United States Bankruptcy Court
Southern District of Texas
ENTERED
August 18, 2026
Nathan Ochsner, Clerk

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
BRASKEM IDESA, S.A.P.I., *et al.*,[1]	)	Case No. 26-90762 (CML)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket No. 6**

INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO (A) OBTAIN POSTPETITION FINANCING AND (B) USE CASH COLLATERAL, (II) GRANTING LIENS AND PROVIDING CLAIMS WITH SUPERPRIORITY ADMINISTRATIVE EXPENSE STATUS, (III) GRANTING ADEQUATE PROTECTION TO THE PREPETITION SECURED PARTIES, (IV) MODIFYING THE AUTOMATIC STAY, (V) SCHEDULING A FINAL HEARING AND (VI) GRANTING RELATED RELIEF

Upon the motion (the "**DIP Motion**")[2] of Braskem Idesa, S.A.P.I. and each of its affiliates that are debtors and debtors-in-possession (each, a "**Debtor**" and, collectively, the "**Debtors**") in the above-captioned cases (the "**Chapter 11 Cases**"), and pursuant to sections 105, 361, 362, 363(b), 363(c)(2), 363(m), 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1), 364(e), 503, 506(c) and 507 of title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (the "**Bankruptcy Code**"), Rules 2002, 4001, 6003, 6004 and 9014 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), Rules 2002-1, 4001-1(b), 4002-1(i) and 9013-1 of the Bankruptcy Local Rules of the United States Bankruptcy Court for the Southern District of Texas (the "**Local Rules**") and the Procedures for Complex Cases in the Southern District of

[1] The Debtors, together with each of the Debtors' tax identification numbers, as applicable, are: Braskem Idesa, S.A.P.I. (Tax Identification Number: BID100428IX6); Braskem Idesa Servicios, S.A. de C.V. (Tax Identification Number: BIS101213MW9); and Braskem Idesa Ethane LLC (Texas File Number: 806708464). The location of the corporate headquarters and the service address for the Debtors is: Blvd. Manuel Ávila Camacho 36, 24th floor, Col. Lomas de Chapultepec – Miguel Hidalgo, CDMX – México, 11000.

[2] Capitalized terms used but not defined herein are given the meanings ascribed to such terms in the DIP Facility Agreement (as defined herein) or the DIP Motion, as applicable.

Texas (the "**Complex Case Procedures**" and, together with the Local Rules, the "**Bankruptcy Local Rules**"), seeking entry of this interim order (this "**Interim Order**") and the Final Order (as defined herein) as applicable, among other things:

(i) authorizing Braskem Idesa, S.A.P.I. (in such capacity, the "**DIP Borrower**" or the "**Company**") to obtain postpetition financing (the "**DIP Financing**") pursuant to a superpriority, senior secured and priming, delayed-draw debtor-in-possession facility (the "**DIP Facility**") subject to the terms and conditions set forth in that certain Superpriority Debtor-in-Possession Credit Agreement attached in substantially final form as **Exhibit 1** (as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the "**DIP Facility Agreement**"), by and among the DIP Borrower, the DIP Guarantors (as defined herein), Braskem Netherlands B.V. (or any affiliate designee, together with one or more affiliates thereof), from time to time party thereto, as lenders (solely in their capacity as such, collectively, the "**DIP Lenders**" or "**DIP Lender**") and TMF Mexico Business Process, S. De R.L. De C.V., as collateral agent (the "**DIP Collateral Agent**" and together with the DIP Lenders, the "**DIP Secured Parties**"), in an aggregate principal amount of approximately $408.89 million (the "**DIP Loans**"), consisting of:

a. commitments from the DIP Lenders to advance new money superpriority secured term loans in an initial aggregate principal amount of $279 million (the "**DIP Commitments**") for all DIP Lenders consisting of:

i. $230 million to be made pursuant to the DIP Facility Agreement upon entry by the Court of this Interim Order, on the terms and subject to the conditions in the DIP Facility Agreement (the "**Interim New Money Loans**");

ii. $49 million to be made pursuant to the DIP Facility Agreement upon the entry of the Court of the Final Order, on the terms and subject to the conditions in the DIP Facility Agreement (the "**Final New Money Loans**" and, together with the Interim New Money Loans, the "**New Money Loans**");

b. upon entry of the Interim Order, and subject to the terms and conditions set forth in the DIP Facility Agreement, an automatic roll-up and conversion, on a dollar-for-dollar, cashless basis of approximately $103.91 million in Eligible Prepetition Secured Claims (as defined below) held by the DIP Lenders in the aggregate, directly or indirectly, or by any Affiliate, designee or beneficial holder thereof, into term loans deemed outstanding under the DIP Facility Agreement (all such roll-up loans, "**Rolled-Up Loans**" and together with the New Money Loans, the "**DIP Loans**") on the date on which the Interim New Money Loans are made by any DIP Lender under the DIP Facility Agreement to the extent that the Interim New Money Loans have been funded in full (such Rolled-Up Loans, the "**Interim Rolled-Up Loans**" and the amount of such Interim Rolled-Up Loans, together with the amount of the Interim New Money Loans, the "**Interim Amount**"), which Interim Rolled-Up Loans shall be in addition to, and shall not reduce or be counted against, the DIP Commitments or the New Money Loans; and

c. upon entry of the Final Order, and subject to the terms and conditions set forth in the DIP Facility Agreement, an automatic roll-up and conversion, on a dollar-for-dollar, cashless basis of approximately $25.98 million in Eligible Prepetition Secured Claims held by the DIP Lenders in the aggregate, directly or indirectly, or by any Affiliate, designee or beneficial holder thereof, into term loans deemed outstanding under the DIP Facility Agreement on the date on which the Final New Money Loans are made by any DIP Lender under the DIP Facility Agreement to the extent that the Final New Money Loans have been funded in full (such Rolled-Up Loans together with the Interim Rolled-Up Loans, the "**Roll-Up**"); which Rolled-Up Loans shall likewise be in addition to, and shall not reduce or be counted against, the DIP Commitments or the New Money Loans.

(ii) authorizing the Debtors to jointly and severally guarantee the DIP Loans and the other DIP Obligations (as defined herein) (such guarantors, other than the DIP Borrower, the "**DIP Guarantors**" and, together with the DIP Borrower, the "**DIP Credit Parties**");[3]

(iii) authorizing the DIP Credit Parties and directing the applicable Prepetition Agents and Trustees, as applicable, to execute, deliver and perform under the DIP Facility Agreement and all other documentation related to the DIP Facility, including, without limitation, as applicable, security agreements, trust agreements (including the Mexican Security Trust Amendment (as defined herein), the Mexican Share Pledge Amendment (as defined herein) and the Mexican Non-Possessory Pledge Amendment (as defined herein)), pledge agreements, control agreements, mortgages, deeds, charges, guarantees, promissory notes, intercompany notes, certificates, instruments, intellectual property security agreements, notes,

[3] For the avoidance of doubt, Braskem Idesa's non-debtor joint venture Terminal Química Puerto México S.A.P.I. ("**TQPM**") shall not be a guarantor under the DIP Facility.

syndication notices and subscription forms, fee or premium letters and such other documents that may be reasonably requested by the DIP Secured Parties in connection with the DIP Facility, in each case, as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time in accordance with the terms thereof, of the DIP Facility Agreement and hereof (collectively, together with the DIP Facility Agreement, any other Loan Documents, this Interim Order and, upon entry thereof, the Final Order, the "**DIP Documents**");

(iv) (x) directing the Collateral Agent (as defined herein) to take all necessary actions to enter into the Mexican Security Trust Amendment, the Mexican Share Pledge Amendment and the Mexican Non-Possessory Pledge Amendment, in order to give effect, and ensure compliance with, this Interim Order, including the priorities and turnover provisions hereof; (y) subject to the provision of adequate protection described herein and paragraph 10 hereof, deeming the Intercreditor Agreement (as defined herein) to be amended, altered and modified by the terms of this Interim Order and the DIP Documents to provide for the DIP Superpriority Claims (as defined herein), the DIP Liens (as defined herein) and priorities set forth in this Interim Order and other DIP Documents; and (z) subject to the provision of adequate protection described herein and paragraph 10 hereof, deeming the creditors and parties under the Intercreditor Agreement (as defined herein) as having approved any and all amendments to the Mexican Security Trust Amendment, the Mexican Share Pledge Amendment and the Mexican Non-Possessory Pledge Amendment, exclusively for the purposes of giving effect, and ensure compliance with, this Interim Order, including the priorities and turnover provisions hereof;

(v) authorizing the DIP Credit Parties to incur, and jointly and severally guarantee, loans, advances, extensions of credit, financial accommodations, reimbursement obligations, fees and premiums (including, without limitation, commitment premiums, upfront fees, backstop premiums, exit premiums, fronting fees, administrative agency fees, collateral agency or security trustee fees and any other fees or premiums payable pursuant to the DIP Documents), costs, expenses and other liabilities and all other obligations (including indemnities and similar obligations, whether contingent or absolute) and all other obligations due or payable under the DIP Documents (collectively, the "**DIP Obligations**"), and to perform such other and further acts as may be required, necessary, desirable or appropriate in connection therewith;

(vi) authorizing the Debtors to effectuate and incur the Rolled-Up Loans pursuant to the terms of this Interim Order, and upon entry of the Final Order, as applicable;

(vii) subject and subordinate to the Carve-Out (as defined herein), granting to the DIP Secured Parties allowed superpriority administrative expense claims pursuant to section 364(c)(1) of the Bankruptcy Code in respect of all DIP Obligations of the DIP Credit Parties;

(viii) subject and subordinate to the Carve-Out and any liens senior by operation of law, granting to the DIP Collateral Agent, for the benefit of the DIP Lenders, valid, enforceable, non-avoidable and automatically perfected liens pursuant to sections 364(c)(2) and 364(c)(3) of the Bankruptcy Code and priming liens pursuant to section 364(d) of the Bankruptcy Code on all DIP Collateral (as defined herein), including, without limitation, all Cash Collateral, Trust Collateral (each as defined herein) and all residual interest of the DIP Borrower in TQPM (so long as no third-party consent is required with respect to such residual interests in TQPM) and, subject only to and effective upon entry of the Final Order, any Avoidance Proceeds (as defined herein);

(ix) authorizing the Debtors, the DIP Secured Parties, the Prepetition Agents and Trustees and the other respective Prepetition Secured Parties (each as defined herein) to take all actions necessary or desirable to implement and effectuate the terms of this Interim Order;

(x) waiving (A) all rights to surcharge the Prepetition Collateral (as defined herein) and the DIP Collateral (together, the "**Collateral**") pursuant to section 506(c) of the Bankruptcy Code and (B) any "equities of the case" exception under section 552(b) of the Bankruptcy Code; *provided* that the foregoing waiver shall be without prejudice to any provisions of the Final Order;

(xi) solely to the extent provided herein, waiving the equitable doctrine of "marshaling" and other similar doctrines (A) with respect to the DIP Collateral for the benefit of any party other than the DIP Secured Parties and (B) with respect to any of the Prepetition Collateral (including Cash Collateral) for the benefit of any party other than the Prepetition Secured Parties; *provided* that the foregoing waiver shall be without prejudice to any provisions of the Final Order;

(xii) authorizing the Debtors to use proceeds of the DIP Facility and Cash Collateral solely in accordance with this Interim Order, the Final Order (upon its entry) and the other DIP Documents;

(xiii) authorizing the Debtors to pay the principal, interest, fees, expenses, reimbursements, and other amounts payable under this Interim Order, the Final Order (upon its entry) and the other DIP Documents (including the DIP Obligations) as such become earned, due and payable to the extent provided in, and in accordance with, this Interim Order, the Final Order (upon its entry) and the other DIP Documents;

(xiv) subject to the restrictions set forth in this Interim Order, the Final Order (upon its entry) and the other DIP Documents, authorizing the Debtors to use the Prepetition Collateral, including Cash Collateral of the Prepetition Secured Parties under the Prepetition Credit Documents (as defined herein) and provide adequate protection as and to the extent set forth herein, to the Prepetition Agents and Trustees for the benefit of the Prepetition Secured Parties for any diminution in value of their respective interests in the applicable Prepetition Collateral

(including Cash Collateral), for any reason provided for under the Bankruptcy Code, including any diminution in value resulting from the imposition of the automatic stay under section 362 of the Bankruptcy Code (the "**Automatic Stay**"), the Debtors' use, sale or lease of the Prepetition Collateral (including Cash Collateral) and, where applicable, the priming of their respective interests in the Prepetition Collateral (including, for the avoidance of doubt, Cash Collateral and Trust Collateral);

(xv) vacating and modifying the Automatic Stay to the extent set forth herein and as necessary to permit the Debtors and their affiliates, the DIP Secured Parties and the Prepetition Secured Parties to implement and effectuate the terms and provisions of this Interim Order and the other DIP Documents (including, upon entry, the Final Order), and to deliver any notices of termination described below and as further set forth herein;

(xvi) waiving any applicable stay (including under Bankruptcy Rule 6004) and providing for immediate effectiveness of this Interim Order and, upon entry, the Final Order; and

(xvii) scheduling a final hearing (the "**Final Hearing**") to consider final approval of the DIP Facility and use of Cash Collateral pursuant to a proposed final order (the "**Final Order**"), as set forth in the DIP Motion and the DIP Documents filed with this Court.

The Court having considered the interim relief requested in the DIP Motion, the exhibits attached thereto, the *Declaration of Ryan Omohundro in Support of the Debtors' Chapter 11 Petitions and First Day Motions* (the "**Omohundro Declaration**"), the *Declaration of Christian Tempke in Support of the Debtors' Emergency Motion for Interim and Final Orders (i) Authorizing the Debtors to (a) Obtain Postpetition Financing and (b) Use Cash Collateral; (ii) Granting Liens and Providing Claims with Superpriority Administrative Expense Claims Status; (iii) Granting Adequate Protection to the Prepetition Secured Parties (iv) Modifying the Automatic Stay; (v) Scheduling a Final Hearing, and (vi) Granting Related Relief* (the "**Tempke Declaration**" and together with the Omohundro Declaration, the "**DIP Declarations**"), the available DIP Documents and the evidence submitted and arguments made at the interim hearing held on the DIP Motion (the "**Interim Hearing**"); and due and sufficient notice of the Interim Hearing having been given in accordance with Bankruptcy Rules 2002, 4001(b), (c) and (d) and

all applicable Bankruptcy Local Rules; and the Interim Hearing having been held and concluded; and all objections, if any, to the interim relief requested in the DIP Motion having been withdrawn, resolved or overruled by the Court; and it appearing that approval of the interim relief requested in the DIP Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates pending the Final Hearing, otherwise is fair and reasonable and in the best interests of the Debtors and their estates, and is essential for the continued operation of the Debtors' businesses and the preservation of the value of the Debtors' assets; and it appearing that the Debtors' entry into the DIP Documents is a sound and prudent exercise of the Debtors' business judgment and satisfies the "entire fairness" standard to the extent applicable; and after due deliberation and consideration, and good and sufficient cause appearing therefor,

BASED UPON THE RECORD ESTABLISHED AT THE INTERIM HEARING, THE COURT MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:[4]

A. *Petition Date*. On August 17, 2026 (the "**Petition Date**"), each of the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code with the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "**Court**"). The Chapter 11 Cases are being jointly administered.

B. *Debtors in Possession*. The Debtors have continued in the management and operation of their business and properties as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

[4] The findings and conclusions set forth herein constitute the 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 that 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.

C. *Jurisdiction and Venue*. This Court has core jurisdiction over the Chapter 11 Cases, the DIP Motion and the parties and property affected hereby, including the Collateral, pursuant to 28 U.S.C. § 1334 and the *Amended Standing Order of Reference from the United States District Court for the Southern District of Texas*, dated May 24, 2012. Consideration of the DIP Motion constitutes a core proceeding pursuant to 28 U.S.C. § 157(b)(2). The Court may enter a final order approving the relief sought in the DIP Motion consistent with Article III of the United States Constitution. Venue for the Chapter 11 Cases and proceedings on the DIP Motion is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. The predicates for the relief sought herein are sections 105, 361, 362, 363(b), 363(c), 363(e), 363(m), 364(c), 364(d), 364(e), 503, 506, 507 and 552 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 6003, 6004 and 9014 and Bankruptcy Local Rules 2002-1, 4001-1(b), 4002-1(i) and 9013-1.

D. *Committee Formation*. As of the date hereof, the United States Trustee for the Southern District of Texas (the "**U.S. Trustee**") has not appointed an official committee of unsecured creditors in these Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code.

E. *Notice*. The Interim Hearing was held pursuant to Bankruptcy Rules 4001(b)(2) and (c)(2). Proper, timely, adequate and sufficient notice of the Interim Hearing and the DIP Motion has been provided in accordance with the Bankruptcy Code, the Bankruptcy Rules and the Bankruptcy Local Rules, and no other or further notice is necessary or required under the circumstances to enter this Interim Order. The interim relief granted herein is necessary to avoid immediate and irreparable harm to the Debtors and their estates pending the Final Hearing. The DIP Motion complies with the requirements of Bankruptcy Local Rule 4001-1(b).

F. *Cash Collateral*. As used herein, the term "**Cash Collateral**" shall mean all of the Debtors' cash, wherever located and held, including cash in deposit accounts, that constitutes

or will constitute "cash collateral" of any of the Prepetition Secured Parties and DIP Secured Parties within the meaning of section 363(a) of the Bankruptcy Code.

G. *Debtors' Stipulations*. Subject only to the provisions and limitations contained in paragraph 21 hereof (including the Challenge Period, as defined therein), and after consultation with their attorneys and financial advisors, and in exchange for and as a material inducement to the Prepetition Secured Parties to consent to access the Cash Collateral and subordination of the Prepetition Liens (as defined below) to the Carve-Out and DIP Liens, the Debtors admit, stipulate and agree that:

(i) 2029 Notes.

A. *2029 Notes Indenture*. Pursuant to that certain Indenture for the 7.450% Senior Secured Notes due 2029 (the "**2029 Notes**"), dated as of December 2, 2019 (the "**2029 Notes Indenture**" and, collectively with the Intercreditor Agreement, the Security Documents (as defined in the Intercreditor Agreement) and any other agreements and documents executed or delivered in connection therewith, each as may be amended, restated, amended and restated, supplemented, waived or otherwise modified prior to the Petition Date, the "**2029 Notes Documents**"), by and among (a) Braskem Idesa, S.A.P.I., as issuer (in such capacity, the "**2029 Notes Issuer**") and (b) Deutsche Bank Trust Company Americas, as trustee, registrar, paying agent and transfer agent (in such capacities together with any successor thereto, the "**2029 Notes Trustee**") for the benefit of the holders of the 2029 Notes (collectively, the "**2029 Noteholders**," together with the 2029 Notes Trustee and other Secured Parties (as defined in the Intercreditor Agreement) with respect to the 2029 Notes, in each case in such capacities, the "**2029 Notes Secured Parties**"), the 2029 Notes Issuer issued the 2029 Notes and Braskem Idesa Servicios, S.A. de C.V. (the "**2029 Notes Guarantor**") guaranteed on a joint and several basis the

obligations of the 2029 Notes Issuer under the 2029 Notes Indenture and the other 2029 Notes Documents.

B. *2029 Notes Obligations*. The 2029 Notes Issuer and the 2029 Notes Guarantor are justly and lawfully indebted and liable to the 2029 Notes Secured Parties without defense, challenge, objection, claim, counterclaim or offset of any kind, in the aggregate principal amount of not less than $900 million of the outstanding 2029 Notes, which notes were issued by the 2029 Notes Issuer pursuant to, and in accordance with the terms of, the 2029 Notes Documents, plus any accrued and unpaid interest thereon and on any overdue interest, and any premiums, reimbursement obligations (contingent or otherwise), fees, costs, expenses, disbursements (including any attorneys', accountants', appraisers' and financial advisors' fees and related expenses and disbursements), costs, charges and indemnities and any other amounts, liabilities or obligations of whatever nature, whenever arising or accruing (whether before or after the Petition Date), that may be due, owing, chargeable or reimbursable in connection therewith, in each case, as and to the extent provided in the 2029 Notes Documents, including all Obligations (as defined in the 2029 Notes Indenture) (collectively, the "**2029 Notes Obligations**"), which 2029 Notes Obligations have been guaranteed on a joint and several basis by the 2029 Notes Guarantor.

