisdiction of the United States.

14. The administration, realization, and distribution of all or part of the assets of the Debtors within the territorial jurisdiction of the United States is entrusted to the Foreign Representative, and the Foreign Representative is established as the exclusive representative of the Debtors in the United States pursuant to section 1521(a) of the Bankruptcy Code.

15. No action taken by the Foreign Representative in preparing, disseminating, applying for, implementing, or otherwise acting in furtherance of the EJ Plan or any order entered in these Chapter 15 Cases or in any adversary proceedings or contested matters in connection therewith, shall be deemed to constitute a waiver of the immunity afforded the Foreign Representative pursuant to sections 306 and 1510 of the Bankruptcy Code.

16. Notwithstanding any provision in the Bankruptcy Rules to the contrary, (a) this Order shall be effective immediately and enforceable upon entry; (b) the Foreign Representative is not subject to any stay in the implementation, enforcement, or realization of the relief granted in this Order; and (c) the Foreign Representative is authorized and empowered, and may in his discretion and without further delay, take any action and perform any act necessary to implement and effectuate the terms of this Order.

17. A copy of this Order, confirmed to be true and correct, shall be served, within seven (7) business days of entry of this Order, upon the Notice Parties, with such service being good and sufficient service and adequate notice for all purposes.

18. This Court shall retain jurisdiction with respect to all matters arising from or relating to the interpretation, implementation, enforcement, amendment, or modification of this Order.

Dated: [·], 2023
New York New York

HONORABLE DAVID S. JONES
UNITED STATES BANKRUPTCY JUDGE

Exhibit B

Redline

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

In re:

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Debtors in a Foreign Proceeding

Chapter 15

Case No. 23-10557 (DSJ)

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**ORDER GRANTING (I) RECOGNITION OF FOREIGN PROCEEDING,
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Upon the *Motion for (I) Recognition of Foreign Proceeding, (II) Recognition of Foreign Representative, (III) Recognition of Brazilian Confirmation Order and Related EJ Plan, and (IV) Related Relief Under Chapter 15 of the Bankruptcy Code* (the “Motion”)² of Rogerio Luis Murat Ibrahim (the “Foreign Representative”), the authorized foreign representative in respect of the *recuperação extrajudicial* proceeding (the “Brazilian EJ Proceeding”) of ODN I Perfurações and each of its affiliated debtors (collectively, the “Debtors”) in the 4th Business Court of the Judicial District of Rio de Janeiro, Brazil (the “Brazilian Court”) pursuant to Brazilian Federal Law No. 11,101 of February 9, 2005 (as amended from time to time, the “Brazilian Bankruptcy Law”), for entry of a final order (this “Order”), pursuant to sections 105(a), 1507, 1509(b), 1515, 1517, 1520, 1521, and 1525(a) of title 11 of the United States Code, 11 U.S.C.

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² Unless otherwise defined herein, each capitalized term shall have the meaning ascribed to such term in the Motion.

sections 101, *et seq.* (the “Bankruptcy Code”) (a) granting the Motion and recognizing the Brazilian EJ Proceeding as a “foreign main proceeding” (as defined in section 1502(4) of the Bankruptcy Code) of the Debtors pursuant to section 1517 of the Bankruptcy Code, all relief included therewith as provided in section 1520 of the Bankruptcy Code, and related relief under section 1521(a); (b) finding that the Foreign Representative is the duly appointed “foreign representative” of the Debtors within the meaning of section 101(24) of the Bankruptcy Code and that the Foreign Representative is authorized to act on behalf of the Debtors for purposes of the Chapter 15 Cases; (c) entrusting the Foreign Representative with the power to administer, realize, and distribute all assets of the Debtors within the territorial jurisdiction of the United States; (d) recognizing and enforcing the EJ Plan in the United States and giving full force and effect, and granting comity in the United States, to the Brazilian Confirmation Order, including, without limitation, giving effect to the Releases set forth in the EJ Plan and to allow the Foreign Representative, the Debtors and their respective expressly authorized representatives and agents to take actions necessary to consummate the EJ Plan and transactions contemplated thereby; (e) permanently enjoining all entities (as that term is defined in section 101(15) of the Bankruptcy Code) other than the Foreign Representative, the Debtors and their respective expressly authorized representatives and agents from (i) commencing, continuing, or taking any action in the United States that contravenes or would interfere with or impede the administration, implementation, and/or consummation of the Brazilian EJ Proceeding, EJ Plan, or Brazilian Confirmation Order including, without limitation, to obtain possession of, exercise control over, or assert claims against the Debtors or their property or (ii) taking any action against the Debtors or their respective property located in the territorial jurisdiction of the United States to recover or offset any debt or claims that are

