



## NOTICE OF DEFAULT

**To the Holders of the 8.750% Senior Notes Due 2026 (the "Notes")  
issued by UNIGEL LUXEMBOURG S.A. (the "Issuer")**

**Cusip #s 904752 AB8, L9467U AB3<sup>1</sup>  
ISIN #s US904752AB83, USL9467UAB37**

September 7, 2023

**NOTE: THIS NOTICE CONTAINS IMPORTANT INFORMATION THAT MATERIALLY AFFECTS THE ECONOMIC INTERESTS OF THE BENEFICIAL OWNERS OF THE SUBJECT NOTES AND SHOULD BE CAREFULLY REVIEWED. IF APPLICABLE, ALL DEPOSITORYES, CUSTODIANS, AND OTHER INTERMEDIARIES RECEIVING THIS NOTICE ARE REQUESTED TO EXPEDITE RETRANSMITTAL TO SUCH BENEFICIAL OWNERS IN A TIMELY MANNER.**

This Notice is being issued by The Bank of New York Mellon, as indenture trustee (the "Trustee") under the Indenture, dated as of October 1, 2019 entered into by and among the Issuer, Unigel Participações S.A. (the "Company"), Proquigel Química S.A., Plastiglas de Mexico S.A. de C.V., Acrilonitrila do Nordeste S.A and Companhia Brasileira de Estireno (each a Guarantor and together with the Company, the "Guarantors") and The Bank of New York Mellon, as Trustee, registrar, transfer agent and paying agent.

### **Reporting Covenant Default**

Pursuant to Section 4.08 of the Indenture, the Issuer and the Company are required to furnish unaudited interim consolidated financial statements to the Trustee and the Holder of the Notes no later than 60 days after the end of each of the first three fiscal quarters of each fiscal year of the Company. As of the date hereof, the Trustee has not received the interim financial statements which were due on August 30, 2023.

Pursuant to Section 6.01(a)(iv) of the Indenture, an Event of Default will occur if the Issuer or the Company defaults in the performance of any covenant and such default continues for a period of 60 consecutive days after written notice to the Issuer and/or the Company by the Trustee or to the Issuer, the Company and the Trustee by the Holders of 25% or more in aggregate principal amount of the outstanding Notes. The Trustee does not intend to take any action at this time unless instructed and indemnified by Holders pursuant to the Indenture.

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<sup>1</sup> The Cusips and ISINs appearing herein have been included solely for the convenience of the Holders. The Bank of New York Mellon assumes no responsibility for the selection or use of such number and makes no representation as to the correctness of the Cusips and ISINs listed above.

## **Instruction by Holders**

Section 6.05 of the Indenture states that subject to the obligation to provide indemnity satisfactory to the Trustee, the Holders of a majority in aggregate principal amount of the Outstanding Notes may direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred on the Trustee. However, the Trustee may refuse to follow any direction that conflicts with law or the Indenture, that may involve the Trustee in personal liability, or that the Trustee determines in good faith may be unduly prejudicial to the rights of Holders not joining in the giving of such direction, and the Trustee may take any other action it deems proper that is not inconsistent with any such direction received from Holders.

## **Retention of Counsel**

The Trustee has retained Norton Rose Fulbright US LLP in New York and Tauli & Chequer associado a Mayer Brown in Brazil to represent it in connection with the defaults under the Indenture. To the extent not paid by the Issuer or the Guarantors, the Trustee will exercise its rights to recover including the fees and expenses of all retained professionals and the fees and expenses for the extraordinary services by the Trustee's Default Administration Group from the recoveries under the Indenture for the Holders.

## **Miscellaneous**

Holders should not rely on the Trustee as their sole source of information. Holders should consider consulting their own legal, financial, and business advisors for advice regarding this matter. The Trustee makes no recommendations and gives no investment, legal, or tax advice as to the above matters or the Indentures generally. The foregoing is not intended and should not be construed as investment, accounting, financial, legal or tax advice by or on behalf of the Trustee, or its directors, officers, agents, attorneys or employees. Each person receiving this notice is urged to carefully review it and should seek the advice of its own advisors in respect of the matters set forth herein.

Please be advised that the Trustee reserves all of the rights, powers, claims, and remedies available to it under the Indenture and applicable law, including the right to assert any liens for unpaid fees. Except as may be limited by the terms of applicable law or any court order, no delay or forbearance by the Trustee in exercising any right or remedy accruing upon the occurrence of a default, an Event of Default, or similar event or otherwise under the terms of the Indenture, other documentation relating thereto, or under applicable law, shall impair any such right or remedy or constitute a waiver thereof or an acquiescence therein.

If you have any questions regarding this Notice, you may contact David Kerr, Vice President, The Bank of New York Mellon, by e-mail at [david.m.kerr@bnymellon.com](mailto:david.m.kerr@bnymellon.com). Please note in any correspondence with the Trustee, Holders may be required to submit satisfactory proof of their holdings together with due written authorization to the Trustee.

The Trustee may conclude that a specific response to particular inquiries from individual Holders is not consistent with equal and full dissemination of information to all Holders.

The Bank of New York Mellon, as Trustee