C. *2029 Notes Liens*. As set forth more fully in the 2029 Notes Documents, as of the Petition Date, pursuant to and in connection with the 2029 Notes Documents, to secure the 2029 Notes Obligations, the 2029 Notes Issuer, 2029 Notes Guarantor, and certain other grantors party to the Security Documents granted to the 2029 Notes Trustee, for the benefit of itself and the other 2029 Notes Secured Parties, valid, binding, non-avoidable, properly perfected and enforceable continuing liens on and security interests (collectively, the "**2029 Notes Liens**") in the "Collateral" as defined in the Intercreditor Agreement (the "**2029 Notes Collateral**").

(ii) 2032 Notes.

D. *2032 Notes Indenture*. Pursuant to that certain Indenture for the 6.990% Senior Secured Notes due 2032 (the "**2032 Notes**" and together with the 2029 Notes, the "**Prepetition Notes**"), dated as of October 20, 2021 (the "**2032 Notes Indenture**," together with the 2029 Notes Indenture, the "**Prepetition Notes Indentures**," and the 2032 Notes Indenture collectively with the Intercreditor Agreement, the Security Documents and any other agreements and documents executed or delivered in connection therewith, each as may be amended, restated, amended and restated, supplemented, waived or otherwise modified prior to the Petition Date, the "**2032 Notes Documents**"), by and among (a) Braskem Idesa, S.A.P.I., as issuer (in such capacity, the "**2032 Notes Issuer**") and (b) The Bank of New York Mellon, as trustee, paying agent, registrar and transfer agent (in such capacity together with any successor thereto, including Wilmington Savings Fund Society, FSB, the "**2032 Notes Trustee**") for the benefit of the holders of the 2032 Notes (collectively, the "**2032 Noteholders**," together with the other Secured Parties with respect to the 2032 Notes, in each case in such capacities, the "**2032 Notes Secured Parties**" and together with the 2029 Notes Secured Parties, the "**Prepetition Notes Secured Parties**"), the 2032 Notes Issuer issued the 2032 Notes and Braskem Idesa Servicios, S.A. de C.V. (the "**2032 Notes Guarantor**") guaranteed on a joint and several basis the obligations of the 2032 Notes Issuer under the 2032 Notes Indenture and the other 2032 Notes Documents.

E. *2032 Notes Obligations*. The 2032 Notes Issuer and the 2032 Notes Guarantor are justly and lawfully indebted and liable to the 2032 Notes Secured Parties without defense, challenge, objection, claim, counterclaim or offset of any kind, in the aggregate principal amount of not less than $1.2 billion of the outstanding 2032 Notes, which notes were issued by the 2032

Notes Issuer pursuant to, and in accordance with the terms of, the 2032 Notes Documents, plus any accrued and unpaid interest thereon and on any overdue interest, and any premiums, reimbursement obligations (contingent or otherwise), fees, costs, expenses, disbursements (including any attorneys', accountants', appraisers' and financial advisors' fees and related expenses and disbursements), costs, charges and indemnities and any other amounts, liabilities or obligations of whatever nature, whenever arising or accruing (whether before or after the Petition Date), that may be due, owing, chargeable or reimbursable in connection therewith, in each case, as and to the extent provided in the 2032 Notes Documents, including all Obligations (as defined in the 2032 Notes Indenture) (collectively, the "**2032 Notes Obligations**" and together with the 2029 Notes Obligations, the "**Prepetition Notes Obligations**"), which 2032 Notes Obligations have been guaranteed on a joint and several basis by the 2032 Notes Guarantor.

F. *2032 Notes Liens*. As set forth more fully in the 2032 Notes Documents, as of the Petition Date, pursuant to and in connection with the 2032 Notes Documents, to secure the 2032 Notes Obligations, the 2032 Notes Issuer, 2032 Notes Guarantor, and certain other grantors party to the Security Documents granted to the 2032 Notes Trustee, for the benefit of itself and the other 2032 Notes Secured Parties, valid, binding, non-avoidable, properly perfected and enforceable continuing liens on and security interests (collectively, the "**2032 Notes Liens**") in the "Collateral" as defined in the Intercreditor Agreement (the "**2032 Notes Collateral**").

(iii) Prepetition Term Loans.

G. *Prepetition Term Loan Credit Agreement*. Pursuant to that certain Amended and Restated Credit Agreement, dated as of October 22, 2025 (the "**Prepetition Term Loan Credit Agreement**" and, collectively with the other Loan Documents (as defined in the Prepetition Term Loan Credit Agreement) and any other agreements and documents executed or delivered in

connection therewith, each as may be amended, restated, amended and restated, supplemented, waived or otherwise modified prior to the Petition Date, the "**Prepetition Term Loan Documents**," and the loans and commitments issued pursuant thereto, the "**Prepetition Term Loans**"), by and among (a) Braskem Idesa, S.A.P.I., as borrower (in such capacity, the "**Prepetition Term Loan Borrower**"), (b) Braskem Idesa Servicios, S.A. de C.V., as initial guarantor (the "**Prepetition Term Loan Guarantor**," and together with the Prepetition Term Loan Borrower, the "**Prepetition Term Loan Parties**"), (c) Banco Inbursa, S.A., Institución de Banca Múltiple, Grupo Financiero Inbursa, as administrative agent (in such capacity, the "**Prepetition Term Loan Administrative Agent**," and together with the Collateral Agent (as defined in the Prepetition Term Loan Credit Agreement), the "**Prepetition Term Loan Agent**"[5]) and (d) Banco Inbursa, S.A., Institución de Banca Múltiple, Grupo Financiero Inbursa, as lender (solely in its capacity as such, collectively with other lenders from time to time party thereto, if any, the "**Prepetition Term Loan Lenders**," and together with the Prepetition Term Loan Agent, in each case in their respective capacities, the "**Prepetition Term Loan Secured Parties**"), the Prepetition Term Loan Lenders have extended the Prepetition Term Loans to and for the benefit of the Prepetition Term Loan Parties, and the Prepetition Term Loan Guarantor guaranteed the Prepetition Term Loans.

H. *Prepetition Term Loan Obligations.* The Prepetition Term Loan Parties are justly and lawfully indebted and liable (including pursuant to guarantee obligations) to the Prepetition Term Loan Secured Parties without defense, challenge, objection, claim, counterclaim or offset of any kind, in the aggregate principal amount of not less than $129 million plus any accrued and

[5] The 2029 Notes Trustee, 2032 Notes Trustee, Prepetition Term Loan Agent, Intercreditor Administrative Agent, the Collateral Agent, the Non-Possessory Collateral Agent, the Share Pledge Collateral Agent, and the Security Trust Collateral Agent (each as defined herein), are collectively referred to as the "**Prepetition Agents and Trustees**."

unpaid interest thereon and on any overdue interest, and any premiums, reimbursement obligations (contingent or otherwise), fees, costs, expenses, disbursements (including any attorneys', accountants', appraisers' and financial advisors' fees and related expenses and disbursements), costs, charges and indemnities and any other amounts, liabilities or obligations of whatever nature, whenever arising or accruing (whether before or after the Petition Date), that may be due, owing, chargeable or reimbursable in connection therewith, in each case, as and to the extent provided in the Prepetition Term Loan Documents, including all Obligations (as defined in the Prepetition Term Loan Credit Agreement) (collectively, the "**Prepetition Term Loan Obligations**").

I. *Prepetition Term Loan Liens*. As set forth more fully in the Prepetition Term Loan Documents, as of the Petition Date, pursuant to and in connection with the Prepetition Term Loan Documents, to secure the Prepetition Term Loan Obligations, the Prepetition Term Loan Parties and certain other parties party to the Security Documents granted to the Prepetition Term Loan Agent, for the benefit of itself and the other Prepetition Term Loan Secured Parties, valid, binding, non-avoidable, properly perfected and enforceable continuing liens on and security interests (collectively, the "**Prepetition Term Loan Liens**") in the "Collateral" as defined in the Intercreditor Agreement (the "**Prepetition Term Loan Collateral**").

(iv) Prepetition Secured PE Advances.

J. *Prepetition Secured PE Agreement*. Pursuant to that certain Distribution Agreement, dated as of January 1, 2023, and as particularly amended as of August 15, 2025 and again as of March 3, 2026, (the "**Prepetition Secured PE Agreement**," the advances pursuant thereto, the "**Prepetition Secured PE Advances**," and such August 15, 2025 amendment, the "**Prepetition Secured PE Agreement Fourth Amendment**," and such March 3, 2026

amendment, the "**Prepetition Secured PE Agreement Fifth Amendment**"), by and between (a) Braskem Idesa, S.A.P.I., as obligor (in such capacity, the "**Prepetition Secured PE Obligor**") and (b) Braskem Netherlands B.V. as distributor and payor (in such capacity, the "**Prepetition Secured PE Payor**"), the Prepetition Secured PE Payor has extended the Prepetition Secured PE Advances to and for the benefit of the Prepetition Secured PE Obligor.

K. *Prepetition Secured PE Obligations.* Pursuant to the Prepetition Secured PE Agreement Fifth Amendment, the Prepetition Secured PE Obligor is justly and lawfully indebted and liable to the Prepetition Secured PE Payor without defense, challenge, objection, claim or counterclaim of any kind, in the aggregate principal amount of not less than $25 million plus any accrued and unpaid interest thereon, as and to the extent provided in the Prepetition Secured PE Agreement (collectively, the "**Prepetition Secured PE Obligations**"). With the exception of paragraph W with respect to Prepetition Secured PE Obligations under the Prepetition Secured PE Agreement Fourth Amendment and Prepetition Secured PE Agreement Fifth Amendment, notwithstanding anything in this Interim Order to the contrary, all references herein to the Prepetition Secured PE Obligations, the Prepetition Secured PE Liens and the Prepetition Secured PE Agreement shall be construed to apply solely with respect to $25 million in aggregate principal amount of prepayment obligations plus accrued and unpaid interest thereon and not to any other prepayment exposure or any liens, security interests or obligations in respect thereof, regardless of whether any such other exposure was also incurred under the Prepetition Secured PE Agreement.

L. *Prepetition Secured PE Liens*. As of the Petition Date, pursuant to and in connection with the Prepetition Secured PE Agreement, to secure the Prepetition Secured PE Obligations, the Prepetition Secured PE Obligor granted to the Prepetition Secured PE Payor,

valid, binding, non-avoidable, properly perfected and enforceable continuing liens on and security interests (collectively, the "**Prepetition Secured PE Liens**") in certain products that constitutes collateral subject to the Prepetition Secured PE Liens (the "**Prepetition Secured PE Collateral**"). The Stipulations contained in this Interim Order shall not modify the relative priorities among the Prepetition Secured PE Liens, Prepetition WC Facility Liens, Prepetition Term Loan Liens, 2032 Notes Liens and 2029 Notes Liens as to any shared collateral (if any) subject to such liens and the rights in respect thereof of the Prepetition Notes Secured Parties, the Prepetition Term Loan Secured Parties, the Prepetition Secured PE Payor and the Prepetition WC Facility Lender are all expressly reserved.

(v) Prepetition WC Facility Loans.

M. *Prepetition Working Capital Credit Agreement*. Pursuant to that certain Working Capital Credit Agreement, dated as of March 25, 2026, and as particularly amended as of May 27, 2026 and August 15, 2026 (the "**Prepetition WC Credit Agreement**" and, collectively with the other Loan Documents (as defined in the Prepetition WC Credit Agreement) and any other agreements and documents executed or delivered in connection therewith, each as may be amended, restated, amended and restated, supplemented, waived or otherwise modified prior to the Petition Date, the "**Prepetition WC Facility Documents**," and the Prepetition WC Facility Documents, collectively with the 2029 Notes Documents, 2032 Notes Documents, Prepetition Term Loan Documents, and Prepetition Secured PE Agreement, the "**Prepetition Credit Documents**," and the loans and commitments issued pursuant to the Prepetition WC Facility Documents, the "**Prepetition WC Facility Loans**"), by and among (a) Braskem Idesa, S.A.P.I., as borrower (in such capacity, the "**Prepetition WC Facility Borrower**"), (b) Braskem Idesa Servicios, S.A. de C.V., as initial guarantor (the "**Prepetition WC Facility Guarantor**,"

together with the Prepetition WC Facility Borrower, the "**Prepetition WC Facility Parties**," and the Prepetition WC Facility Parties collectively with the 2029 Notes Issuer, 2029 Notes Guarantor, 2032 Notes Issuer, 2032 Notes Guarantor, Prepetition Term Loan Parties, and Prepetition Secured PE Obligor, the "**Prepetition Credit Parties**"), and (c) Braskem Netherlands B.V. as lender (solely in its capacity as such, the "**Prepetition WC Facility Lender,**" and collectively with the 2029 Notes Secured Parties, 2032 Notes Secured Parties, Prepetition Term Loan Secured Parties, Prepetition Secured PE Payor, and the Prepetition Agents and Trustees, in each case in their respective capacities, the "**Prepetition Secured Parties**"), the Prepetition WC Facility Lender has extended the Prepetition WC Facility Loans to and for the benefit of the Prepetition WC Facility Parties, and the Prepetition WC Facility Guarantor guaranteed the Prepetition WC Facility Loans.

N. *Prepetition WC Facility Obligations.* The Prepetition WC Facility Parties are justly and lawfully indebted and liable (including pursuant to guarantee obligations) to the Prepetition WC Facility Lender without defense, challenge, objection, claim, counterclaim or offset of any kind, in the aggregate principal amount of not less than $101 million plus any accrued and unpaid interest thereon, and any default interest, premiums, reimbursement obligations (contingent or otherwise), fees, costs, expenses, disbursements (including any attorneys', accountants', appraisers' and financial advisors' fees and related expenses and disbursements), costs, charges and indemnities and any other amounts, liabilities or obligations of whatever nature, whenever arising or accruing (whether before or after the Petition Date), that may be due, owing, chargeable or reimbursable in connection therewith, in each case, as and to the extent provided in the Prepetition WC Facility Documents, including all Obligations (as defined in the Prepetition WC Credit Agreement) (collectively, the "**Prepetition WC Facility**

Obligations" and, collectively, with the 2029 Notes Obligations, 2032 Notes Obligations, Prepetition Term Loan Obligations, and Prepetition Secured PE Obligations, the "**Prepetition Secured Obligations**").

O. *Prepetition WC Facility Liens*. As set forth more fully in the Prepetition WC Facility Documents, as of April 14, 2026, pursuant to and in connection with the Prepetition WC Facility Documents, to secure the Prepetition WC Facility Obligations, the Prepetition WC Facility Borrower granted to the Prepetition WC Facility Lender, valid, binding, non-avoidable, properly perfected and enforceable continuing liens on and security interests (collectively, the "**Prepetition WC Facility Liens**" and, collectively with the 2029 Notes Liens, 2032 Notes Liens, Prepetition Term Loan Liens and the Prepetition Secured PE Liens, the "**Prepetition Liens**") in the "Collateral" as defined in the Prepetition WC Credit Agreement (the "**Prepetition WC Facility Collateral**"). The Stipulations contained in this Interim Order shall not modify the relative priorities among the Prepetition Secured PE Liens, Prepetition WC Facility Liens, Prepetition Term Loan Liens, 2032 Notes Liens, and 2029 Notes Liens as to any shared collateral (if any) subject to such liens and the rights in respect thereof of the Prepetition Notes Secured Parties, the Prepetition Term Loan Secured Parties, the Prepetition Secured PE Payor and the Prepetition WC Facility Lender are all expressly reserved.

P. *Validity, Perfection and Priority of the Prepetition Liens and Prepetition Secured Obligations.* The Debtors acknowledge and agree that, as of the Petition Date, (a) (v) the 2029 Notes Liens on the 2029 Notes Collateral were valid, binding, enforceable, non-avoidable and properly perfected and were granted to, or for the benefit of, the 2029 Notes Secured Parties for fair consideration and reasonably equivalent value, (w) the 2032 Notes Liens on the 2032 Notes Collateral were valid, binding, enforceable, non-avoidable and properly perfected and were

granted to, or for the benefit of, the 2032 Notes Secured Parties for fair consideration and reasonably equivalent value, (x) the Prepetition Term Loan Liens on the Prepetition Term Loan Collateral were valid, binding, enforceable, non-avoidable and properly perfected and were granted to, or for the benefit of, the Prepetition Term Loan Secured Parties for fair consideration and reasonably equivalent value, (y) the Prepetition Secured PE Liens on the Prepetition Secured PE Collateral were valid, binding, enforceable, non-avoidable and properly perfected and were granted to, or for the benefit of, the Prepetition Secured PE Payor for fair consideration and reasonably equivalent value, and (z) the Prepetition WC Facility Liens on the Prepetition WC Facility Collateral were valid, binding, enforceable, non-avoidable and properly perfected and were granted to, or for the benefit of, the Prepetition WC Facility Lender for fair consideration and reasonably equivalent value; (b) the 2029 Notes Liens, 2032 Notes Liens, and Prepetition Term Loan Liens are (x) *pari passu* with each other with respect to all property constituting 2029 Notes Collateral, 2032 Notes Collateral, and Prepetition Term Loan Collateral, respectively (such shared collateral property, the "**Prepetition Shared Collateral**" and together with the Prepetition Secured PE Collateral and Prepetition WC Facility Collateral, the "**Prepetition Collateral**") and (y) senior in priority over any and all other liens on the Prepetition Shared Collateral and subject only to certain liens senior by operation of law or permitted by the Prepetition Credit Documents (solely to the extent any such liens were valid, binding, enforceable, properly perfected, non-avoidable and senior in priority to the Prepetition Liens as of the Petition Date) (the "**Permitted Prepetition Shared Collateral Liens**"); (c) subject to the final sentence of Paragraph L, the Prepetition Secured PE Liens shall be senior in priority over any and all other liens on the Prepetition Secured PE Collateral and subject only to certain liens senior by operation of law or permitted by the Prepetition Credit Documents (solely to the extent

any such liens were valid, binding, enforceable, properly perfected, non-avoidable and senior in priority to the Prepetition Liens as of the Petition Date) (the "**Permitted Prepetition Secured PE Collateral Liens**," and together with the Permitted Prepetition Shared Collateral Liens, the "**Permitted Prepetition Liens**"); (d) subject to the final sentence of Paragraph O, the Prepetition WC Facility Liens on the Prepetition WC Facility Collateral are senior in priority over any and all other liens on the Prepetition WC Facility Collateral; (e) the Prepetition Secured Obligations constitute legal, valid, binding and non-avoidable obligations of the applicable Prepetition Credit Parties enforceable in accordance with the terms of the Prepetition Credit Documents (including, for the avoidance of doubt, the Intercreditor Agreement); (f) no offsets, recoupments, challenges, objections, defenses, claims or counterclaims of any kind or nature to any of the Prepetition Liens or Prepetition Secured Obligations exist, and no portion of the Prepetition Liens or Prepetition Secured Obligations is subject to any challenge or defense, including avoidance, disallowance, disgorgement, recharacterization or subordination (equitable or otherwise) pursuant to the Bankruptcy Code or applicable non-bankruptcy law; (g) the Debtors and their estates have no claims, objections, challenges, causes of action and/or choses in action, including avoidance claims under chapter 5 of the Bankruptcy Code or applicable state (or foreign) law equivalents or actions for recovery or disgorgement, against any Prepetition Secured Party or its respective affiliates, agents, attorneys, advisors, professionals, officers, directors and employees arising out of, based upon or related to the Prepetition Credit Documents; and (h) the Debtors waive, discharge and release any right to challenge any of the Prepetition Secured Obligations, the priority of the Debtors' obligations thereunder and the validity, extent and priority of the Prepetition Liens securing the Prepetition Secured Obligations.