assigned, subrogated, discharged, extinguished, novated, canceled or released under the EJ Plan (including as a result of the laws of Brazil or other applicable jurisdiction, as contemplated under the EJ Plan) or the Brazilian Confirmation Order; (f) authorizing and directing the Directed Parties and any successor trustees to take any and all actions necessary to give effect to the terms of the EJ Plan and transactions contemplated thereby; (g) exculpating and releasing the Directed Parties from any liability for any action or inaction taken in furtherance of and/or in accordance with this Order or the EJ Plan, except for any liability arising from any action or inaction constituting gross negligence, actual fraud, or willful misconduct as determined by the Court; (h) waiving the 14-day stay on effectiveness of this Order; and (i) granting such other and further relief as the Court deems just and proper; and the Court having determined that the legal and factual bases set forth in the Motion, the Foreign Representative Declaration, Foreign Law Declaration and all other pleadings and papers in these cases establishing just cause to grant the relief set forth herein and that such relief is in the best interests of the Debtors and their estates and creditors; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor,

THIS COURT HEREBY FINDS AND DETERMINES 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 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), 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. The Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference from the United States District Court for the Southern District of New York. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(P) and this Court has the statutory and constitutional authority to issue a final ruling with respect to this matter. Venue for this proceeding is proper before this Court pursuant to 28 U.S.C. § 1410.

C. The Foreign Representative, in his capacity as the Foreign Representative of the Debtors, has standing to make the Motion.

D. The Debtors have property and property rights within this district, and therefore, each of the Debtors is eligible to be a debtor in a chapter 15 case pursuant to sections 109 and 1501 of the Bankruptcy Code.

E. The Foreign Representative is the duly appointed “foreign representative” of each of the Debtors within the meaning of section 101(24) of the Bankruptcy Code.

F. The Chapter 15 Cases were properly commenced pursuant to sections 1504, 1509 and 1515 of the Bankruptcy Code, and the Foreign Representative has complied with section 1515 of the Bankruptcy Code and Bankruptcy Rules 1007(a)(4) and 2002 (except to the extent compliance with Bankruptcy Rule 1007(a)(4) has previously been waived by this Court).

G. Due and proper notice of the Motion and Hearing have been provided in accordance with the *Order Pursuant to Federal Rules of Bankruptcy Procedure 2002 and 9007 Scheduling Hearing and Specifying Form and Manner of Service and Notice* [ECF No. [10](#)] (the “Scheduling Order”) and in compliance with the requirements of Bankruptcy Rule 2002(q), and no other or further notice need be provided.

H. The Brazilian EJ Proceeding is a “foreign proceeding” within the meaning of section 101(23) of the Bankruptcy Code.

I. The Brazilian EJ Proceeding is entitled to recognition by this Court pursuant to section 1517 of the Bankruptcy Code.

J. Brazil is the center of main interests of the Debtors, and accordingly, the Brazilian EJ Proceeding is a “foreign main proceeding” within the meaning of section 1502(4) of the Bankruptcy Code and is entitled to recognition as a foreign main proceeding pursuant to section 1517(b)(1) of the Bankruptcy Code.

K. The Foreign Representative and the Debtors, as applicable, are entitled to the relief available pursuant to section 1520 of the Bankruptcy Code and to additional assistance and discretionary relief (including recognition and enforcement of the EJ Plan, the Releases contained therein, and the Brazilian EJ Confirmation Order) pursuant to sections 1507 and 1521(a) of the Bankruptcy Code, to the extent set forth in this Order and subject to the limitations set forth in this Order.

L. The Foreign Representative and the Debtors, as applicable, are entitled to the Court’s cooperation under section 1525(a) of the Bankruptcy Code in implementing the EJ Plan in the form of relief granted by this Order on the terms provided herein. The terms of the EJ Plan before the Brazilian Court provided creditors and parties in interest with appropriate due process and are not manifestly contrary to U.S. public policy.

M. The relief granted hereby is necessary and appropriate to effectuate the purposes and objectives of Chapter 15 of the Bankruptcy Code and to protect the Debtors and the interests of their creditors and other parties in interest, and is consistent with the laws of the United States, international comity, public policy, and the policies of the Bankruptcy Code.