Q. *Intercreditor Agreement*. Pursuant to that certain Second Amended and Restated Intercreditor Agreement dated as of October 20, 2021, by and among Braskem Idesa, S.A.P.I., as the borrower, Braskem Idesa Servicios, S.A. de C.V., as initial guarantor, Deutsche Bank Trust Company Americas, as the 2029 Notes Trustee, The Bank of New York Mellon, as the 2032 Notes Trustee, Deutsche Bank Trust Company Americas, as intercreditor agent (in such capacity, the "**Intercreditor Administrative Agent**") and collateral agent (in such capacity, the "**Collateral Agent**") and the other parties thereto (as amended by that certain Accession Agreement, dated as of April 29, 2025, and as further amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time in accordance with the terms thereof prior to the Petition Date, the "**Intercreditor Agreement**") and the other Prepetition Credit Documents, (a) the 2029 Notes Liens, 2032 Notes Liens and Prepetition Term Loan Liens are *pari passu* with each other with respect to all property constituting the Prepetition Shared Collateral and (b) Deutsche Bank Trust Company Americas is the Intercreditor Administrative Agent and Collateral Agent under the Intercreditor Agreement. Pursuant to the RSA and subject to the provision of adequate protection and the other terms hereof, holders of a majority of each of the 2029 Notes and 2032 Notes and 100% of the Prepetition Term Loans have consented to the terms of this Interim Order and other DIP Documents, including the deemed amendments of the Intercreditor Agreement provided herein.

R. *Mexican Security Trust.* Braskem Idesa, S.A.P.I., Braskem Netherlands B.V., Etileno XXI, S.A. de C.V., Braskem México Proyectos, S.A. de C.V., Sociedad Financiera de Objeto Múltiple, E.N.R., Grupo Idesa, S.A. de C.V., the Collateral Agent, as original primary beneficiary (in such capacity, the "**Security Trust Collateral Agent**") and Banco Multiva, S.A., Institución de Banca Múltiple, Grupo Financiero Multiva, División Fiduciaria (formerly

CIBanco, S.A., Institución de Banca Múltiple) (in such capacity, the "**Mexican Security Trustee**") are party to that certain Mexican Security Trust Agreement,[6] which establishes a security trust under the laws of Mexico, with the assets constituting the trust estate, including (a) Petrochemical Complex located in Nanchital de Lázaro Cárdenas del Río, Veracruz, Mexico (the "**Petrochemical Complex**"); (b) the (i) 225,892 Series "A" shares and 75,299 Series "B" shares representing the Braskem Idesa's capital stock and (ii) 49,999 Series "I" shares and 12,425,900 Series "II" shares of Braskem Idesa Servicios, S.A. de C.V. capital stock, (c) all rights of each subordinated loan settlor (Grupo Idesa, S.A. de C.V., Braskem Mexico Proyectos, S.A. de C.V. Sociedad Financiera de Objeto Múltiple, E.N.R., Etileno XXI, S.A. de C.V. and any other settlor under certain subordinated loan agreements), except for collection rights that are actually paid out of Restricted Payments[7] permitted under the Financing Documents[8], (d) the Put Option[9] Collection Right[10] and the proceeds obtained as a result of the exercise of the Put Option Collection Right, (e) any amounts received by the Mexican Security Trustee under any Insurance Policies[11] in which the Mexican Security Trustee is designated as the preferred beneficiary as

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6 "**Mexican Security Trust Agreement**" means that certain security and administration trust agreement, currently identified with the number F/1611, originally entered into on March 6, 2013, as amended and restated on October 20, 2021, and May 13, 2025, by and among Braskem Idesa, S.A.P.I., Braskem Netherlands, B.V., Etileno XXI, S.A. de C.V., Braskem México Proyectos, S.A. de C.V., Sociedad Financiera de Objeto Múltiple, E.N.R. and Grupo Idesa, S.A. de C.V. ("**Settlors**") in their capacities as settlors, the Mexican Security Trustee in its capacity as trustee, the Security Trust Collateral Agent, and the other parties that may become parties thereto from time to time pursuant to the terms thereof, as amended or supplemented to the date hereof.

7 "Restricted Payments" as such term is defined in Section 3.15 (a) of the 2029 Notes Indenture.

8 "Financing Documents" means (i) the 2029 Notes Indenture, (ii) the 2032 Notes Indenture, and (iii) the Prepetition Term Loan Agreement.

9 "Put Option" means the right to require Pemex Transformación Industrial (a subsidiary of the Mexican state-owned petroleum company Petróleos Mexicanos (together with its current and former subsidiaries, "**Pemex**")) to purchase the Petrochemical Complex pursuant to Section 10.3.2, 10.3.3 and 10.3.4 of the Ethane Supply Agreement entered into and between Braskem Idesa and Pemex (the "**ESA**").

10 "Put Option Collection Right" means any rights to receive any and all proceeds derived from the exercise of the Put Option under the ESA.

11 "Insurance Policies" means any property insurance policies maintained from time to time (including renewals) by Braskem Idesa in connection with the Physical Assets subject to the Non-Possessory Pledge Collateral.

required under the terms of the Financing Documents, (f) any funds that at any time are credited to or deposited in the trust accounts, arising from a payment under the Insurance Policies or from the exercise of the Put Option, (g) any other Additional Assets[12], and (h) generally, any other property acquired by the Mexican Security Trustee for the benefit of the trust; and any amounts, returns, income, or profits, or any other property that, for any reason, replaces the trust estate (the "**Trust Collateral**") constituting Prepetition Shared Collateral securing the 2029 Notes Obligations, 2032 Notes Obligations and Prepetition Term Loan Obligations. Pursuant to the RSA, the Debtors and the shareholders of the Company (as settlors) agreed to enter into that certain amendment to the Mexican Security Trust Agreement with the Security Trust Collateral Agent and the Mexican Security Trustee (the "**Mexican Security Trust Amendment**") for the purpose of introducing the DIP Collateral Agent as first priority beneficiary as collateral agent for the benefit of the DIP Lenders and giving effect to the priorities established by, and certain other terms and conditions of, this Interim Order, which Mexican Security Trust Amendment shall become effective upon the entry of this Interim Order and the execution thereof by the Security Trust Collateral Agent and Mexican Security Trustee.

S. *Mexican Share Pledge.* Braskem S.A., Etileno XXI, S.A. de C.V., as pledgors, the Collateral Agent, as pledgee (in such capacity, the "**Share Pledge Collateral Agent**"), Braskem Idesa, S.A.P.I. and Braskem Idesa Servicios, S.A. de C.V. are party to that certain Share Pledge Agreement (as defined in the Intercreditor Agreement), which establishes a pledge of one (1) share in the capital stock of Braskem Idesa, S.A.P.I. and one (1) share in the capital stock of Braskem Idesa Servicios, S.A. de C.V. (the "**Share Pledge Collateral**") constituting Prepetition

[12] "Additional Assets" means any assets and rights that any Settlor of the Security Trust Agreement agrees to transfer to the Mexican Security Trustee from time to time for incorporation into the Trust Collateral.

Collateral securing the Prepetition Secured Obligations. Pursuant to the RSA, the Debtors and the shareholders of the Company (as pledgors) agreed to enter into that certain amendment to the Share Pledge Agreement with the Share Pledge Collateral Agent as described in the RSA (the "**Mexican Share Pledge Amendment**") for the purpose of introducing the DIP Collateral Agent as first priority pledgee as collateral agent for the benefit of the DIP Lenders and giving effect to the priorities established by, and certain other terms and conditions of, this Interim Order, which Mexican Share Pledge Amendment shall become effective upon the entry of this Interim Order and the execution thereof by the Share Pledge Collateral Agent.

T. *Mexican Non-Possessory Pledge.* Braskem Idesa, S.A.P.I., as pledgor and the Collateral Agent, as pledgee (in such capacity, the "**Non-Possessory Pledge Collateral Agent**") are party to that certain Non-Possessory Pledge Agreement (as defined in the Intercreditor Agreement), which establishes a pledge over moveable assets of Braskem Idesa, S.A.P.I. located in the Petrochemical Complex and all of the polyethylene resin inventory (the "**Non-Possessory Pledge Collateral**") constituting Prepetition Collateral securing the Prepetition Secured Obligations. Pursuant to the RSA, the Debtors and the shareholders of the Company (as pledgors) agreed to enter into that certain amendment to the Non-Possessory Pledge Agreement with the Non-Possessory Pledge Collateral Agent as described in the RSA (the "**Mexican Non-Possessory Pledge Amendment,**" and together with the Mexican Security Trust Amendment and the Mexican Share Pledge Amendment, the "**Mexican Security Document Amendments**") for the purpose of introducing the DIP Collateral Agent as first priority pledgee as collateral agent for the benefit of the DIP Lenders and giving effect to the priorities established by, and certain other terms and conditions of, this Interim Order, which Mexican Non-Possessory Pledge

Amendment shall become effective upon the entry of this Interim Order and the execution thereof by the Non-Possessory Pledge Collateral Agent.

U. [*Reserved*]

V. *No Claims or Causes of Action*. No claims or causes of action held by the Debtors or their estates exist against, or with respect to, Banco Inbursa, S.A., Institución de Banca Múltiple, Grupo Financiero Inbursa, and all affiliated holders of Prepetition Notes (solely in their capacities as holders of Prepetition Notes, or as a Prepetition Term Loan Lender, collectively, "**Inbursa**"), the Prepetition Notes Secured Parties, their affiliates or any of their respective Representatives (as defined herein) (in each case, in their capacity as such) under or relating to the Prepetition Notes Secured Parties' or Inbursa's capacity as creditors under any Prepetition Credit Document as of the Petition Date. No claims or causes of action held by the Debtors or their estates exist against, or with respect to, Braskem (as defined in the RSA), any of its respective affiliates, or any of their respective Representatives (in each case, in their capacity as such) relating to Braskem's capacity as a creditor under any Prepetition Credit Document as of the Petition Date. The Debtors have waived, discharged, and released any right to challenge any of the Prepetition Secured Obligations, the priority of the Debtors' obligations thereunder and the validity, extent and priority of the Prepetition Liens.

W. *Release*. Effective as of the date of entry of this Interim Order, each of the Debtors and (subject to the Challenge Period in paragraph 21) the Debtors' estates, on its own behalf and on behalf of its and their respective past, present and future predecessors, successors, heirs, subsidiaries and assigns, hereby absolutely, unconditionally and irrevocably releases and forever discharges and acquits each Prepetition Secured Party, each DIP Lender, Inbursa, and each of their respective affiliates and Representatives, in each case solely in their capacity as

creditors or Prepetition Agents and Trustees, as applicable, with respect to the Prepetition Secured Obligations (including with respect to this paragraph W, obligations under the Prepetition Secured PE Agreement Fourth Amendment and Prepetition Secured PE Agreement Fifth Amendment) set forth herein and, without limiting the generality of the foregoing, not extending to Braskem in any capacity other than as a DIP Lender and a Prepetition Secured Party under the Prepetition Secured PE Agreement and the Prepetition WC Facility Documents (collectively, the "**Released Parties**") from any and all obligations and liabilities to the Debtors (and their successors and assigns) and from any and all claims, counterclaims, demands, defenses, offsets, debts, accounts, contracts, liabilities, actions and causes of action of any kind, nature or description, whether matured or unmatured, known or unknown, asserted or unasserted, foreseen or unforeseen, accrued or unaccrued, suspected or unsuspected, liquidated or unliquidated, pending or threatened, arising in law or equity, upon contract or tort or under any state or federal law or otherwise, in each case arising out of or related to (as applicable) any Prepetition Credit Documents, the DIP Documents, the negotiation and restructuring thereof or of the transactions and agreements reflected thereby, or the financial or other obligations owing or made thereunder (including any Prepetition Secured Obligations or DIP Obligations), in each case that the Debtors at any time had, now have or may have, or that their predecessors, successors or assigns at any time had or hereafter can or may have against any of the Released Parties for or by reason of any act, omission, matter, cause or thing whatsoever arising at any time on or prior to the Petition Date. For the avoidance of doubt, nothing in this release shall relieve any of the Prepetition Secured Parties (as applicable), the DIP Lenders, the Debtors, or any other Parties (as defined in the RSA) to that certain Restructuring Support Agreement, dated

as of August 17, 2026 (the "**RSA**"), of their respective obligations thereunder or under the Definitive Documents (as defined in the RSA), including the DIP Documents.

X. *Findings Regarding the DIP Financing and Use of Cash Collateral.*

(i) Good and sufficient cause has been shown for the entry of this Interim Order and for authorization of the DIP Credit Parties to obtain financing and use of Cash Collateral pursuant to this Interim Order and the other DIP Documents and to authorize the provision of adequate protection as a proper exercise of the Debtors' business judgment and to avoid immediate and irreparable loss or damage to the Debtors and the estates, which process and provision satisfies the "entire fairness" standard to the extent applicable.

(ii) The Debtors have an immediate and critical need to obtain the DIP Financing (including the Rolled-Up Loans) and to use the Prepetition Collateral (including Cash Collateral) in order to, among other things, cover the administrative costs of these Chapter 11 Cases, and to pursue the value-maximizing restructuring transactions contemplated under the RSA. Access to the proceeds of the DIP Facility and Cash Collateral are essential to the Debtors' orderly operation of their business, maintaining business relationships with their trade partners, paying wages and benefits, and satisfying other essential working capital needs, all of which are required to preserve and maintain the value of the Debtors' estates for the benefit of all parties in interest. Without such access, the Debtors will be unable to maintain their business during these Chapter 11 Cases and will suffer immediate and irreparable harm to the detriment of all creditors and other parties in interest, including the Prepetition Secured Parties.

(iii) The Debtors are unable to obtain financing on more favorable terms from sources other than the DIP Lenders under the DIP Documents and are unable to obtain adequate unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code as an administrative

expense. The Debtors are also unable to obtain secured credit allowable under section 364(c)(1), 364(c)(2) or 364(c)(3) of the Bankruptcy Code without granting to the DIP Collateral Agent, for the benefit of the DIP Lenders the DIP Liens and the DIP Superpriority Claims and incurring the Adequate Protection Obligations (as defined herein), in each case subject and subordinate to the Carve-Out, under the terms and conditions set forth in this Interim Order and in the other DIP Documents.

(iv) The Debtors continue to collect cash, rents, income, offspring, products, proceeds and profits generated from the Prepetition Collateral and acquire equipment, inventory and other personal property, all of which constitute Prepetition Collateral under the Prepetition Credit Documents that are subject to the Prepetition Secured Parties' security interests as set forth in the Prepetition Credit Documents, as applicable.

(v) The Debtors desire to use in their business operations the portion of the cash, rents, income, offspring, products, proceeds and profits described in the preceding paragraph that constitute Cash Collateral of the Prepetition Secured Parties (as applicable) under section 363(a) of the Bankruptcy Code. Certain prepetition rents, income, offspring, products, proceeds and profits, in existence as of the Petition Date or hereafter created or arising, including balances of funds in the Debtors' prepetition and postpetition operating bank accounts, also constitute Cash Collateral.

(vi) The Prepetition Agents and Trustees (for the benefit of the Prepetition Secured Parties) are entitled to the Adequate Protection (as defined herein) provided in this Interim Order as and to the extent set forth herein pursuant to sections 361, 362, 363 and 364 of the Bankruptcy Code. Based on the DIP Motion, the DIP Declarations, and the record presented to the Court at the Interim Hearing, the terms of the DIP Financing (including the Rolled-Up

Loans), the terms of the adequate protection granted to the Prepetition Agents and Trustees for the benefit of the Prepetition Secured Parties as provided in paragraph 16 of this Interim Order (the "**Adequate Protection**"), and the terms on which the Debtors may continue to use the Prepetition Collateral (including Cash Collateral) pursuant to this Interim Order and the other DIP Documents are fair and reasonable, reflect the DIP Credit Parties' exercise of prudent business judgment consistent with their fiduciary duties, satisfy the "entire fairness" standard to the extent applicable, constitute reasonably equivalent value and fair consideration, and, to the extent their consent is required, the requisite Prepetition Secured Parties have consented or are deemed hereby to have consented to (a) the use of the Prepetition Collateral (including Cash Collateral) on the terms set forth in this Interim Order and (b) the priming of the Prepetition Liens on the Prepetition Collateral (including Cash Collateral and Trust Collateral) by the DIP Liens (including liens granted in connection with the Rolled-Up Loans) pursuant to the terms set forth in this Interim Order and the other DIP Documents; *provided* that nothing in this Interim Order or the other DIP Documents shall (x) be construed as the affirmative consent by any of the Prepetition Secured Parties for the use of Cash Collateral other than on the terms set forth in this Interim Order and in the context of the DIP Financing (including the Rolled-Up Loans) authorized by this Interim Order to the extent such consent has been or is deemed to have been given, (y) be construed as a consent by any party to the terms of any other financing or any other lien encumbering the Prepetition Collateral (whether senior or junior) other than as contemplated by the DIP Financing (including the Rolled-Up Loans) authorized by this Interim Order or (z) prejudice, limit or otherwise impair the rights of any of the Prepetition Agents and Trustees on behalf of the Prepetition Secured Parties, as applicable, to seek new, different or additional adequate protection or assert any rights of any of the Prepetition Secured Parties, and the rights

of any other party in interest, including the DIP Credit Parties, to object to such relief are hereby preserved.

(vii) This Interim Order, the DIP Financing, the Adequate Protection and the use of the Prepetition Collateral (including Cash Collateral) have been negotiated in good faith and at arm's length among the DIP Credit Parties, the DIP Secured Parties and the Prepetition Secured Parties, and all of the DIP Credit Parties' obligations and indebtedness arising under, in respect of, or in connection with, the DIP Financing and the DIP Documents, including, without limitation, all loans made to and guarantees issued by the DIP Credit Parties pursuant to the DIP Documents and any other DIP Obligations shall be deemed to have been extended by the DIP Lenders and their respective affiliates in good faith, as that term is used in section 364(e) of the Bankruptcy Code and in express reliance upon the protections offered by section 364(e) of the Bankruptcy Code, and the DIP Secured Parties (and the successors and assigns thereof) shall be entitled to the full protection of section 364(e) of the Bankruptcy Code in the event that this Interim Order or any provision hereof is vacated, reversed or modified, on appeal or otherwise.

(viii) Each of the DIP Secured Parties and the Prepetition Secured Parties has acted in good faith regarding the DIP Financing (including the Rolled-Up Loans) and the Debtors' continued use of the Prepetition Collateral (including Cash Collateral) to fund the administration of the Debtors' estates and continued operation of their businesses (including the incurrence and payment of and performance under the Adequate Protection Obligations and the granting of the Adequate Protection Liens (as defined herein)), in accordance with the terms hereof, and the Prepetition Secured Parties (and the successors and assigns thereof) shall be entitled to the full protection of sections 363(m) and 364(e) of the Bankruptcy Code in the event

that this Interim Order or any provision hereof is vacated, reversed or modified, on appeal or otherwise.

(ix) The exchange and conversion of certain Eligible Prepetition Secured Claims[13] into the Rolled-Up Loans on a dollar-for-dollar, cashless basis in accordance with the terms and conditions set forth in the DIP Facility Agreement and the other DIP Documents reflect the Debtors' exercise of prudent business judgment and satisfies the "entire fairness" standard to the extent applicable, consistent with their fiduciary duties. The Rolled-Up Loans are necessary for the Debtors to obtain the essential and valuable credit that is only available to the Debtors pursuant to the DIP Facility. Indeed, the DIP Lenders would not be willing to provide the DIP Facility or extend credit to the Debtors thereunder without the roll-up of certain Prepetition Secured PE Obligations or the Prepetition WC Facility Obligations. The Rolled-Up Loans will benefit the Debtors and their estates because they will enable the Debtors to obtain urgently needed financing critical to administering the Chapter 11 Cases and funding their operations, which financing would not otherwise be available. The Rolled-Up Loans, and the roll-up of the Eligible Prepetition Secured Claims contemplated by this Interim Order and the DIP Facility Agreement, are being provided as compensation for, and in consideration of, each DIP Lender's commitment to fund the New Money Loans, and not as payment under, adequate protection for, or otherwise on account of, the Prepetition Secured PE Obligations or the Prepetition WC Facility Obligations.

[13] "**Eligible Prepetition Secured Claims**" shall mean, with respect to any DIP Lender, the aggregate outstanding principal amount of, together with accrued and unpaid interest on, the secured claims held by such DIP Lender, directly or indirectly, or by any Affiliate, designee or beneficial holder thereof, as of the Petition Date under the Prepetition Financing Documents, in each case in the amount set forth opposite the name of such DIP Lender on Schedule I of the DIP Facility Agreement.

(x) The Debtors have prepared and delivered to the advisors to the DIP Lenders, the Inbursa Advisors and the Ad Hoc Group Advisors (as defined in the RSA), an initial budget (the "**Initial DIP Budget**"), attached hereto as Schedule 1. The Initial DIP Budget reflects, among other things, the Debtors' projected operating receipts, operating disbursements, non-operating disbursements and bankruptcy expenses, net operating cash flow and liquidity for each calendar week covered thereby, including the anticipated uses of the New Money Loans, in form and substance acceptable to the Required DIP Lenders (as defined in the DIP Facility Agreement) and the Requisite Prepetition Secured Creditors[14] (it being understood that the Initial DIP Budget attached to this Interim DIP Order is acceptable to the Requisite Prepetition Secured Creditors). The Initial DIP Budget may be modified, amended, extended and updated from time to time in accordance with the DIP Facility Agreement, and such modified, amended, extended and/or updated budget, once approved by the Required DIP Lenders and reasonably consented to by the Requisite Prepetition Secured Creditors in accordance with the DIP Facility Agreement, shall modify, replace, supplement or supersede, as applicable, the Initial DIP Budget for the periods covered thereby (the Initial DIP Budget and each subsequent approved budget shall constitute, without duplication, an "**Approved Budget**"). The Initial DIP Budget has been thoroughly reviewed by the Debtors, their management and their advisors, and the Debtors believe that the Initial DIP Budget is reasonable under the circumstances. The DIP Lenders are

[14] "**Requisite Prepetition Secured Creditors**" shall consist of the Required Voting Parties (as defined in the Intercreditor Agreement) provided that (a) Inbursa's consent shall be required, so long as Inbursa holds or beneficially owns no less than 15% of all Prepetition Secured Obligations and (b) the consent of the holders or beneficial owners of a majority of all Prepetition Secured Obligations held or beneficially owned by the Ad Hoc Group shall be required, so long as members of the Ad Hoc Group hold or beneficially own, in aggregate, no less than 15% of all Prepetition Secured Obligations; *provided*, *further* that so long as the consent of Inbursa and the requisite Ad Hoc Group creditors is obtained in accordance with clauses (a) and (b) and Inbursa and the Ad Hoc Group creditors, on a combined basis, hold or beneficially own a majority, in aggregate, of the 2029 Notes Obligations, 2032 Notes Obligations and Prepetition Term Loan Obligations as of such time, then the requisite consent required for Requisite Prepetition Secured Creditors shall be presumed to be satisfied.

relying, in part, upon the DIP Credit Parties' agreement to comply with the Approved Budget (subject only to permitted variances (as described in detail in Sections 9.4(b)(vii) and 10.16 of the DIP Facility Agreement, the "**Permitted Variances**")), this Interim Order and the other DIP Documents in determining to enter into the postpetition financing arrangements provided for in this Interim Order and the other DIP Documents.

(xi) The Debtors have agreed, that as a condition to obtaining financing under the DIP Facility and the use of Cash Collateral and as a material inducement to the DIP Lenders' agreement to provide the DIP Facility and the Prepetition Secured Parties' consent to the use of Cash Collateral, each of the Prepetition Secured Parties shall be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code, and the "equities of the case" exception under section 552(b) of the Bankruptcy Code shall not apply to the Prepetition Secured Parties with respect to proceeds, products, offspring or profits with respect to any of the Prepetition Collateral; *provided* that the foregoing shall be without prejudice to the terms of the Final Order with respect to the period from and after the entry of the Final Order.

Y. *Immediate Entry*. Sufficient cause exists for immediate entry of this Interim Order pursuant to Bankruptcy Rules 4001(b)(2), 4001(c)(2) and 6003 and Bankruptcy Local Rule 4001-1(b). Absent granting the relief set forth in this Interim Order, the Debtors' estates will be immediately and irreparably harmed. Consummation of the DIP Financing (including the Rolled-Up Loans) and the permitted use of Prepetition Collateral (including Cash Collateral), in accordance with this Interim Order and the other DIP Documents, are therefore in the best interests of the Debtors' estates and consistent with the Debtors' exercise of their fiduciary duties. The DIP Motion and this Interim Order comply with the requirements of Bankruptcy Local Rule 4001-1(b).

Z. *Permitted Prepetition Liens; Continuation of Prepetition Liens*. Nothing herein shall constitute a finding or ruling by this Court that any alleged Permitted Prepetition Lien is valid, senior, enforceable, prior, perfected or non-avoidable. Moreover, nothing herein shall prejudice the rights of any party-in-interest, including, but not limited to, the DIP Credit Parties, the DIP Secured Parties or the Prepetition Secured Parties, to challenge the validity, priority, enforceability, seniority, avoidability, perfection or extent of any alleged Permitted Prepetition Lien. The right of a seller of goods to reclaim goods under section 546(c) of the Bankruptcy Code is not a Permitted Prepetition Lien, as used herein, and is expressly subject to the DIP Liens and the Prepetition Liens. The Prepetition Liens and the DIP Liens are continuing liens and the Prepetition Collateral and the DIP Collateral, as applicable, are and will continue to be encumbered by such liens.

Based upon the foregoing findings and conclusions, the DIP Motion and the record before the Court with respect to the DIP Motion, and after due consideration and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. *Motion Granted*. The interim relief sought in the DIP Motion is granted, the DIP Financing (including the Rolled-Up Loans) is authorized and approved, and the use of Cash Collateral is authorized, in each case on an interim basis and as set forth herein and subject to the terms and conditions set forth in this Interim Order and the other DIP Documents. All objections and reservations of rights with respect to entry of this Interim Order to the extent not withdrawn, waived, settled or resolved are hereby denied and overruled on the merits. This Interim Order shall become effective immediately upon its entry.

2. *Authorization of the DIP Financing and the DIP Documents*.

(a) The DIP Credit Parties are hereby authorized to execute, deliver, enter into and, as applicable, perform all of their obligations under the DIP Documents and such other and further acts as may be necessary, appropriate or desirable in connection therewith. The DIP Borrower is hereby authorized to borrow money pursuant to and as set forth in the DIP Facility Agreement in an aggregate outstanding principal amount equal to the Interim Amount, including an amount equal to the aggregate amount of the Interim Rolled-Up Loans, and the DIP Guarantors are hereby authorized to provide a guaranty of payment in respect of the DIP Obligations, subject to any limitations on borrowing in this Interim Order and the other DIP Documents, which borrowings shall be used for all purposes permitted under this Interim Order and the other DIP Documents (and be subject to and be in accordance with the Approved Budget (subject to the Permitted Variances)).

(b) In furtherance of the foregoing and without further approval of this Court, each DIP Credit Party is authorized and directed to perform all acts, to make, execute, and deliver all instruments, certificates, agreements, charges, deeds and documents (including, without limitation, the execution or recordation of pledge and security agreements, guarantees, mortgages, financing statements and other similar documents), and to pay all premiums, fees, expenses, costs, charges, reimbursement obligations (contingent or otherwise), disbursements, and indemnities in connection with or that may be reasonably required, necessary or desirable for the DIP Credit Parties' performance of their obligations under or related to the DIP Financing, including, without limitation:

(i) the execution and delivery of, and performance under, each of the DIP Documents and one or more amendments, waivers, consents or other modifications to and

under the DIP Documents, in each case, in such form as the DIP Credit Parties, the DIP Lenders (acting in accordance with the terms of the DIP Facility Agreement) and the Requisite Prepetition Secured Creditors may agree; *provided* that if the Requisite Prepetition Secured Creditors do not consent to such amendment, the Debtors may still petition the Court for approval thereof, and nothing in this Interim Order shall prejudice the ability of the Debtors to seek such approval on an emergency basis; it being understood that so long as the consent of the Requisite Prepetition Secured Creditors has been provided, no further approval of this Court shall be required for any authorizations, waivers, consents or other amendments or modifications to and under the DIP Documents (or any fees or other expenses, including attorneys', accountants', appraisers' and financial advisors' fees, amounts, charges, costs, indemnities and other like obligations, paid in connection therewith) that do not shorten the maturity of the extensions of credit thereunder, increase the aggregate commitments or increase the rate of interest payable or fees that are payable calculated on commitments thereunder (it being further understood that updates, modifications and supplements to the Approved Budget shall not require any further approval of this Court except as otherwise set forth in this Interim Order);

(ii) the non-refundable payment to the DIP Lenders and any other applicable party, in their capacity as such, as the case may be, of all fees, premiums and rights received as consideration under, or in connection with, the DIP Facility, including, without limitation, the commitment fee (as set forth in section 4.3 of the DIP Facility Agreement) and professional fees or other rights under the DIP Facility Agreement and the other DIP Documents (the payment of which fees shall be irrevocable, and shall be, and shall be deemed to have been, approved upon entry of this Interim Order, whether any such fees or premiums arose before, on or after the Petition Date, and whether or not the transactions contemplated hereby are

consummated, and, upon payment thereof, shall not be subject to any contest, attack, rejection, recoupment, reduction, defense, counterclaim, offset, subordination, recharacterization, avoidance, disallowance, impairment or other claim, cause of action or other challenge of any nature under the Bankruptcy Code, applicable non-bankruptcy law or otherwise by any person or Entity (as defined in the Bankruptcy Code)) and any amounts due (or that may become due) in respect of any indemnification and expense reimbursement obligations, in each case as provided for in the DIP Documents or in any separate letter agreements with the Debtors and the costs and expenses as may be due from time to time, including, without limitation, the reasonable and documented fees and expenses (collectively, the "**DIP Fees and Expenses**") of the counsel and advisors to the DIP Secured Parties (including Jones Day, Sinchro Partners Assessoria Empresarial Ltda. and other advisors as may be required by the DIP Lenders and permitted under the DIP Documents (collectively, the "**DIP Lender Advisors**")), without the need to file retention motions or fee applications, in accordance with paragraph 20 below; and

(iii) the performance of all other acts required under or in connection with this Interim Order and the other DIP Documents, including the granting of the DIP Liens and the DIP Superpriority Claims and perfection of the DIP Liens as permitted herein and therein, and to perform such other and further acts as may be necessary, desirable or appropriate in connection therewith, in each case in accordance with the terms of the DIP Documents.

3. *DIP Obligations*. Upon execution and delivery of the DIP Documents, the DIP Documents shall constitute legal, valid, binding and non-avoidable obligations of the DIP Credit Parties, enforceable against each DIP Credit Party and their estates in accordance with the terms of this Interim Order and the other DIP Documents, and any successors thereto, including any trustee appointed in the Chapter 11 Cases, or in any case under chapter 7 of the

Bankruptcy Code upon the conversion of any of the Chapter 11 Cases, or in any other proceedings superseding or related to any of the foregoing (collectively, the "**Successor Cases**"). Upon execution and delivery of the DIP Documents, the DIP Obligations shall include all loans and any other indebtedness or obligations, contingent or absolute, which may now or from time to time be owing by any of the DIP Credit Parties to any of the DIP Secured Parties, in such capacities, in each case, under, or secured by, the DIP Documents (including this Interim Order), including all principal, interest, costs, fees, expenses (including, without limitation, the DIP Fees and Expenses), premiums, indemnities and other amounts under the DIP Documents (including this Interim Order). The DIP Credit Parties shall be jointly and severally liable for the DIP Obligations. Except as permitted hereby, no obligation, payment, transfer or grant of security hereunder or under the other DIP Documents to the DIP Secured Parties (including their Representatives) shall be stayed, restrained, voidable, avoidable or recoverable, under the Bankruptcy Code or under any applicable law (including, without limitation, under any of sections 502(d), 544 and 547 to 550 of the Bankruptcy Code or under any applicable state Uniform Voidable Transactions Act, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act or similar statute or common law (in each case, foreign or domestic)), or subject to any defense, avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether equitable, contractual or otherwise), disallowance, impairment, claim, counterclaim, cross-claim or any other challenge under the Bankruptcy Code or any applicable law or regulation by any person or Entity.

4. *Eligible Prepetition Secured Claims Roll-Up.*

(a) Subject to the terms and conditions set forth in the DIP Facility Agreement and the other DIP Documents, the Debtors shall be authorized to consummate the Roll-Up with

respect to the Interim Rolled-Up Loans and without any further action by the DIP Credit Parties or any other party, the DIP Credit Parties shall be deemed, automatically and without any further action, to convert into and exchange the Eligible Prepetition Secured Claims on a cashless, dollar-for-dollar basis for the Rolled-Up Loans. The aggregate principal amount of all Rolled-Up Loans shall not exceed the amount of the Eligible Prepetition Secured Claims in accordance with the DIP Facility Agreement, of which (i) approximately $103.91 million shall be deemed made immediately upon the funding of the Interim New Money Loans and (ii) subject to entry of the Final Order, approximately $25.98 million shall be deemed made immediately upon the funding of the Final New Money Loans. The Rolled-Up Loans shall be in addition to, and shall not reduce or be counted against, the DIP Commitments or the New Money Loans, and no cash proceeds shall be advanced to, or received by, the Debtors in respect of the Rolled-Up Loans, which shall be deemed made solely in exchange for Eligible Prepetition Secured Claims on a cashless basis. Only Eligible Prepetition Secured Claims held by any DIP Lender, directly or indirectly, or by any Affiliate, designee or beneficial holder of such DIP Lender, shall be eligible to be exchanged for or converted into Rolled-Up Loans, and no holder of any other Prepetition Indebtedness (as defined in the DIP Facility Agreement) or other prepetition claim against any DIP Credit Party shall be entitled to have any claim rolled up, exchanged for or converted into a Rolled-Up Loan or to receive any other treatment under this paragraph 4(a). Upon the deemed exchange of the Eligible Prepetition Secured Claims into the Rolled-Up Loans, the Eligible Prepetition Secured Claims so converted shall be deemed irrevocably cancelled, extinguished and waived and no longer outstanding under the Prepetition Secured PE Agreement and the Prepetition WC Credit Agreement, as applicable, and shall thereafter constitute DIP Obligations hereunder and under the DIP Facility Agreement.

(b) The conversion into and exchange of Eligible Prepetition Secured Claims for Rolled-Up Loans under paragraph 4(a) shall be authorized as compensation for, in consideration for, as a necessary inducement for, and on account of (w) each DIP Lender's commitment to fund the New Money Loans, (x) the agreement of the Prepetition WC Facility Lender and the Prepetition Secured PE Payor to enter into the RSA, the Restructuring Transactions (as defined in the RSA), and the use of the Prepetition WC Facility Collateral (including, for the avoidance of doubt, Cash Collateral (if any)) and Prepetition Secured PE Collateral, (y) the agreement of such Prepetition WC Facility Lender to the priming of the Prepetition WC Facility Liens, and (z) the agreement of such Prepetition Secured PE Payor to the priming of the Prepetition Secured PE Liens, and not as payment under, adequate protection for, or otherwise on account of the Prepetition Secured PE Obligations or the Prepetition WC Facility Obligations. Notwithstanding anything to the contrary herein or in the DIP Documents, the claims and liens in respect of the Rolled-Up Loans shall be entitled to the benefit of the DIP Superpriority Claims and the DIP Priming Liens (each as defined below) on a *pari passu* basis with the New Money Loans. No commitment fee or other fee payable pursuant to this Interim Order or the DIP Facility Agreement shall accrue or be payable in respect of the Rolled-Up Loans; *provided* that interest shall accrue on the Rolled-Up Loans consistent with section 2.4(d) and 4.1 of the DIP Facility Agreement.

(c) The Debtors, the DIP Lenders, the DIP Collateral Agent, the Prepetition WC Facility Lender and the Prepetition Secured PE Payor are hereby authorized and directed to take any actions as may be necessary or advisable to effectuate the issuance of the Rolled-Up Loans.

5. [*Reserved*]

6. [*Reserved*]

7. *Carve-Out*.

(a) As used in this Interim Order, the term "**Carve-Out**" means the sum of: (i) all fees required to be paid to the Clerk of the Court and to the U.S. Trustee under section 1930(a) of title 28 of the United States Code plus interest at the statutory rate, if any, pursuant to 31 U.S.C. § 3717 (without regard to the notice set forth in (iii) below); (ii) all reasonable and documented fees and expenses up to $100,000.00 incurred by a trustee under section 726(b) of the Bankruptcy Code (without regard to the notice set forth in clause (iii) hereof); (iii) subject, in each case, to application of any retainers that may be held and to the extent allowed at any time, whether by interim order, procedural order, final order or otherwise, and including any restructuring fee, sale fee, financing fee, completion fee or other success fee not yet due under the applicable Estate Professional's engagement letter, and including (for the avoidance of doubt) any and all unpaid fees and expenses described in each Estate Professional's Final Statement (as defined herein), all unpaid fees and expenses of persons or firms retained by the Debtors pursuant to section 327, 328, or 363 of the Bankruptcy Code (the "**Debtor Professionals**"), or any statutory committee (if and when appointed pursuant to section 1103 of the Bankruptcy Code) (collectively, the "**Estate Professionals**" and such fees the "**Allowed Professional Fees**") incurred at any time before or on the first business day following delivery by the Required DIP Lenders of a Carve-Out Trigger Notice (as defined herein), subject to the Approved Budget, whether allowed by the Court prior to or after delivery of a Carve-Out Trigger Notice; and (iv) Allowed Professional Fees of the Estate Professionals in an aggregate amount not to exceed $8,000,000.00, in each case incurred after the first business day following delivery

by the Required DIP Lenders of a Carve-Out Trigger Notice, to the extent allowed at any time, whether by interim order, procedural order, final order or otherwise (the amount set forth in this clause (iv), the "**Post-Carve-Out Trigger Notice Cap**" and, together with the amounts set forth in clauses (i) through (iii), the "**Total Carve-Out Cap**"); *provided* that nothing herein shall be construed to impair the ability of any party to object to the fees, expenses, reimbursement or compensation described in this paragraph 7(a) on any grounds. The Carve-Out shall be subject to the applicable restrictions on the use of proceeds of the DIP Loans and Cash Collateral set forth in paragraph 22 of this Interim Order.

(b) Not later than 7:00 p.m. prevailing New York time on the third Business Day (as defined in the DIP Facility Agreement) of each week starting with the first full calendar week following the Petition Date (such third business day of each week, the "Weekly Statement Delivery Date"), each Estate Professional shall deliver to the Debtors a statement setting forth a good-faith estimate of the amount of unpaid fees and expenses (collectively, "**Estimated Fees and Expenses**") incurred during the preceding week by such Estate Professional (through Saturday of such week, the "**Calculation Date**"), along with a good-faith estimate of the cumulative total amount of unreimbursed fees and expenses incurred through the applicable Calculation Date and a statement of the amount of such fees and expenses that have been paid to date by the Debtors (each such statement, a "**Weekly Statement**"); provided that within one Business Day of the delivery of a Carve-Out Trigger Notice, each Estate Professional shall deliver one additional statement (the "**Final Statement**") to the Debtors setting forth a good-faith estimate of the amount of unpaid fees and expenses incurred during the period commencing on the calendar day after the most recent Calculation Date for which a Weekly Statement has been delivered and concluding on the date of the first Business Day following the delivery of

such Carve-Out Trigger Notice (and the Debtors shall cause such Weekly Statement and Final Statement to be delivered on the same day received to the DIP Collateral Agent). If any Estate Professional fails to deliver a Weekly Statement within three (3) calendar days after such Weekly Statement is due, such Estate Professional's entitlement (if any) to any funds in the Carve-Out Account with respect to the aggregate unpaid amount of Allowed Professional Fees for the applicable period(s) for which such Estate Professional failed to deliver a Weekly Statement covering such period shall be limited hereunder (and after giving effect to any retainer then held by such Estate Professional) to the aggregate unpaid amount of Allowed Professional Fees included in the Approved Budget for such period for such Estate Professional.