N. The relief granted hereby (a) is essential to the success of the Brazilian EJ Proceeding and EJ Plan; (b) is an integral element of the Brazilian EJ Proceeding and the EJ Plan, and is integral to their effectuation; and (c) confers material benefits on and is in the best interests of the Debtors, their creditors and parties in interest, including, without limitation, the Noteholders.

O. Absent the relief granted hereby, the Brazilian EJ Proceeding and the Debtors' efforts to consummate the EJ Plan could be impeded by the actions of certain creditors and other persons, a result that would be contrary to the purposes of Chapter 15 of the Bankruptcy Code as set forth, *inter alia*, in section 1501(a) of the Bankruptcy Code. If taken, such actions could threaten, frustrate, delay, and ultimately jeopardize the Brazilian EJ Proceeding and implementation of the EJ Plan, and, as a result, the Debtors, their creditors, and such other parties in interest would suffer irreparable harm for which there is no adequate remedy at law.

P. Each injunction contained in this Order (a) is within the Court's jurisdiction; (b) is necessary and appropriate to the success of the Brazilian EJ Proceeding; (c) confers material benefits on, and is in the best interests of the Debtors and their creditors; and (d) is important to the overall objectives of the Debtors' restructuring.

Q. Specifically, the injunctive relief set forth in this Order is appropriate and necessary to prevent the risk that the Brazilian EJ Proceeding may be thwarted by the actions of particular creditors, a result inimical to the purposes of Chapter 15 of the Bankruptcy Code as set forth in section 1501(a) of the Bankruptcy Code. Such actions could put in peril the Debtors' ability to successfully restructure.

R. The relief granted herein will not cause undue hardship or inconvenience to any party in interest, and to the extent that any hardship or inconvenience may result to such parties,

it is outweighed by the benefits of the requested relief to the Foreign Representative, Debtors, their estates, and their creditors.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The petitions for recognition and other relief requested in the Motion are hereby GRANTED, as set forth in this Order.

2. All objections, if any, to the Motion or the relief requested therein that have not been withdrawn, waived, or settled as announced to this Court at the hearing on the Motion, if any, or by stipulation filed with this Court, and all reservations of rights included therein, are hereby overruled on the merits.

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

4. The Brazilian EJ Proceeding is granted recognition as a foreign main proceeding pursuant to section 1517 of the Bankruptcy Code.

5. All relief and protection afforded to a foreign main proceeding pursuant to section 1520 of the Bankruptcy Code is hereby granted to the Brazilian EJ Proceeding, the Debtors, and the Debtors' assets located within the territorial jurisdiction of the United States, as applicable, including the application of section 362 of the Bankruptcy Code, which bars the commencement or continuation of actions against the Debtors and/or property of the Debtors located within the territorial jurisdiction of the United States. The Debtors and their respective successors, agents, representatives, advisors, and counsel are entitled to the protections contained in sections 306 and 1510 of the Bankruptcy Code.

6. The Brazilian Confirmation Order, the EJ Plan (including the Releases), any amendments, modifications, and all schedules, exhibits and other attachments to the EJ Plan, and the Existing Agents Supplemental Indemnification, in each case subject to all terms, conditions, and limitations set forth therein, are hereby recognized, granted comity and given full force and effect within the territorial jurisdiction of the United States and for purposes of U.S. law with respect to each of the Debtors, and each is binding on all creditors of the Debtors, including all Noteholders, the Directed Parties and any of their respective successors and assigns, subject to the terms of this Order.

7. Except as provided by or as may be necessary to enforce the terms of the EJ Plan, the Brazilian Confirmation Order, the Existing Agents Supplemental Indemnification or this Order, all entities (as such term is defined in section 101(15) of the Bankruptcy Code), other than the Foreign Representative, the Debtors and their respective expressly authorized representatives and agents are hereby permanently enjoined and restrained from:

(a) execution against any of the Debtors' assets in contravention of the terms of the EJ Plan, the Brazilian Confirmation Order, or this Order;

(b) the direct or indirect commencement or continuation, including the issuance or employment of process or discovery, of a judicial, administrative, arbitral, or other action or proceeding, or to recover a claim (as such term is defined in section 101(5) of the Bankruptcy Code), which in either case in any way relates to, or would interfere with, the administration of the Debtors' estates in the Brazilian EJ Proceeding or the solicitation, implementation, or consummation of any transaction contemplated by the EJ Plan;