(c) The Debtors shall, on a weekly basis on or before the first Business Day after the Weekly Statement Delivery Date for each week, transfer cash proceeds of the DIP Facility or Cash Collateral into a separate account, which account shall not be subject to the control of the DIP Secured Parties or any of the Prepetition Agents and Trustees (the "**Carve-Out Account**") in an amount equal to the difference between the then-balance of the Carve-Out Account and the sum of (a) the greater of (i) the aggregate amount of all unpaid fees and expenses reflected in the Weekly Statement delivered by each Estate Professional on the immediately prior Weekly Statement Delivery Date and (ii) the aggregate amount of Allowed Professional Fees contemplated to be incurred in the Approved Budget during such prior week, plus (b) the weekly amount included for such Estate Professionals in the Approved Budget for the current week. Prior to the delivery of a Carve-Out Trigger Notice, the Carve-Out Account shall be held in trust by the Debtors in a segregated account and used solely to satisfy Allowed Professional Fees, subject to the terms herein.

(d) Immediately upon the delivery of a Carve-Out Trigger Notice, and prior to the payment of any DIP Obligations, the DIP Credit Parties shall be required to deposit into the Carve-Out Account cash (whether cash proceeds from the DIP Facility or Cash Collateral) in an amount equal to the difference between the then-balance of the Carve-Out Account and the Total Carve-Out Cap. Notwithstanding anything to the contrary herein or in the other DIP Documents, following delivery of a Carve-Out Trigger Notice, the DIP Secured Parties shall not sweep or foreclose on cash or Cash Collateral (including cash received as a result of the sale or other disposition of any assets) of the Debtors until the Carve-Out Account has been fully funded as pursuant to this paragraph 7(d). Following the delivery of a Carve-Out Trigger Notice, the amounts in the Carve-Out Account shall be available only to satisfy amounts included in the Carve-Out until such amounts are paid in full. The amount in the Carve-Out Account shall be reduced on a dollar-for-dollar basis for amounts included in the Carve-Out that are paid after the delivery of the Carve-Out Trigger Notice, and the Carve-Out Account shall not be replenished for such amounts so paid. The failure of the Carve-Out Account to satisfy in full the amount set forth in the Carve-Out shall not affect the priority of the Carve-Out. For the avoidance of doubt, (i) to the extent the Carve-Out is funded by a draw on the DIP Facility, such borrowed amounts shall constitute DIP Obligations, and (ii) the incurrence or payment of any Carve-Out shall not be restricted by the Approved Budget. In no way shall the Carve-Out, the Carve-Out Account, or any Approved Budget be construed as a cap or limitation on the amount of the Allowed Professional Fees due and payable by the Debtors or that may be allowed by the Court at any time (whether by interim order, final order, or otherwise).

(e) For purposes of the foregoing, "**Carve-Out Trigger Notice**" shall mean a written notice delivered by email by the Required DIP Lenders or (after the Discharge of DIP

Obligations (as defined below)) the Intercreditor Administrative Agent (acting at the direction of the Required Voting Parties (as defined in the Intercreditor Agreement) and for which it shall be entitled to rely conclusively upon and shall not be liable for any acts or omissions upon such direction), to the Debtors, their lead restructuring counsel, the U.S. Trustee and lead counsel to any statutory committee (if and when appointed), which notice may only be delivered following the occurrence and during the continuation of an Event of Default (as defined in the DIP Facility Agreement), stating that the Post-Carve-Out Trigger Notice Cap has been invoked.

(f) For the avoidance of doubt, to the extent that professional fees and expenses of the Estate Professionals have been incurred at any time before or on the first business day after delivery of a Carve-Out Trigger Notice but have not yet been allowed by the Court, such professional fees and expenses of the Estate Professionals shall, subject to the limitations set forth in paragraph 7(a) of this Interim Order, constitute Allowed Professional Fees benefiting from the Carve-Out upon their allowance by the Court, whether by interim or final compensation order and whether before or after delivery of the Carve-Out Trigger Notice, and the Carve-Out Account shall include such professional fees and expenses.

(g) Other than consenting to the use of cash proceeds of the DIP Facility and/or Cash Collateral to fund the Carve-Out, the DIP Secured Parties and the Prepetition Secured Parties shall not be responsible for the payment or reimbursement of any fees or expenses of any Estate Professionals incurred in connection with the Chapter 11 Cases or any Successor Case under any chapter of the Bankruptcy Code. Other than the DIP Secured Parties and the Prepetition Secured Parties consenting to the use of cash proceeds of the DIP Facility and/or Cash Collateral to fund the Carve-Out, nothing in this Interim Order or otherwise shall be construed to obligate any of the DIP Secured Parties or the Prepetition Secured Parties in any

way to pay compensation to or reimburse expenses of any Estate Professional, or to guarantee that the Debtors have sufficient funds to pay such compensation or expense reimbursement.

(h) All funds in the Carve-Out Account shall be used first to pay all obligations benefitting from the Carve-Out other than obligations benefiting from the Post-Carve-Out Trigger Notice Cap, until paid in full, and then the obligations benefitting from the Post-Carve-Out Trigger Notice Cap. If, after paying all amounts set forth in the definition of Carve-Out, the Carve-Out Account has not been reduced to zero, all remaining funds in the Carve-Out Account shall be distributed to the DIP Collateral Agent for the benefit of the DIP Lenders (or, after the DIP Obligations have been indefeasibly paid in full and the DIP Commitments have been terminated, the Intercreditor Administrative Agent for the benefit of the Prepetition Secured Parties).

8. *DIP Superpriority Claims*. Pursuant to section 364(c)(1) of the Bankruptcy Code, all of the DIP Obligations shall constitute allowed superpriority administrative expense claims of the DIP Secured Parties against the DIP Credit Parties on a joint and several basis (without the need to file any proof of claim) with priority over any and all claims against the DIP Credit Parties (other than the Carve-Out and any Pari Passu Debt (as defined below) permitted to be incurred pursuant to paragraph 9(e) of this Interim Order and Section 10.4(b)(xii) of the DIP Facility Agreement), now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code and any and all administrative expenses or other claims arising under section 105, 326, 327, 328, 330, 331, 365, 503(b), 506(c), 507(a), 507(b), 726, 1113 or 1114 of the Bankruptcy Code (including the Adequate Protection Obligations), whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy or

attachment, which allowed claims (the "**DIP Superpriority Claims**") shall, for purposes of section 1129(a)(9)(A) of the Bankruptcy Code, be considered administrative expenses allowed under sections 503(b) and 507(a)(2) of the Bankruptcy Code, and which DIP Superpriority Claims shall be payable from and have recourse to all prepetition and postpetition property of the DIP Credit Parties, the Trust Collateral and all proceeds of the foregoing (excluding claims and causes of action under section 502(d), 544, 545, 547, 548, 549, 550 or 553 of the Bankruptcy Code, or any other avoidance actions under the Bankruptcy Code (collectively, "**Avoidance Actions**"), but including any proceeds or property recovered, unencumbered or otherwise, from Avoidance Actions, whether by judgment, settlement or otherwise ("**Avoidance Proceeds**")) in accordance with this Interim Order and the other DIP Documents. The DIP Superpriority Claims shall be entitled to the full protection of section 364(e) of the Bankruptcy Code in the event that this Interim Order or any provision hereof is vacated, reversed or modified, on appeal or otherwise.

9. *DIP Liens*. As security for the DIP Obligations, subject and subordinate to the Carve-Out and any liens senior by operation of law, effective and automatically and properly perfected upon the date of this Interim Order and without the necessity of the execution, recordation or filing by the DIP Credit Parties or any of the DIP Secured Parties of mortgages, security agreements, control agreements, pledge agreements, financing statements, intellectual property filings or other similar documents, any notation of certificates of title for titled goods or other similar documents, instruments, deeds, charges or certificates, or the possession or control by the DIP Secured Parties of, or over, any property, without any further action by the DIP Secured Parties, the following valid, binding, continuing, enforceable, fully-perfected and non-avoidable security interests and liens (all security interests and liens granted to the DIP Collateral

Agent, for the benefit of the DIP Lenders, pursuant to this Interim Order and the other DIP Documents, the "**DIP Liens**") are hereby granted to the DIP Collateral Agent, for the benefit of the DIP Lenders (all property identified in clauses (a) through (d) below being collectively referred to as the "**DIP Collateral**"[15]):

(a) *Liens on Unencumbered Property*. Pursuant to section 364(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully perfected and non-avoidable first-priority senior security interest (subject and subordinate only to the Carve-Out and any liens senior by operation of law) in, and lien upon, all tangible, intangible, real, personal or mixed prepetition and postpetition property of the DIP Credit Parties or their estates, whether existing on the Petition Date or thereafter acquired, and the proceeds, products, rents and profits thereof, that, on or as of the Petition Date, is not subject to Permitted Prepetition Liens or Prepetition Liens, including, without limitation, any and all unencumbered cash of the DIP Credit Parties (whether maintained with any of the DIP Secured Parties or otherwise) and any investment of cash, inventory, accounts receivable, accounts, investment property, other rights to payment whether arising before or after the Petition Date, contracts, properties, plants, fixtures, machinery, equipment, general intangibles, documents, instruments, securities, goodwill, causes of action, insurance policies and rights, claims and proceeds from insurance, commercial tort claims and claims that may constitute commercial tort claims (known and unknown), chattel paper (including electronic chattel paper and tangible chattel paper), interests in leaseholds, real properties, deposit accounts, patents, copyrights, trademarks, trade names, rights under license agreements and other intellectual property, equity interests of subsidiaries, joint ventures and

[15] Notwithstanding anything to the contrary in this Interim Order, the DIP Collateral does not include the Avoidance Actions but shall include the Avoidance Proceeds.

other entities, wherever located, and the proceeds, products, rents and profits of the foregoing, whether arising under section 552(b) of the Bankruptcy Code or otherwise (the "**Unencumbered Property**").

(b) *Liens Priming Prepetition Liens*. Pursuant to section 364(d)(1) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully perfected and non-avoidable first-priority senior priming security interest in, and lien upon, (i) all tangible and intangible prepetition and postpetition property and assets of the DIP Credit Parties or their estates that is Prepetition Collateral (including, for the avoidance of doubt, the Cash Collateral, Trust Collateral, Non-Possessory Pledge Collateral, and all residual interests of the DIP Borrower in TQPM (so long as no third-party consent is required to pledge them)), regardless of where located, and regardless of whether or not any prepetition liens on such assets are voided, avoided, invalided, lapsed or unperfected; and (ii) all shares of the DIP Credit Parties (collectively, the "**DIP Priming Liens**"), which liens shall be (notwithstanding anything herein to the contrary): (a) senior in all respects to the Prepetition Liens and to the Adequate Protection Liens (as defined herein) granted to the Prepetition Secured Parties on the DIP Collateral, (b) subordinate to the Carve-Out and any liens senior by operation of law, and (c) not subordinate to any lien, security interest or mortgage that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code. The Prepetition Liens shall be primed by and made subject and subordinate to the DIP Priming Liens. In accordance with terms of this Interim Order, (i) the Intercreditor Agreement is hereby deemed amended to provide for the priority of the DIP Priming Liens, and the Collateral Agent is hereby directed to apply the Prepetition Collateral and the DIP Collateral in accordance with the terms of this Interim Order; and (ii) the Intercreditor Agreement is hereby further deemed amended to

provide that the proceeds of Prepetition Collateral or DIP Collateral received in cash shall be applied as set forth in this Interim Order and the DIP Documents prior to any other application of proceeds.

(c) *Liens Junior to Certain Other Liens.* Pursuant to section 364(c)(3) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully perfected security interest in and lien upon all tangible and intangible prepetition and postpetition property of the DIP Credit Parties or their estates, which shall be (i) junior and subordinate to the Carve-Out, (ii) immediately junior and subordinate to any liens senior by operation of law and (iii) senior in all respects to the Adequate Protection Liens.

(d) *Liens Senior to Certain Other Liens*. The DIP Liens shall not be subject or subordinate to or made *pari passu* with (i) any lien or security interest that is avoided and preserved for the benefit of the Debtors or their estates under section 551 of the Bankruptcy Code, (ii) unless otherwise provided for in this Interim Order or the other DIP Documents, any liens or security interests arising after the Petition Date, including, without limitation, any liens or security interests granted in favor of any federal, state, municipal or other governmental unit (including any regulatory body), commission, board or court for any liability of the DIP Credit Parties, (iii) any liens in favor of any of the DIP Credit Parties or their respective shareholders and affiliates (for the avoidance of doubt, any liens referenced in this subclause (iii) shall not include the DIP Liens and the Adequate Protection Liens granted by this Interim Order to such parties); or (iv) any other lien or security interest under section 361, 363 or 364 of the Bankruptcy Code.

(e) *Pari Passu Debt*. Notwithstanding anything to the contrary in this Interim Order, and following Court approval after notice and a hearing, at any time following the

occurrence of an RSA Termination Event (as defined in the DIP Facility Agreement), the DIP Borrower may incur additional indebtedness in an aggregate principal amount not to exceed $150,000,000 outstanding at any time (the "**Pari Passu Debt Cap**"), with the prior written consent of the Requisite Prepetition Secured Creditors; *provided* that, during the first six (6) months of the Standstill Period (as defined below), such incurrence shall also be subject to the consent of the Required DIP Lenders (such indebtedness, the "**Pari Passu Debt**"), which Pari Passu Debt may be secured by Liens on the Collateral ranking *pari passu* with, but not senior to, the DIP Liens securing the DIP Obligations, subject to the holders of (or agent or trustee in respect of) such Pari Passu Debt (or a representative acting on their behalf) entering into an intercreditor agreement reasonably satisfactory to the Required DIP Lenders and the Requisite Prepetition Secured Creditors providing for the ratable sharing of the Collateral and the proceeds thereof between the DIP Secured Parties and the holders of the Pari Passu Debt, and subject to the other conditions set forth in Section 10.4(b)(xii) of the DIP Facility Agreement, including that the proceeds of such Pari Passu Debt shall be applied in accordance with the Approved Budget; *provided* that (i) if there is no agreement on the terms of an Approved Budget addressing the use of proceeds of such Pari Passu Debt in accordance with paragraph 10, all rights are reserved to nevertheless seek approval of such budget from the Court, in connection with the Court's approval of such Pari Passu Debt or otherwise and (ii) the DIP Lenders shall not be required to fund any New Money Loans at any time any such Pari Passu Debt is outstanding. Such Pari Passu Debt may be incurred notwithstanding the occurrence and continuance of any Default or Event of Default (each as defined in the DIP Facility Agreement) and the Liens securing such Pari Passu Debt as described above, is expressly permitted by this Interim Order. Except as set forth in this Interim Order and Section 10.4(b)(xii) of the DIP Facility Agreement,

no other superpriority administrative expense claim or Lien that is *pari passu* with or senior to the DIP Superpriority Claims or the DIP Liens shall be permitted while any DIP Obligations remain outstanding.

10. *Protection of DIP Secured Parties' and Prepetition Secured Parties' Rights*.

(a) Notwithstanding anything to the contrary herein or in the DIP Documents, (i) the Prepetition Secured Parties shall not undertake any foreclosure, credit bid, refinancing of DIP Obligations, recapitalization of the Debtors or other disposition of Collateral (each a "**Dispositive Exercise of Remedies**") at any time when the DIP Obligations are outstanding and the RSA is in effect; *provided*, *however*, the Prepetition Secured Parties can consummate a Dispositive Exercise of Remedies if the RSA is terminated in accordance with its terms and upon the Dispositive Exercise of Remedies the DIP Obligations (including all outstanding principal of the DIP Loans, all accrued and unpaid interest thereon and all fees, expenses, indemnification obligations and other amounts then due and payable under the DIP Documents) are repaid indefeasibly, in full, in cash (such repayment or other repayment or satisfaction of the DIP Obligations that is consented to in writing by the Required DIP Lenders, the "**Discharge of DIP Obligations**") or the Required DIP Lenders have otherwise consented to such Dispositive Exercise of Remedies; (ii) for the avoidance of doubt, in the event the RSA is terminated in accordance with its terms, nothing herein or in any DIP Document shall prohibit the Requisite Prepetition Secured Creditors from seeking to refinance (including during the Standstill Period (as defined below)) the DIP Facility at any time, so long as the DIP Obligations are repaid indefeasibly, in full, in cash; and (iii) if at any point following the initial funding of the DIP Facility, the DIP Obligations are repaid in full, in cash, including due to the occurrence of a

Discharge of DIP Obligations, the DIP Commitments shall be deemed terminated for all purposes.

(b) Upon the occurrence and during the continuation of an Event of Default that has not been waived by the Required DIP Lenders and following delivery of written notice (a "**Termination Notice**") (including by e-mail), on not less than five (5) business days' notice (such five (5) business day period, the "**Remedies Notice Period**") to lead restructuring counsel to each of the Debtors, Inbursa, Braskem, the Ad Hoc Group, any statutory committee (if and when appointed) and the U.S. Trustee (the "**Remedies Notice Parties**"), the Required DIP Lenders may (and any stay otherwise applicable to the DIP Secured Parties, whether arising under section 105 or 362 of the Bankruptcy Code or otherwise, but subject to the terms of this Interim Order (including this paragraph) is hereby modified for such purpose), without further notice to, hearing of or order from this Court, subject to the obligations with respect to the Carve-Out: (i) terminate and/or revoke the Debtors' right under this Interim Order and any other DIP Documents to use any Cash Collateral, other than Post-Termination Cash Collateral Usage (as defined below) and subject to the Carve-Out; (ii) terminate the DIP Facility and any DIP Document as to any future commitment or performance obligation of the DIP Lenders but without affecting any of the DIP Obligations or the DIP Liens securing such DIP Obligations; and (iii) declare all DIP Obligations to be immediately due and payable. Upon delivery of such Termination Notice by the Required DIP Lenders, without further notice to, or order of, the Court, the DIP Lenders' and the Prepetition Secured Parties' consent to use the Cash Collateral (other than Post-Termination Cash Collateral Usage, and subject to the Carve-Out) and the Debtors' ability to incur additional DIP Obligations hereunder will, subject to the expiration of the Remedies Notice Period and unless the Court orders otherwise, automatically terminate, and

the DIP Lenders will have no obligation to provide any additional DIP Loans or other financial accommodations. Upon acceleration of all DIP Obligations, without further notice to or order of the Court, the DIP Lenders' and the Prepetition Secured Parties' consent to the Debtors' use of Cash Collateral will automatically terminate, subject to the permitted Post-Termination Cash Collateral Usage provided in paragraph 10(i) below.

(c) At any time prior to the delivery of a Termination Notice, so long as the Discharge of DIP Obligations has not occurred, (i) none of the DIP Secured Parties, Prepetition Secured Parties, the Intercreditor Administrative Agent, Collateral Agent or other agent or trustee acting with respect to the Collateral shall take any action with respect to the exercise of remedies, enforcement of liens, or the taking of any enforcement action with respect to the Collateral; and (ii) the Prepetition Secured Parties shall not file or cause to be filed any further financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments, or otherwise take any action to perfect their security interests in the DIP Collateral other than, solely as to this clause (ii), (A) the Prepetition Secured Parties filing financing statements or other documents to perfect the liens granted pursuant to this Interim Order and the other DIP Documents or (B) as may be required by applicable state law or foreign law to complete a previously commenced process of perfection or to continue the perfection of valid and non-avoidable liens or security interests existing as of the Petition Date.

(d) From and after the delivery of a Termination Notice, for a period not to exceed fifteen (15) months (the "**Standstill Period**"), during which time the DIP Lenders, Prepetition Secured Parties, and DIP Borrower shall negotiate in good faith to pursue an alternative restructuring transaction, and any exercise of remedies or other action described in paragraphs 10(b) and 10(c)(i) shall be prohibited, and the DIP Secured Parties, Prepetition

Secured Parties, Intercreditor Administrative Agent, Collateral Agent or other agent or trustee acting with respect to the Collateral shall otherwise stand still and refrain from taking any such actions; *provided* that, (i) at any time during the Standstill Period, nothing herein or in any DIP Document shall prohibit (A) the Debtors or any other party that is permitted to do so under section 1121 of the Bankruptcy Code from filing and prosecuting a plan that provides for the Discharge of DIP Obligations upon the consummation thereof or (B) the Requisite Prepetition Secured Creditors from seeking to refinance the DIP Facility in accordance with the foregoing paragraph 10(a)(ii); (ii) from the date that is six (6) months following delivery of a Termination Notice, nothing herein or in any DIP Document shall prohibit the 2029 Notes Secured Parties, 2032 Notes Secured Parties or Prepetition Term Loan Secured Parties from prosecuting a credit bid for any or all of their Collateral, so long as such credit bid (A) is consented to by the Requisite Prepetition Secured Creditors and (B) provides for the Discharge of DIP Obligations upon the consummation thereof; (iii) the DIP Secured Parties, Prepetition WC Facility Lender and Prepetition Secured PE Payor shall have no rights hereunder or under any DIP Document to prohibit the actions set forth in the foregoing clauses (i) and (ii) of this paragraph 10(d) but shall otherwise reserve all rights under the Bankruptcy Code and applicable law to object to and contest such actions; and (iv) the DIP Borrower can incur Pari Passu Debt in accordance with paragraph 9(e) of this Interim Order.

(e) For the avoidance of doubt, from and after the Discharge of DIP Obligations, the DIP Secured Parties shall retain no rights to enforce against, recover from or control any Collateral. Notwithstanding anything to the contrary in this paragraph 10(e), nothing herein shall be deemed to limit, impair or otherwise restrict the rights of the Prepetition Secured Parties under the Prepetition Credit Documents, in each case subject to (i) the DIP Liens, the DIP

Superpriority Claims and the turnover and priority provisions of this Interim Order and the other DIP Documents, (ii) the Standstill Period, and (iii) the requirement that any Dispositive Exercise of Remedies satisfy the conditions set forth in paragraph 10(a).

(f) To the extent any Prepetition Secured Party or DIP Secured Party has possession of any Prepetition Collateral (including the Trust Collateral) or DIP Collateral or has control with respect to any Prepetition Collateral or DIP Collateral, or has been noted as a secured party on any certificate of title for a titled good constituting Prepetition Collateral or DIP Collateral, then such Prepetition Secured Party or DIP Secured Party shall be deemed to maintain such possession or notation or exercise such control as a gratuitous bailee and/or gratuitous agent for perfection for the benefit of the DIP Secured Parties or the Prepetition Secured Parties (as applicable) in accordance with the priorities and rights set forth herein and in the Intercreditor Agreement, and such Prepetition Secured Party or DIP Secured Party, as applicable, shall comply with this paragraph 10, and the DIP Secured Parties and Prepetition Secured Parties (as applicable) agree that any such person shall be deemed, without incurring any liability or duty to any party, to maintain possession or control of any Prepetition Collateral or DIP Collateral in its possession or control as gratuitous bailee and/or sub-collateral gratuitous agent for perfection for the benefit of the DIP Secured Parties and Prepetition Secured Parties with respect to any Prepetition Collateral or DIP Collateral, including any bank accounts.

(g) Any Collateral (including the Trust Collateral) or proceeds thereof received by any Prepetition Secured Party or DIP Secured Party, whether in connection with the exercise of any right or remedy (including setoff) relating to the Collateral or otherwise received by a Prepetition Secured Party or DIP Secured Party, shall be deemed segregated and held in trust and turned over or applied for the benefit of the DIP Secured Parties and Prepetition

Secured Parties (as applicable) in accordance with the priorities and terms set forth herein, with any necessary endorsements, or as a court of competent jurisdiction may otherwise direct.

(h) After expiration of the Standstill Period but prior to exercising the remedies set forth in this paragraph 10(g)10(h) or any other remedies (other than those set forth in the above paragraphs 10(b) and 10(c)(ii)), the Controlling Secured Parties[16] shall be required to file a motion with the Court seeking emergency relief (the "**Stay Relief Motion**") on not less than five (5) business days' notice to the Remedies Notice Parties (which may run concurrently with the Remedies Notice Period) for a further order of the Court modifying the Automatic Stay in the Chapter 11 Cases to permit the Controlling Secured Parties to, subject to the foregoing paragraph 10(a) and to the Carve-Out and related provisions, and in the case of the Prepetition Secured Parties, in accordance with the Intercreditor Agreement and the other Prepetition Credit Documents, and subject to the turnover and priority provisions of this Interim Order and the other DIP Documents: (i) freeze or sweep monies or balances in the Debtors' accounts; (ii) enforce any and all rights against the Collateral, including, without limitation, foreclosure on all or any portion of the Collateral, occupying the Debtors' premises, sale or disposition of the Collateral; (iii) terminate and/or revoke the Debtors' right under this Interim Order and any other DIP Documents to use any Cash Collateral (subject to the Carve-Out and related provisions); and (iv) take any other actions or exercise any other rights or remedies permitted under this Interim

[16] "**Controlling Secured Parties**" means: (x) from the date of delivery of a Termination Notice until the date that is 15 months following such delivery and at any time following the Discharge of DIP Obligations, the Requisite Prepetition Secured Creditors (who, for the avoidance of doubt, may also direct the Intercreditor Administrative Agent, Collateral Agent or other agent or trustee with respect to the Collateral or the Prepetition Secured Obligations to take any relevant action that may be taken by the Controlling Secured Parties); and (y) from and after the date that is 15 months following the delivery of a Termination Notice, if the Discharge of DIP Obligations has not yet occurred, the Required DIP Lenders (who, for the avoidance of doubt, may also direct the DIP Collateral Agent, the Designated DIP Lender, or other agent or trustee with respect to the DIP Collateral or the DIP Obligations to take any relevant action that may be taken by the Controlling Secured Parties).

Order, the DIP Documents, the Prepetition Credit Documents or applicable law; *provided* that the Debtors' rights to contest any such relief are fully reserved. The rights and remedies of the DIP Secured Parties and Prepetition Secured Parties specified herein are cumulative and not exclusive of any rights or remedies that such persons or Entities have under the DIP Documents, the Prepetition Credit Documents or otherwise. If the Controlling Secured Parties are permitted by the Court to take any enforcement action with respect to the Collateral following the hearing on the Stay Relief Motion, the Debtors shall cooperate with the Controlling Secured Parties in their efforts to enforce their security interest in the Collateral, and (other than the right to (a) contest whether an Event of Default has occurred and is continuing or (b) seek appropriate relief relating to the non-consensual use of the Cash Collateral) shall not take or direct any person or Entity to take any action designed or intended to hinder or restrict in any respect such Controlling Secured Parties from enforcing their security interests in the Collateral. The Debtors shall promptly cause a copy of any Stay Relief Motion to be served on any party that has filed a request for notices with this Court.

(i) Notwithstanding anything to the contrary in paragraph 10, during the Standstill Period, and thereafter until such time that the Stay Relief Motion has been adjudicated by the Court (including during the Remedies Notice Period), the DIP Credit Parties shall be permitted to use Cash Collateral (i) solely to pay necessary expenses (including, without limitation, the DIP Fees and Expenses (if the Discharge of DIP Obligations has not occurred) and the Adequate Protection Fees and Expenses) and fund the working capital needs and expenditures as set forth in the then-current Approved Budget and in accordance with the DIP Documents (including, for the avoidance of doubt, the consent rights in respect of the DIP Lenders and the Requisite Prepetition Secured Creditors set forth therein) to avoid immediate

and irreparable harm to the Debtors' estates; (ii) for the funding of the Carve-Out; and (iii) as otherwise set forth in any future Approved Budget that is reasonably consented to by the DIP Lenders and the Requisite Prepetition Secured Creditors (collectively, the "**Post-Termination Cash Collateral Usage**"). During the Standstill Period, the Debtors, the DIP Lenders and the Requisite Prepetition Secured Creditors shall work in good faith to negotiate consensual use of Cash Collateral; *provided* that if only one of (x) the DIP Lenders or (y) the Requisite Prepetition Secured Creditors consents to a proposed Approved Budget or other Post-Termination Cash Collateral Usage but such parties do not reach mutual agreement, then such parties or the Debtors may petition the Court to resolve such dispute over use of Cash Collateral and approve a budget therefor.

(j) During the Remedies Notice Period, the Debtors, any statutory committee (if and when appointed) and/or any party in interest shall be entitled to seek an emergency hearing with the Court for the purpose of contesting whether, in fact, an Event of Default (as defined in the DIP Facility Agreement) has occurred and is continuing or to obtain non-consensual use of Cash Collateral. If a motion to obtain non-consensual use of cash collateral is filed pursuant to this paragraph (j), the DIP Credit Parties shall be permitted to use Cash Collateral subject to the limitations of paragraph 10(i) until such motion has been adjudicated by the Court. If a request for such hearing is made prior to the end of the Remedies Notice Period, then the Remedies Notice Period shall be continued until the Court hears and rules with respect thereto.

(k) No rights, protections or remedies of the DIP Secured Parties or the Prepetition Secured Parties granted by the provisions of this Interim Order or the other DIP Documents shall be limited, modified or impaired in any way by: (i) any actual or purported

withdrawal of the consent of any party to the Debtors' authority to continue to use Cash Collateral; (ii) any actual or purported termination of the Debtors' authority to continue to use Cash Collateral; or (iii) the terms of any other order or stipulation related to the Debtors' continued use of Cash Collateral or the provision of adequate protection to any party.

11. *Limitation on Charging Expenses Against Collateral*. Except to the extent of the Carve-Out, no costs or expenses of administration of the Chapter 11 Cases or any Successor Cases or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, shall be charged against or recovered from the DIP Collateral (including Cash Collateral) or Prepetition Collateral pursuant to section 506(c) of the Bankruptcy Code or any similar principle of law, without the prior written consent of the Required DIP Lenders, and no consent shall be implied from any other action, inaction or acquiescence by the DIP Secured Parties or the Prepetition Secured Parties, and nothing contained in this Interim Order shall be deemed to be a consent by the DIP Secured Parties or the Prepetition Secured Parties to any charge, lien, assessment or claims against the Collateral under section 506(c) of the Bankruptcy Code or otherwise; *provided* that the foregoing waiver shall be without prejudice to any provisions of the Final Order with respect to costs or expenses incurred following the entry of such Final Order.

12. *Limited Marshaling*. Solely to the extent asserted by the Prepetition Agents and Trustees on behalf of the Prepetition Secured Parties against the DIP Lenders with respect to any Roll-Up (or Adequate Protection in respect of Prepetition Eligible Secured Claims that are not rolled up) following the expiration of the Standstill Period, the DIP Lenders shall be subject to the equitable doctrine of "marshaling" and any similar doctrine with respect to the DIP Collateral and the DIP Obligations, in each case to the extent that Prepetition Secured PE Collateral and/or

Prepetition WC Facility Collateral otherwise remains available to satisfy such DIP Obligations. Other than as set forth in the immediately preceding sentence, in no other event shall any of the DIP Lenders or the Prepetition Secured Parties be subject to the equitable doctrine of "marshaling" or any similar doctrine with respect to the DIP Collateral, the DIP Obligations, the Prepetition Secured Obligations or the Prepetition Collateral. Further, in no event shall the "equities of the case" exception in section 552(b) of the Bankruptcy Code apply to any of the Prepetition Secured Parties with respect to proceeds, products, offspring or profits of any Prepetition Collateral; *provided*, *however*, that each DIP Secured Party shall use commercially reasonable efforts to first obtain recoveries from DIP Collateral other than Avoidance Proceeds. The foregoing waivers shall be without prejudice to any provisions of the Final Order.

13. *Payments Free and Clear*. Any and all payments or proceeds remitted to the DIP Secured Parties or to or on behalf of the Prepetition Secured Parties pursuant to the provisions of this Interim Order, the other DIP Documents or any subsequent order of the Court shall be irrevocable, received free and clear of any claim, charge, assessment or other liability, including without limitation, any such claim or charge arising out of or based on, directly or indirectly, section 506(c) or 552(b) of the Bankruptcy Code, whether asserted or assessed by through or on behalf of the Debtors.

14. *Use of Cash Collateral*. The Debtors are hereby authorized, subject to the terms and conditions of this Interim Order, to use all Cash Collateral in accordance with the DIP Documents and Approved Budget (subject to the Permitted Variances), (a) the Prepetition Secured Parties are granted the Adequate Protection as hereinafter set forth and (b) except on the terms and conditions of this Interim Order, the Debtors shall be enjoined and prohibited from at any time using the Cash Collateral absent further order of the Court. For the avoidance of doubt,

the DIP Credit Parties are permitted to use Cash Collateral for payment of the Adequate Protection Fees and Expenses, as provided herein.

15. *Disposition of DIP Collateral*. The DIP Credit Parties shall not sell, transfer, lease, encumber or otherwise dispose of any portion of the DIP Collateral (including, for the avoidance of doubt, the Trust Collateral), except as otherwise expressly permitted by the DIP Documents or any further order of the Court.

16. *Adequate Protection of the Prepetition Secured Parties.* The Prepetition Agents and Trustees, in their capacities as lienholders and/or parties authorized to instruct lienholders on behalf of and for the benefit of the Prepetition Secured Parties, are entitled, pursuant to sections 361, 362, 363(e), 364(d)(1) and 507 of the Bankruptcy Code, to adequate protection of their respective interests in the applicable Prepetition Collateral (including, as applicable, Cash Collateral) for the diminution in the value of their respective interests in the Prepetition Collateral (including, as applicable, Cash Collateral) from and after the Petition Date for any reason provided for under the Bankruptcy Code, including, without limitation, any such diminution resulting from the sale, lease or use by the Debtors of the applicable Prepetition Collateral, the priming of the applicable Prepetition Liens by the DIP Liens pursuant to this Interim Order and the other DIP Documents, the payment of any amounts under the Carve-Out or pursuant to this Interim Order, the Final Order or any other order of the Court or provision of the Bankruptcy Code or otherwise, and the imposition of the Automatic Stay (collectively, the "**Adequate Protection Claims**"). In consideration of the foregoing, each of the Prepetition Agents and Trustees, for the benefit of their respective Prepetition Secured Parties, the Prepetition Secured PE Payor, and the Prepetition WC Facility Lender are hereby granted the following as Adequate Protection on account of their respective Adequate Protection Claims and,

in the case of the Prepetition Agents and Trustees for the Prepetition Secured Parties, as an inducement to consent (and to facilitate the deemed consent of the other Prepetition Secured Parties) to the priming of the Prepetition Liens and use of the Prepetition Collateral (including, for the avoidance of doubt, the Cash Collateral and Trust Collateral) (collectively, the "**Adequate Protection Obligations**"):

(a) *Adequate Protection Liens*. Each of the Prepetition Agents and Trustees, for itself and for the benefit of the applicable Prepetition Secured Parties, the Prepetition Secured PE Payor and the Prepetition WC Facility Lender are hereby granted (effective and perfected upon the date of this Interim Order and without the necessity of the execution of any mortgages, security agreements, pledge agreements, financing statements or other agreements) on account of its Adequate Protection Claims, a valid, perfected replacement security interest in and lien upon all of the DIP Collateral (the "**Adequate Protection Liens**"), senior to all other liens but subject and subordinate only to (A) Permitted Prepetition Liens, (B) the DIP Liens and (C) the Carve-Out.

(b) *507(b) Claims*. Each of the Prepetition Agents and Trustees, for itself and for the benefit of the applicable Prepetition Secured Parties, the Prepetition Secured PE Payor and the Prepetition WC Facility Lender are hereby granted, subject to the Carve-Out, an allowed superpriority administrative expense claim in each of the Chapter 11 Cases, against each Debtor on a joint and several basis, and without the need to file any proof of claim, on account of the Adequate Protection Claims in connection with the Prepetition Secured Obligations as provided for in section 507(b) of the Bankruptcy Code (the "**507(b) Claims**"), which 507(b) Claims shall be payable from and have recourse to all DIP Collateral and all proceeds thereof. The 507(b)

Claims shall be subject and subordinate to (A) the DIP Superpriority Claims and (B) the Carve-Out.

(c) *Relative Priority of Adequate Protection Liens and 507(b) Claims*. The grant of Adequate Protection Liens and the 507(b) Claims shall be made consistent with the relative prepetition priority of existing liens set forth in the Prepetition Credit Documents (including, for the avoidance of doubt, the Intercreditor Agreement), to the extent such liens priorities are different.

(d) *Adequate Protection Fees and Expenses*. As further adequate protection, subject to the Carve-Out as set forth in this Interim Order, the DIP Credit Parties shall provide current cash payments of all reasonable and documented prepetition and postpetition fees and expenses of (i) the Prepetition Term Loan Secured Parties, including, but not limited to, the reasonable and documented fees and out-of-pocket expenses of the Inbursa Advisors, (ii) the Ad Hoc Group, including, but not limited to, the reasonable and documented fees and out-of-pocket expenses of the Ad Hoc Group Advisors, (iii) the Prepetition Secured PE Payor and the Prepetition WC Facility Lender, including, but not limited to, the reasonable and documented fees and out-of-pocket expenses of such parties' counsel, professionals, and advisors as further described in paragraph 2(b)(ii) of this Interim Order, and (iv) each of the other Prepetition Agents and Trustees, including, but not limited to, the reasonable and documented fees and out-of-pocket expenses of the 2029 Notes Trustee (and its counsel, Moses & Singer LLP), the 2032 Notes Trustee (and its counsel, Pryor Cashman LLP), Deutsche Bank Trust Company Americas, in its capacities as Intercreditor Administrative Agent, Collateral Agent, Security Trust Collateral Agent, Non-Possessory Collateral Agent and Share Pledge Collateral Agent and its counsel, DLA Piper LLP (US), and special and local counsel (in each applicable jurisdiction) to such

Prepetition Agents and Trustees (such fees and expenses described in the foregoing clauses (i)-(iv), collectively, the "**Adequate Protection Fees and Expenses**"), in each case subject to the review procedures set forth in paragraph 20 of this Interim Order.

(e) *Additional Adequate Protection*. The Debtors shall provide to each of the Prepetition Agents and Trustees for the benefit of its respective Prepetition Secured Parties, the Prepetition Secured PE Payor and the Prepetition WC Facility Lender, at the same time as (and only to the extent that) such reporting is provided to any of the DIP Secured Parties, all reporting required to be provided to any of the DIP Secured Parties under the DIP Documents.

(f) *Continuation of Adequate Protection Covenants*. From entry of the Interim Order and following the Discharge of DIP Obligations, the Prepetition Secured Parties shall be entitled to the continued benefit of the reporting, budget compliance, and other financial covenants set forth in the DIP Facility Agreement and this Interim Order for so long as any Prepetition Secured Obligations remain outstanding. Upon the Discharge of DIP Obligations, and subject to the Roll-Up, all Adequate Protection and indemnification hereunder for the benefit of the Prepetition Secured PE Payor and the Prepetition WC Facility Lender, and the protections of paragraph 22 hereof with respect to such parties shall immediately cease; *provided* that the Prepetition Secured PE Payor and the Prepetition WC Facility Lender shall preserve all of their respective rights under sections 363 and 364 of the Bankruptcy Code or otherwise to petition the Court for stay relief or other rights with respect to any Collateral securing their respective obligations, or to seek additional adequate protection with respect thereto.

(g) *Maintenance of Collateral*. The DIP Credit Parties shall continue to maintain and insure the Prepetition Collateral and DIP Collateral in the amounts, for the risks, and by the entities required under the Prepetition Credit Documents and the DIP Documents.

17. *Reservation of Rights of Prepetition Secured Parties*. Under the circumstances and given that the above-described adequate protection is consistent with the Bankruptcy Code, including section 506(b) thereof, the Court finds that the adequate protection provided herein is reasonable and sufficient to protect the interests of the Prepetition Secured Parties and satisfies the "entire fairness" standard to the extent applicable; *provided* that any of the Prepetition Secured Parties (subject to any applicable contractual limitations on such rights (including as set forth in the Intercreditor Agreement)) may request further or different adequate protection and the DIP Credit Parties and any other party in interest may contest any such request.

18. *Perfection of DIP Liens and Adequate Protection Liens*.