(c) taking or continuing any act to create, perfect, or enforce a lien or other security interest, setoff, or other claim against the Debtors or any of their property with respect to any debt that is assigned, subrogated, discharged, extinguished, novated, canceled, released or otherwise being restructured pursuant to the EJ Plan, including, for the avoidance of doubt and without limitation, the Tranche 2 Notes;

(d) transferring, relinquishing, or disposing of any property of the Debtors to any entity (as such term is defined in section 101(15) of the Bankruptcy Code) other than by the Foreign Representative and his authorized representatives and agents or in any way attempting to obtain possession or control over any property of the Debtors, in each case, other than in a manner consistent with and not in contravention of the terms of the EJ Plan, the Brazilian Confirmation Order, or this Order;

(e) to the extent they have not been stayed pursuant to section 1520(a) and 362 of the Bankruptcy Code, asserting any claims, commencing, or continuing any action or proceeding (including, without limitation, bringing suit in any court, arbitration, mediation, or any judicial or quasi-judicial, administrative or regulatory action, proceeding, or process whatsoever), whether directly or by way of counterclaim (and from seeking discovery of any nature related thereto) concerning or otherwise relating to (i) the Debtors' property, assets, affairs, rights, obligations, or liabilities or (ii) any debt or claims that are assigned, subrogated, discharged, extinguished, novated, canceled or released under the EJ Plan (including the Releases), the Brazilian Confirmation Order, the Existing Agents Supplemental Indemnification, or as a result of Brazilian or other applicable law, including, for the avoidance of doubt and without limitation, the Tranche 2 Notes and the Indentures.

provided, in each case, that such injunction shall be effective solely within the territorial jurisdiction of the United States.

8. Notwithstanding anything herein to the contrary, any claims or rights asserted by Eugene Davis under or in connection with that certain engagement letter, dated as of December 12, 2017 (the “Engagement Letter”), by and among Mr. Davis, the Overseas Debtors, each in their capacities as Issuers or Guarantors (as applicable) of the Tranche 2 Notes, and Odebrecht Óleo e Gás S.A. (n/k/a/ Ocyan S.A.), as Operator (as defined in the Indentures), are not subject to the EJ Plan (including, for the avoidance of doubt, the Releases contained therein) or otherwise impacted by the EJ Plan or this Order (including, for the avoidance of doubt, any stay, pursuant to §§ 362(a) and 1520(a)(1) of the Bankruptcy Code, of Mr. Davis’ right to commence an action to enforce his claims or rights under the Engagement Letter), and all parties reserve all of their rights and defenses with respect to any such asserted claims or rights.

9. ~~8.~~ With respect to the issuance of the Plan Consideration and the cancelation and removal of the Tranche 2 Notes from DTC’s records, as contemplated by the EJ Plan, the Trustees and other Existing Agents, including their respective agents, successors and assigns, shall be required to confirm the drawdown balances with DTC in accordance with DTC’s operational arrangements. In addition, (a) the Debtors shall provide distribution details with respect to the Plan Consideration to the Trustees and DTC (as applicable), including customary documentation to DTC in order to provide for (i) the drawdown and removal of the Tranche 2 Notes from DTC’s records and (ii) the issuance of the Plan Consideration, (b) the Trustees shall be authorized (but not obligated) to issue any distribution notice reflecting the rates provided by the Debtors, and (c) neither the Trustees, the other Existing Agents nor any of their respective agents, attorneys, successors or assigns shall be required to provide any indemnity to DTC or

post any bond or other security in connection with such cancelation and removal. As a condition precedent to receiving any distribution on account of the Tranche 2 Notes (including, for the avoidance of doubt, any Plan Consideration), each holder of Tranche 2 Notes under the respective Indentures shall be deemed to have surrendered such note(s) or other documentation underlying such note(s), including all rights and claims thereunder, to the Debtors' affiliates in accordance with the EJ Plan.