(a) Without in any way limiting the automatically valid and effective perfection of the DIP Liens granted pursuant to paragraph 9 hereof and the Adequate Protection Liens granted pursuant to paragraph 16 hereof, the DIP Secured Parties and the Prepetition Secured Parties are hereby authorized, but not required, to take all actions to file or record (and to execute in the name of the DIP Credit Parties, Mexican Security Trustee, Security Trust Collateral Agent, Share Pledge Collateral Agent, Non-Possessory Pledge Collateral Agent, Intercreditor Administrative Agent, Collateral Agent and other Prepetition Secured Parties (as applicable), as their true and lawful attorneys, with full power of substitution, to the maximum extent permitted by law) financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments in any jurisdiction, or take possession of or control over cash or securities, or to amend or modify security documents (including, but not limited to, the Mexican Security Trust Agreement, Share Pledge Agreement, Non-Possessory Pledge Agreement, and any other Security Document), or enter into, amend or modify intercreditor agreements, or to subordinate existing liens and any other similar action in connection therewith

in a manner not inconsistent herewith or take any other reasonable action, including in jurisdictions and with respect to documents governed by foreign law, in order to document, validate and perfect the liens and security interests granted to them hereunder or under the DIP Documents (the "**Perfection Actions**"). Whether or not the DIP Secured Parties or the Prepetition Secured Parties take such Perfection Actions, the liens and security interests granted hereunder shall be deemed valid, perfected, allowed, enforceable, non-avoidable and not subject to challenge, dispute or subordination, at the time and on the date of entry of this Interim Order. Upon the request of any DIP Secured Party, each of the DIP Credit Parties and Prepetition Secured Parties (other than the Prepetition Agents and Trustees), without any further consent or action of any party or Entity, and at the sole cost of the Debtors as set forth herein, is authorized (in the case of the DIP Credit Parties) and directed (in the case of the Prepetition Secured Parties), and such direction is hereby deemed to constitute required direction under the applicable DIP Documents or Prepetition Credit Documents (as applicable), to take, execute, deliver and file such actions, instruments and agreements (in each case, without representation or warranty of any kind) to enable the DIP Secured Parties or the Prepetition Secured Parties (as applicable) or their designees to further validate, perfect, preserve and, solely to the extent provided for in this Interim Order, and subject to paragraph 10(c) hereof, enforce the DIP Liens in all jurisdictions required under the DIP Facility Agreement and the Prepetition Credit Documents (as applicable) and implement the priorities set forth in this Interim Order, including all local law documentation therefor requested by the Required DIP Lenders or the Requisite Prepetition Secured Creditors (as applicable). All such documents will be deemed to have been recorded and filed as of the Petition Date. The Adequate Protection Liens shall not be subject to Bankruptcy Code sections 506(c), 510, 549, or 550.

(b) A certified copy of this Interim Order may be filed with or recorded in filing or recording offices in addition to or in lieu of such financing statements, mortgages, notices of lien or similar instruments by or on behalf of the DIP Secured Parties or the Prepetition Agents and Trustees, the Prepetition Secured PE Payor and the Prepetition WC Facility Lender, and all filing and recording offices are hereby authorized and directed to accept a certified copy of this Interim Order for filing and/or recording, as applicable. The Automatic Stay shall be modified to the extent necessary to permit the DIP Secured Parties and the Prepetition Agents and Trustees, the Prepetition Secured PE Payor and the Prepetition WC Facility Lender (or their respective designees) to take all actions, as applicable, referenced in this subparagraph (b) and the immediately preceding subparagraph (a).

(c) Without limiting the generality of the foregoing:

(i) The Debtors are hereby directed to obtain a certified and apostilled copy of this Interim Order and a translation of this Interim Order into Spanish, prepared by a certified expert translator (*perito traductor*) duly authorized by the Mexican Federal Judiciary (*Poder Judicial de la Federación*), for the implementation of certain required actions under Mexican law and before the relevant Mexican authorities and notaries, and to deliver written notice of entry of this Interim Order to the Intercreditor Administrative Agent and the Collateral Agent;

(ii) The Intercreditor Agreement shall (x) be deemed to be amended, altered and modified by the terms of this Interim Order and the DIP Documents to provide for the DIP Superpriority Claims, the DIP Liens and priorities and application of proceeds as set forth in this Interim Order and (y) otherwise remain in full force and effect and continue to govern the relative priorities, rights and remedies of the Prepetition Secured Parties (as

applicable) (including the relative priorities, rights and remedies of such parties with respect to replacement liens, administrative expense claims and superpriority administrative expense claims granted or amounts payable in respect thereof by the Debtors under this Interim Order or otherwise); *provided* that, with the consent of the Required DIP Lenders and the Requisite Prepetition Secured Creditors, (a) the Debtors shall have the authority, and (b) upon a request from the DIP Secured Parties, each of the 2029 Notes Trustee, the 2032 Notes Trustee and the Prepetition Term Loan Agent are hereby authorized and directed to instruct the Intercreditor Administrative Agent, and Collateral Agent, in each case, to amend, restate, amend and restate, supplement, waive or otherwise modify the Intercreditor Agreement following entry of this Interim Order in order to give effect to the terms of this Interim Order without the need for further approval of the Court.

(iii) Pursuant to sections 364(d) and 105(a) of the Bankruptcy Code, in order to give effect to, and ensure compliance with, the relief granted under this Interim Order, including for the avoidance of doubt, the DIP Liens granted under this Interim Order, and notwithstanding anything to the contrary contained in the Prepetition Notes Indentures or Intercreditor Agreement, (i) each of the 2029 Notes Trustee, the 2032 Notes Trustee and the Prepetition Term Loan Agent are hereby authorized and directed to instruct the Intercreditor Administrative Agent to (x) instruct each of the Non-Possessory Pledge Collateral Agent and the Share Pledge Collateral Agent, (y) instruct the Security Trust Collateral Agent to instruct the Mexican Security Trustee, and (z) instruct (in the case of clause (b) below), the Collateral Agent, in each case, (a) to make the modifications to each of the Mexican Security Trust Agreement, the Share Pledge Agreement (as defined in the Intercreditor Agreement) and the Non-Possessory Pledge Agreement (as defined in the Intercreditor Agreement), as applicable, as set forth in the

applicable Mexican Security Document Amendment, and (b) upon a request from the DIP Secured Parties, and without any further consent or action of any party or Entity or the need for further approval of the Court, and at the sole cost of the Debtors as set forth herein, to take, execute, deliver and file such actions, instruments, amendments and agreements (in each case, without representation or warranty of any kind) to enable the DIP Secured Parties or the Prepetition Secured Parties (as applicable) or their designees to further validate, perfect, preserve and, solely to the extent provided for in this Interim Order, and subject to paragraph 10(c) hereof, enforce the DIP Liens in all jurisdictions required under the DIP Facility Agreement and the Prepetition Credit Documents (as applicable) and implement the priorities set forth in this Interim Order, including all local law documentation therefor requested by the Required DIP Lenders or the Requisite Prepetition Secured Creditors (as applicable), with all such documents deemed to have been recorded and filed as of the Petition Date; (ii) this Interim Order shall be deemed to constitute such instruction by the 2029 Notes Trustee, 2032 Notes Trustee and the Prepetition Term Loan Agent to the Intercreditor Administrative Agent without the necessity for any further or affirmative act by the 2029 Notes Trustee, the 2032 Notes Trustee or the Prepetition Term Loan Agent; (iii) the Intercreditor Administrative Agent is hereby authorized and directed to (a) (x) instruct each of the Non-Possessory Pledge Collateral Agent and the Share Pledge Collateral Agent and (y) to instruct the Security Trust Collateral Agent to instruct the Mexican Security Trustee, in each case to make the modifications to each of the Mexican Security Trust Agreement, the Share Pledge Agreement (as defined in the Intercreditor Agreement) and the Non-Possessory Pledge Agreement (as defined in the Intercreditor Agreement), as applicable, as set forth in the applicable Mexican Security Document Amendment, and (b) instruct each of the Non-Possessory Pledge Collateral Agent, the Share

Pledge Collateral Agent, the Security Trust Collateral Agent, and the Collateral Agent to take the actions set forth in clause (i)(b) above; (iv) this Interim Order shall be deemed to constitute such instruction by the Intercreditor Administrative Agent without the necessity for any further or affirmative act by the Intercreditor Administrative Agent; (v) the Security Trust Collateral Agent is hereby authorized and directed to instruct the Mexican Security Trustee to make modifications to the Mexican Security Trust Agreement as set forth in the Mexican Security Trust Amendment, and (vi) this Interim Order shall be deemed to constitute such instruction by the Security Trust Collateral Agent without the necessity for any further or affirmative act by the Security Trust Collateral Agent. In taking such acts, each of the Prepetition Agents and Trustees shall be (i) entitled to all of the rights, protections, privileges, benefits, immunities and indemnities afforded to it under the Prepetition Credit Documents to which it is a party, the RSA, this Interim Order and the other the DIP Documents, as applicable, and (ii) be deemed conclusively to have acted in good faith, at the direction of this Court, and in reliance on the terms of this Interim Order and protections provided herein. None of the Prepetition Agents and Trustees, the Mexican Security Trustee, the Share Pledge Collateral Agent, or the Non-Possessory Pledge Collateral Agent shall be liable for any action it takes or is deemed to take that is authorized and/or directed by this Interim Order.

(iv) The Debtors are directed to ensure that the signatures of the applicable parties to the Mexican Security Trust Amendment, the Mexican Share Pledge Amendment and the Mexican Non-Possessory Pledge Amendment are notarized and that the notarized Mexican Security Trust Amendment, Mexican Share Pledge Amendment and Mexican Non-Possessory Pledge Amendment shall be filed and registered before the Single Registry of

Movable Guarantees (*Registro Único de Garantías Mobiliarias*) in Mexico and other applicable registries in order to perfect the amended security interests.

19. *Preservation of Rights Granted Under this Interim Order*.

(a) Other than the Carve-Out, any Pari Passu Debt (and Liens securing such Pari Passu Debt) permitted to be incurred pursuant to paragraph 9(e) of this Interim Order and Section 10.4(b)(xii) of the DIP Facility Agreement, and other claims and liens expressly granted or permitted by this Interim Order, no claim or lien having a priority senior to or *pari passu* with those granted by this Interim Order to the DIP Collateral Agent, for the benefit of the DIP Lenders or the Prepetition Secured Parties shall be permitted while any of the DIP Obligations or the Adequate Protection Obligations remain outstanding, and, except as otherwise expressly provided in or permitted under this Interim Order, the DIP Liens and the Adequate Protection Liens shall not be subject or subordinated to or made *pari passu* with (i) any lien or security interest that is avoided and preserved for the benefit of the Debtors' estates under section 551 of the Bankruptcy Code; (ii) any other lien or security interest, whether under section 361, 363 or 364 of the Bankruptcy Code or otherwise; (iii) any liens arising after the Petition Date, including, without limitation, any liens or security interests granted in favor of any federal, state, municipal or other domestic or foreign governmental unit (including any regulatory body), commission, board or court for any liability of the DIP Credit Parties; or (iv) any liens in favor of any of the DIP Credit Parties or their respective shareholders and affiliates (for the avoidance of doubt, any liens referenced in this subclause (iv) shall not include the DIP Liens, the 2029 Notes Liens, the 2032 Notes Liens, the Prepetition Term Loan Liens, and the Adequate Protection Liens granted by this Interim Order to such parties, as applicable); *provided* that the foregoing shall not restrict

the incurrence of Pari Passu Debt or the Liens securing such Pari Passu Debt permitted pursuant to paragraph 9(e) of this Interim Order and Section 10.4(b)(xii) of the DIP Facility Agreement.

(b) Upon the occurrence and continuance of any Event of Default, the DIP Lenders shall deliver a written notice to the DIP Borrower, counsel to the DIP Borrower, DIP Lender Advisors, the Inbursa Advisors, the Ad Hoc Group Advisors, the U.S. Trustee and lead counsel to any statutory committee (if and when appointed). Notwithstanding any order that may be entered dismissing any of the Chapter 11 Cases under section 1112 of the Bankruptcy Code or converting any of these Chapter 11 Cases to cases under chapter 7, and subject to the Carve-Out: (i) the DIP Superpriority Claims, the DIP Liens, the 507(b) Claims, the Adequate Protection Liens, the other Adequate Protection Obligations in connection with the Prepetition Secured Obligations and any claims related to the foregoing shall continue in full force and effect and shall maintain their priorities as provided in this Interim Order until all DIP Obligations and Adequate Protection Obligations shall have been paid in full (and such DIP Superpriority Claims, DIP Liens, Adequate Protection Claims, Adequate Protection Liens and other Adequate Protection Obligations shall, notwithstanding such dismissal or conversion, remain binding, valid and enforceable on all parties in interest, including, without limitation, any appointed trustee or other estate representative appointed in the Chapter 11 Cases or any Successor Cases); (ii) the other rights granted by this Interim Order, including with respect to the Carve-Out, shall not be affected; and (iii) this Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing the claims, liens and security interests referred to in this paragraph and otherwise in this Interim Order.

(c) If any or all of the provisions of this Interim Order are hereafter reversed, modified, vacated or stayed, such reversal, modification, vacatur or stay shall not affect:

(i) the validity, priority or enforceability of any DIP Obligations or Adequate Protection Obligations incurred prior to the DIP Secured Parties' or the Prepetition Agents and Trustees', as applicable, actual receipt of written notice of the effective date of such reversal, modification, vacatur or stay; (ii) the validity, priority or enforceability of the DIP Liens, the Prepetition Liens, the Adequate Protection Liens or the Carve-Out or (iii) the validity or enforceability of the Mexican Security Trust Amendment, Mexican Share Pledge Amendment, Mexican Non-Possessory Pledge Amendment and the deemed amendments to the Intercreditor Agreement provided herein. Notwithstanding any such reversal, modification, vacatur or stay of any use of Cash Collateral, any DIP Obligations, DIP Liens, Adequate Protection Claims, Adequate Protection Liens or other Adequate Protection Obligations incurred by the DIP Credit Parties and granted to the DIP Secured Parties or the Prepetition Secured Parties, as the case may be, prior to the DIP Secured Parties' or the Prepetition Agents and Trustees', as applicable, actual receipt of written notice of the effective date of such reversal, modification, vacatur or stay shall be governed in all respects by the original provisions of this Interim Order and other DIP Documents, and the DIP Secured Parties and the Prepetition Secured Parties shall be entitled to, and are hereby granted, all the rights, remedies, privileges and benefits arising under sections 364(e) and 363(m) of the Bankruptcy Code, this Interim Order and the other DIP Documents with respect to all uses of Cash Collateral, DIP Obligations and Adequate Protection Obligations.

(d) Except as expressly provided in this Interim Order or in the other DIP Documents, the DIP Liens, the DIP Superpriority Claims, the 507(b) Claims, the Adequate Protection Liens, the other Adequate Protection Obligations and all other rights and remedies of the DIP Secured Parties and the other Prepetition Secured Parties granted by the provisions of this Interim Order (including the deemed amendments to the Intercreditor Agreement), the

Mexican Security Trust Amendment, the Mexican Share Pledge Amendment, the Mexican Non-Possessory Pledge Amendment and the other DIP Documents shall survive, and shall not be modified, impaired or discharged by: (i) the entry of an order converting any Chapter 11 Case to a Successor Case (including, without limitation, a case under chapter 7 of the Bankruptcy Code), dismissing any Chapter 11 Case, terminating the joint administration of these Chapter 11 Cases or by any other act or omission; (ii) the entry of an order approving the sale of any DIP Collateral pursuant to section 363(b) of the Bankruptcy Code (except to the extent permitted by the DIP Documents); or (iii) the entry of an order confirming a chapter 11 plan in any of the Chapter 11 Cases and, pursuant to section 1141(d)(4) of the Bankruptcy Code, the DIP Credit Parties have waived any discharge as to any remaining DIP Obligations or Adequate Protection Obligations. The terms and provisions of this Interim Order and the other DIP Documents shall continue in these Chapter 11 Cases (including if these Chapter 11 Cases cease to be jointly administered) and in any Successor Cases, and the DIP Liens, the DIP Superpriority Claims, the 507(b) Claims, the Adequate Protection Liens, the other Adequate Protection Obligations and all other rights and remedies of the DIP Secured Parties and the Prepetition Secured Parties granted by the provisions of this Interim Order and the other DIP Documents shall continue in full force and effect until the DIP Obligations and the Adequate Protection Obligations are indefeasibly paid in full in cash (or in accordance with the RSA and DIP Facility Agreement), as set forth herein and in the other DIP Documents, and the DIP Commitments have been terminated (and, in the case of rights and remedies of the Prepetition Secured Parties, shall remain in full force and effect thereafter, subject to the terms of this Interim Order).

20. *Payment of Fees and Expenses*. The DIP Credit Parties are authorized to and shall pay the DIP Fees and Expenses and the Adequate Protection Fees and Expenses. Subject to

the review procedures set forth in this paragraph 20, payment of all DIP Fees and Expenses and Adequate Protection Fees and Expenses, shall not be subject to allowance or review by the Court. The Inbursa Advisors, the Ad Hoc Group Advisors, the DIP Lender Advisors, and the professionals for the Prepetition Agents and Trustees shall not be required to comply with the U.S. Trustee fee guidelines; however, any time that such professionals seek payment of fees and expenses from the Debtors prior to confirmation of a chapter 11 plan, each professional shall provide summary copies of its invoices (which shall not be required to contain time detail and which may be redacted or modified to the extent necessary to delete any information subject to the attorney-client privilege, any information constituting attorney work product or any other confidential information, and the provision of such invoices shall not constitute any waiver of the attorney client privilege or of any benefits of the attorney work product doctrine or any other evidentiary privilege or protection recognized under applicable law) to the Debtors, the Inbursa Advisors, the Ad Hoc Group Advisors, the DIP Lender Advisors, counsel to any statutory committee (if and when appointed) and the U.S. Trustee (collectively, the "**Review Parties**"). Any objections raised by any Review Party with respect to such invoices must be in writing and state with particularity the grounds therefor and must be submitted to the applicable professional within ten (10) calendar days after the receipt of any such invoices by the Review Parties (the "**Review Period**"). If no written objection is received by 12:00 p.m., prevailing Central Time, on the end date of the Review Period, the DIP Credit Parties shall promptly pay such invoices within five (5) business days. If an objection to a professional's invoice is received within the Review Period, the DIP Credit Parties shall pay within five (5) business days the undisputed amount of the invoice without the necessity of filing formal fee applications, regardless of whether such amounts arose or were incurred before or after the Petition Date, and this Court

shall have jurisdiction to determine the disputed portion of such invoice if the parties are unable to resolve the dispute consensually. Notwithstanding the foregoing, the Debtors are authorized and directed to pay on the Effective Date (as defined in the DIP Facility Agreement) any DIP Fees and Expenses and Adequate Protection Fees and Expenses, incurred on or prior to such date without the need for any professional to first deliver a copy of its invoice or other supporting documentation to the Review Parties (other than the Debtors); *provided*, however, that any professional seeking payment of DIP Fees or Adequate Protection Fees and Expenses on the Effective Date (as defined in the DIP Facility Agreement) shall deliver to the Debtors an invoice for amounts due, which may include estimates as necessary, no later than two (2) business days prior to the Effective Date (as defined in the DIP Facility Agreement). No attorney or advisor to any DIP Secured Party or any Prepetition Secured Party (including the Inbursa Advisors and the Ad Hoc Group Advisors) shall be required to file an application seeking compensation for services or reimbursement of expenses with the Court. Any and all fees, costs and expenses paid prior to the Petition Date by any of the Debtors to or for the benefit of the DIP Secured Parties, the Prepetition Agents and Trustees, or the other Prepetition Secured Parties, in connection with or with respect to the DIP Facility, the Debtors or these Chapter 11 Cases, are hereby approved in full and shall not be subject to recharacterization, avoidance, subordination, disgorgement or any similar form of recovery by the Debtors or any other person. The Automatic Stay shall be modified to the extent necessary to permit the Debtors to pay all amounts, as applicable, referenced in this paragraph 20.