10. ~~9.~~ Subject to the continuing effectiveness of the EJ Plan and Brazilian Confirmation Order, and upon the issuance of the Plan Consideration, (a) DrillCo or any of its affiliates shall subrogate into the Tranche 2 Notes, at which point in time the Tranche 2 Notes will constitute only intercompany claims against the Debtors (the "Tranche 2 Intercompany Claims"), in each case, in accordance with the EJ Plan and other applicable law, (b) all remaining positions on account of the Tranche 2 Notes on the books and records of the Trustees, other Existing Agents, and DTC shall be canceled and removed, and (c) the Indentures, instruments and certificates and any and all other documents evidencing the Noteholders' claims and rights related thereto (including claims against the Trustees and any other Existing Agent) shall be deemed permanently and irrevocably assigned to DrillCo and the Noteholders' rights to enforce any such claims shall immediately cease and transfer to DrillCo. For the avoidance of doubt, nothing in this Order shall affect (i) the Indentures (as amended) remaining in effect solely with respect to the Tranche 2 Intercompany Claims, (ii) Bonds 2022 Charging Lien and Bonds 2021 Charging Lien (each as defined in the EJ Plan) and the indemnification rights of the Trustees or other Existing Agents under the Indentures, Existing Agents Supplemental Indemnification, or the rights of the Trustees or other Existing Agents and of advisors to the Ad Hoc Group to be paid fees and expenses (including, for the avoidance of doubt, legal fees) that

are not discharged pursuant to the EJ Plan or Brazilian Confirmation Order, including fees and expenses incurred after the date hereof, in each case, in accordance with the EJ Plan and the Indentures, (iii) cancelation and removal of the Tranche 2 Notes from the books and records of the Trustees, other Existing Agents, and DTC, or (iv) rights of the Debtors' affiliates under the Tranche 2 Intercompany Claims, which shall exist on the books and records of the Debtors' applicable affiliates solely as an intercompany claim, in each case as provided in the EJ Plan and in accordance with applicable law.

11. ~~10.~~ The Directed Parties are (i) directed and authorized to take any and all lawful actions consistent with any such Directed Party's rights and duties under the Indentures and related documents that are reasonably necessary to give effect to and implement the EJ Plan and the Brazilian Confirmation Order and the transactions contemplated thereunder, as applicable, including, without limitation, the implementation of the Closing Acts, the consummation of the New Money Investment, and the issuance of the Plan Consideration (as applicable), subject to the terms and conditions of the documents under which they have been or will be appointed to act and (ii) authorized to take any other lawful action as instructed (in writing) by, and at the expense of, the Debtors that may be necessary to treat the Tranche 2 Notes in accordance with the EJ Plan and this Order.

12. ~~11.~~ The Directed Parties, including the Trustees and other Existing Agents, may conclusively rely upon and shall incur no liability and be exculpated and released from any liability for any action or inaction taken in connection with this Order, except for any liability arising from any action or inaction constituting gross negligence, actual fraud, or willful misconduct, in each case as finally determined by this Court.

13. ~~12.~~ The Foreign Representative, the Debtors and their respective expressly authorized representatives and agents are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order, including, without limitation, to implement the terms of the EJ Plan and related restructuring transactions (including, for the avoidance of doubt, consummation of the New Money Investment and implementation of the Closing Acts) and are solely responsible for providing any instruments required by DTC, unless such instruments can only be provided by the Existing Agents and the Foreign Representative and the Debtors, as applicable, are authorized to use any property and to continue operating any businesses within the territorial jurisdiction of the United States.

14. ~~13.~~ The administration, realization, and distribution of all or part of the assets of the Debtors within the territorial jurisdiction of the United States is entrusted to the Foreign Representative, and the Foreign Representative is established as the exclusive representative of the Debtors in the United States pursuant to section 1521(a) of the Bankruptcy Code.

15. ~~14.~~ No action taken by the Foreign Representative in preparing, disseminating, applying for, implementing, or otherwise acting in furtherance of the EJ Plan or any order entered in these Chapter 15 Cases or in any adversary proceedings or contested matters in connection therewith, shall be deemed to constitute a waiver of the immunity afforded the Foreign Representative pursuant to sections 306 and 1510 of the Bankruptcy Code.

16. ~~15.~~ Notwithstanding any provision in the Bankruptcy Rules to the contrary, (a) this Order shall be effective immediately and enforceable upon entry; (b) the Foreign Representative is not subject to any stay in the implementation, enforcement, or realization of the relief granted in this Order; and (c) the Foreign Representative is authorized and empowered, and

may in his discretion and without further delay, take any action and perform any act necessary to implement and effectuate the terms of this Order.

17. ~~16.~~ A copy of this Order, confirmed to be true and correct, shall be served, within seven (7) business days of entry of this Order, upon the Notice Parties, with such service being good and sufficient service and adequate notice for all purposes.

18. ~~17.~~ This Court shall retain jurisdiction with respect to all matters arising from or relating to the interpretation, implementation, enforcement, amendment, or modification of this Order.

Dated: [·], 2023
New York New York

HONORABLE DAVID S. JONES
UNITED STATES BANKRUPTCY JUDGE