21. *Effect of Stipulations on Third Parties*. The Debtors' stipulations, admissions, agreements and releases contained in this Interim Order (the "**Stipulations**") shall be binding upon the Debtors and any successors thereto (including, without limitation, any chapter 7 or

chapter 11 trustee or examiner appointed or elected for any of the Debtors) in all circumstances and for all purposes. The Stipulations shall be binding upon all other parties in interest, including, without limitation, any statutory or non-statutory committees appointed or formed in the Chapter 11 Cases and any other person or Entity acting or seeking to act on behalf of the Debtors' estates including any chapter 7 or chapter 11 trustee or examiner appointed or elected for any of the Debtors, in all circumstances and for all purposes, unless: (a) such committee or any other party in interest with requisite standing (in each case, to the extent requisite standing is obtained pursuant to an order of this Court entered prior to the expiration of the Challenge Period, and subject in all respects to any agreement or applicable law that may limit or affect such Entity's right or ability to do so) has timely filed an adversary proceeding or contested matter (subject to the limitations contained herein, including, *inter alia*, in this paragraph) on or before the earlier of (i) the date of the confirmation of the Debtors' chapter 11 plan of reorganization, (ii) as to any statutory committee (if and when appointed) only, sixty (60) calendar days after the appointment of such statutory committee, and (iii) as to all other parties in interest, thirty (30) calendar days after entry of this Interim Order (the "**Challenge Period**," and the date of expiration of the Challenge Period, the "**Challenge Period Termination Date**"); *provided, however*, that if, prior to the end of the Challenge Period, (x) these Chapter 11 Cases convert to chapter 7, or (y) if a chapter 11 trustee is appointed, then, in each such case, the Challenge Period shall be extended by the later of (A) the time remaining under the Challenge Period plus thirty (30) days and (B) such other time as ordered by the Court solely with respect to any such trustee, commencing on the occurrence of either of the events discussed in the foregoing clauses (x) and (y); (i) objecting to or challenging the amount, validity, perfection, enforceability, priority or extent of the Prepetition Secured Obligations or the Prepetition Liens,

or (ii) otherwise asserting or prosecuting any action for preferences, fraudulent transfers or conveyances, other avoidance power claims or any other claims, counterclaims or causes of action, objections, contests or defenses (collectively, the "**Challenges**") against the Prepetition Secured Parties or Inbursa, or each of their respective subsidiaries, affiliates, officers, directors, managers, principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives and other professionals and the respective successors and assigns thereof, in each case in their respective capacity as such (each, a "**Representative**" and collectively, the "**Representatives**") in connection with matters related to the Prepetition Credit Documents, the Prepetition Secured Obligations, the Prepetition Liens, the Prepetition Collateral, the Debtors, the Debtors' non-Debtor affiliates, or these Chapter 11 Cases; and (b) there is a final non-appealable order in favor of the plaintiff sustaining any such Challenge in any such timely filed adversary proceeding or contested matter; *provided*, that any pleadings filed in connection with any Challenge shall set forth with specificity the basis for such Challenge, and any Challenges not so specified prior to the expiration of the Challenge Period shall be deemed forever, waived, released and barred including any amended or additional claims that may or could have been asserted thereafter through an amended complaint under Fed. R. Civ. P. 15 or otherwise. If no such Challenge is timely and properly filed during the Challenge Period or the Court does not rule in favor of the plaintiff in any such proceeding then: (i) the Stipulations shall be binding on all parties in interest; (ii) the obligations of the DIP Credit Parties under the Prepetition Credit Documents, including the Prepetition Secured Obligations, shall constitute allowed claims not subject to defense avoidance, reduction, setoff, recoupment, recharacterization, subordination (whether equitable, contractual or otherwise, except pursuant to the Intercreditor Agreement), disallowance, impairment, claim, counterclaim, cross-claim or any

other challenge under the Bankruptcy Code or any applicable law or regulation by any person or Entity for all purposes in the Chapter 11 Cases, and any subsequent chapter 7 case(s) and (iii) the Prepetition Liens on the Prepetition Collateral shall be deemed to have been, as of the Petition Date, legal, valid, binding and perfected security interests and liens, not subject to defense, avoidance, reduction, setoff, recoupment, recharacterization, subordination (whether equitable, contractual (other than pursuant to the Intercreditor Agreement) or otherwise), disallowance, impairment, claim, counterclaim, cross-claim or any other challenge under the Bankruptcy Code or any applicable law or regulation by any person or Entity, including any statutory or non-statutory committees appointed or formed in the Chapter 11 Cases or any other party in interest acting or seeking to act on behalf of the Debtors' estates, including, without limitation, any successor thereto (including, without limitation, any chapter 7 trustee or chapter 11 trustee or examiner appointed or elected for any of the Debtors) and any defense, avoidance, reduction, setoff, recoupment, recharacterization, subordination (whether equitable, contractual (other than pursuant to the Intercreditor Agreement) or otherwise), disallowance, impairment, claim, counterclaim, cross-claim or any other challenge under the Bankruptcy Code or any applicable law or regulation by any statutory or non-statutory committees appointed or formed in the Chapter 11 Cases or any other party acting or seeking to act on behalf of the Debtors' estates, including, without limitation, any successor thereto (including, without limitation, any chapter 7 trustee or chapter 11 trustee or examiner appointed or elected for any of the Debtors), whether arising under the Bankruptcy Code or otherwise, against any of the Prepetition Secured Parties or Inbursa or each of their respective Representatives arising out of or relating to any of the Prepetition Credit Documents, the Prepetition Secured Obligations, the Prepetition Liens, or the Prepetition Collateral shall be deemed forever waived, released and barred. If any such

Challenge is timely filed during the Challenge Period, the Stipulations shall nonetheless remain binding and preclusive (as provided in the second sentence of this paragraph) on each other statutory or non-statutory committee appointed or formed in the Chapter 11 Cases and on any other person or Entity, except (solely with respect to the party filing the Challenge) to the extent that such stipulations, admissions, agreements and releases were expressly and successfully challenged in such Challenge as set forth in a final, non-appealable order of a court of competent jurisdiction. Nothing in this Interim Order vests or confers on any Entity, including any statutory or non-statutory committees appointed or formed in these Chapter 11 Cases, standing or authority to pursue any claim or cause of action belonging to the Debtors or their estates, including, without limitation, Challenges with respect to the Prepetition Credit Documents, the Prepetition Secured Obligations, the Prepetition Liens, the Debtors, or these Chapter 11 Cases and any ruling on standing (including any appeals thereof) shall not stay or otherwise delay the Chapter 11 Cases or confirmation of any plan of reorganization.

22. *Limitation on Use of DIP Financing Proceeds and Collateral*. Notwithstanding any other provision of this Interim Order or any other order entered by the Court, no portion or proceeds of any DIP Loans, DIP Collateral, Prepetition Collateral (including Cash Collateral), or the Carve-Out, may be used directly or indirectly, including without limitation through reimbursement of professional fees of any non-Debtor party, in connection with (a) the investigation, threatened initiation or prosecution of any claims, causes of action, adversary proceedings or other litigation (i) against any of the DIP Secured Parties, the Prepetition Secured Parties, Inbursa, or their respective predecessors-in-interest or Representatives, in each case in their respective capacities as such, or any action purporting to do the foregoing in respect of the DIP Obligations, DIP Liens, DIP Superpriority Claims, Prepetition Secured Obligations,

Prepetition Liens, and/or the Adequate Protection Claims, Adequate Protection Liens and other Adequate Protection Obligations granted to the Prepetition Secured Parties, as applicable, or (ii) challenging the amount, validity, perfection, priority or enforceability of or asserting any defense, counterclaim or offset with respect to the DIP Obligations, the Prepetition Secured Obligations, and/or the liens, claims, rights or security interests granted under this Interim Order, the Final Order, the other DIP Documents, or the Prepetition Credit Documents in respect of the DIP Obligations or the Prepetition Secured Obligations, including, in the case of each (i) and (ii), without limitation, for lender liability or pursuant to section 105, 510, 544, 547, 548, 549, 550 or 552 of the Bankruptcy Code, applicable non-bankruptcy law or otherwise (*provided* that, notwithstanding anything to the contrary herein, the proceeds of the DIP Loans and/or DIP Collateral (including Cash Collateral) may be used by any statutory official committee (if any) to investigate but not to prosecute or initiate the prosecution of, including the preparation of any complaint or motion on account of (x) the claims and liens of the Prepetition Secured Parties and (y) potential claims, counterclaims, causes of action or defenses against the Prepetition Secured Parties, Inbursa, or their respective affiliates, up to an aggregate cap of no more than $50,000); (b) any attempt to prevent, hinder or otherwise delay or interfere with the Prepetition Secured Parties' or the DIP Secured Parties', as applicable, enforcement or realization on the Prepetition Secured Obligations, Prepetition Collateral, DIP Obligations, DIP Collateral, and the liens, claims and rights granted to such parties under the Interim Order or Final Order, as applicable, each in accordance with this Interim Order, the other DIP Documents, the Prepetition Credit Documents (including the Intercreditor Agreement); (c) any attempt to seek to modify any of the rights and remedies granted to the Prepetition Secured Parties, the DIP Secured Parties, or Inbursa under this Interim Order, the other DIP Documents or the Prepetition Credit Documents

(including the Intercreditor Agreement), as applicable, other than in accordance with this Interim Order; (d) to apply to the Court for authority to approve superpriority claims or grant liens (other than the liens and claims granted hereunder or permitted pursuant to the other DIP Documents) or security interests in the DIP Collateral or any portion thereof that are senior to, or on parity with, the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Claims, the Adequate Protection Liens, or the other Adequate Protection Obligations; *provided* that this Interim Order shall not restrict an application or grant of superpriority liens or claims that are senior to or *pari passu* with DIP Liens, DIP Superpriority Claims, any 507(b) Claims, Adequate Protection Liens or other Adequate Protection in favor of the Prepetition Secured PE Payor or the Prepetition WC Facility Lender (or any successors or assigns thereof), if the Discharge of DIP Obligations has already occurred or will occur contemporaneously with such grant of superpriority claims or liens; or (e) to pay or to seek to pay any amount on account of any claims arising prior to the Petition Date unless such payments are approved or authorized by the Court, agreed to in writing by the Required DIP Lenders or are expressly permitted under this Interim Order or under the other DIP Documents (including the Approved Budget, subject to the Permitted Variances), in each case unless all DIP Obligations, Prepetition Secured Obligations, Adequate Protection Obligations, and claims granted to the DIP Secured Parties and Prepetition Secured Parties under this Interim Order have been refinanced or paid in full in cash (including the cash collateralization of any letters of credit). For the avoidance of doubt, this paragraph 22 shall not limit the Debtors' right to use DIP Collateral to contest whether an Event of Default (as defined in the DIP Facility Agreement) has occurred hereunder pursuant to and consistent with paragraph 10(j) of this Interim Order.

23. *Indemnification*. Each of the Prepetition Secured Parties and the DIP Secured Parties have acted in good faith and without negligence, misconduct, or violation of public policy or law, in respect of all actions taken by them in connection with or related in any way to negotiating, implementing, documenting or obtaining requisite approvals of the DIP Financing (including the Rolled-Up Loans) and the use of Cash Collateral, including in respect of the granting of the DIP Liens and the Adequate Protection Liens, any challenges or objections to the DIP Financing (including the Rolled-Up Loans) or the use of Cash Collateral, the DIP Documents and all other documents related to and all transactions contemplated by the foregoing. Accordingly, without limitation to any other right to indemnification, the Prepetition Secured Parties and the DIP Secured Parties (each in their capacity as such) shall be and hereby are indemnified (as applicable) and held harmless from all costs, expenses (including but not limited to reasonable and documented legal fees and expenses), and liabilities arising out of or relating to the transactions contemplated hereby and any actual or proposed use of the proceeds of any loans made under the DIP Financing, including as provided in the Prepetition Credit Documents and the DIP Documents, as applicable, including, without limitation, Section 14.4 of the DIP Facility Agreement, Section 9.02 of the Intercreditor Agreement, Section 7.6 of 2029 Notes Indenture, Section 7.6 of 2032 Notes Indenture, Section 13.4 of the Prepetition WC Credit Agreement and Section 14.4 of the Prepetition Term Loan Credit Agreement. No party indemnified pursuant to this Interim Order shall have any liability to the Debtors or any shareholders or creditors of the Debtors for or in connection with the transactions contemplated hereby (except to the extent such liability is found in a final non-appealable judgement by a court of competent jurisdiction to have resulted solely from such party's gross negligence, willful misconduct or fraud) which indemnity shall have equal priority and lien status to the DIP

Superpriority Claims. The Debtors agree that no exception or defense in contract, law or equity exists as of the date of this Interim Order to any obligation set forth, as the case may be, in this paragraph 23 or otherwise in the DIP Documents, or in the applicable Prepetition Credit Documents to indemnify and/or hold harmless any DIP Secured Party or any Prepetition Secured Party, as the case may be, and any such defenses are hereby waived.

24. *Interim Order Governs*. In the event of any inconsistency between the provisions of this Interim Order, the other DIP Documents (including, but not limited to, with respect to the Adequate Protection Obligations) or the Prepetition Credit Documents, the provisions of this Interim Order shall govern. Notwithstanding the relief granted in any other order by this Court, (a) all payments and actions by any of the Debtors pursuant to the authority granted therein shall be consistent with and subject to the terms and conditions set forth in this Interim Order and the other DIP Documents, as applicable, including compliance with the Carve-Out and Approved Budget (subject to the Permitted Variances) and (b) to the extent there is any inconsistency between the terms of such other order and this Interim Order, this Interim Order shall control, in each case, except to the extent expressly provided otherwise in such other order.

25. *Binding Effect; Successors and Assigns*. The DIP Documents, including the provisions of this Interim Order, including all findings herein, shall be binding upon all parties in interest in these Chapter 11 Cases, including, without limitation, the DIP Secured Parties, the Prepetition Secured Parties, any statutory or non-statutory committees appointed or formed in these Chapter 11 Cases, the Debtors and their respective successors and assigns (including any chapter 7 or chapter 11 trustee hereinafter appointed or elected for the estate of any of the Debtors, an examiner appointed pursuant to section 1104 of the Bankruptcy Code, or any other fiduciary appointed as a legal representative of any of the Debtors or with respect to the property

of the estate of any of the Debtors) and shall inure to the benefit of the DIP Secured Parties, the Prepetition Secured Parties, Inbursa and the Debtors and their respective successors and assigns; *provided* that the DIP Secured Parties and the Prepetition Secured Parties shall have no obligation to permit the use of the Prepetition Collateral (including Cash Collateral) by, or to extend any financing to, any chapter 7 trustee, chapter 11 trustee or similar responsible person appointed for the estates of the Debtors.

26. *Exculpation*. Nothing in this Interim Order, the other DIP Documents, the Prepetition Credit Documents, or any other documents related to the transactions contemplated hereby shall in any way be construed or interpreted to impose or allow the imposition upon any DIP Secured Party, Prepetition Secured Party or Inbursa of any liability for any claims arising from the prepetition or postpetition activities of the Debtors in the operation of their businesses, or in connection with their restructuring efforts. The DIP Secured Parties and Prepetition Secured Parties shall not, in any way or manner, be liable or responsible for (a) the safekeeping of the DIP Collateral or Prepetition Collateral, (b) any loss or damage thereto occurring or arising in any manner or fashion from any cause, (c) any diminution in the value thereof or (d) any act or default of any carrier, servicer, bailee, custodian, forwarding agency or other person and (e) all risk of loss, damage or destruction of the DIP Collateral or Prepetition Collateral shall be borne by the Debtors.

27. *Limitation of Liability*. In determining to make any loan or other extension of credit under the DIP Documents, to permit the use of the DIP Collateral or Prepetition Collateral (in each case, including Cash Collateral) or in exercising any rights or remedies as and when permitted pursuant to this Interim Order or the other DIP Documents or Prepetition Credit Documents, (a) none of the DIP Secured Parties or Prepetition Secured Parties shall (i) have any

liability to any third party or (ii) owe any fiduciary duty to the Debtors, their respective creditors, shareholders or estates (with respect to the DIP Lenders, Prepetition WC Facility Lender, Prepetition Secured PE Payor, solely in their respective capacities as DIP Lender or Prepetition Secured Party), (b) none of the 2029 Notes Secured Parties, 2032 Notes Secured Parties, Prepetition Term Loan Secured Parties, or Inbursa shall be deemed to be in "control" of the operations of the Debtors; and (c) none of the DIP Secured Parties or Prepetition Secured Parties shall be deemed to be acting as a "Responsible Person" or "Owner" or "Operator" or "managing agent" with respect to the operation or management of any of the Debtors (as such terms or similar terms are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, *et seq.*, as amended, or any other federal or state statute, including the Internal Revenue Code). Furthermore, nothing in this Interim Order shall in any way be construed or interpreted to impose or allow the imposition upon any of the DIP Secured Parties or Prepetition Secured Parties (each in their capacity as such) of any liability for any claims arising from the prepetition or postpetition activities of any of the Debtors and their respective affiliates (as defined in section 101(2) of the Bankruptcy Code).

28. *Master Proofs of Claim*. The Prepetition Secured Parties shall not be required to file proofs of claim in the Chapter 11 Cases or any Successor Case in order to assert claims on behalf of themselves or the other Prepetition Secured Parties for payment of the Prepetition Secured Obligations arising under the Prepetition Credit Documents, including, without limitation, any principal, unpaid interest, fees, expenses and other amounts under the Prepetition Credit Documents or the Adequate Protection Obligations arising under this Interim Order and the other DIP Documents. The statements of claim in respect of such indebtedness set forth in this Interim Order, together with any evidence accompanying the DIP Motion and presented at

the Interim Hearing, are deemed sufficient to and do constitute proofs of claim in respect of such debt and such secured status. Any order entered by this Court in relation to the establishment of a bar date for any claim (including, without limitation, any administrative claims) in any of the Chapter 11 Cases or any Successor Cases shall not apply to the Prepetition Secured Parties with respect to the Prepetition Secured Obligations and the Adequate Protection Obligations. However, in order to facilitate the processing of claims, each of the Prepetition Agents and Trustees, as applicable (at the direction of the applicable "Required Lenders" or any equivalent terms (under and as defined in the applicable Prepetition Credit Documents)) is authorized, but not directed or required, to file in the Debtors' lead Chapter 11 Case, Case No. 26-90762 (CML), a single master proof of claim on behalf of the applicable Prepetition Secured Parties on account of any and all of their respective claims against any of the Debtors arising under the applicable Prepetition Credit Documents and hereunder (each, a "**Master Proof of Claim**"). Upon the filing of a Master Proof of Claim by any of the Prepetition Agents and Trustees, it shall be deemed to have filed a proof of claim in the amount set forth therein in respect of its claims against each Debtor of any type or nature whatsoever with respect to the applicable Prepetition Credit Documents, and the claim of each applicable Prepetition Secured Party (and each of its respective successors and assigns) specified in a Master Proof of Claim shall be treated as if it had filed a separate proof of claim in each of these Chapter 11 Cases. The Master Proofs of Claim shall not be required to identify whether any Prepetition Secured Party acquired its claim from another party or the identity of any such party or to be amended to reflect a change in the holders of the claims set forth therein or a reallocation among the holders of the claims asserted therein resulting from the transfer of all or any portion of such claims. The provisions of this paragraph 28 and each Master Proof of Claim are intended solely for the purpose of

administrative convenience and shall not affect the right of each Prepetition Secured Party (or its successors in interest) to vote separately on any plan proposed in these Chapter 11 Cases. The Master Proofs of Claim shall not be required to attach any instruments, agreements or other documents evidencing the obligations owing by each of the Debtors to the applicable Prepetition Secured Parties, which instruments, agreements or other documents will be provided upon written request to counsel to the applicable Prepetition Agents and Trustees. The DIP Secured Parties shall similarly not be required to file proofs of claim with respect to their DIP Obligations under the DIP Documents, and the evidence presented with the DIP Motion and the record established at the Interim Hearing are deemed sufficient to, and do, constitute proofs of claim with respect to their obligations, secured status and priority. Any proof of claim filed by any of the Prepetition Agents or Trustees, the Prepetition Secured PE Payor or the Prepetition WC Facility Lender shall be deemed to be in addition to, and not in lieu of, any other proof of claim that may be filed by any of the Prepetition Secured Parties.

29. *Insurance*. To the extent that any of the Prepetition Agents and Trustees is listed as loss payee under the DIP Borrower's or DIP Guarantor's insurance policies, the DIP Secured Parties are also deemed to be the loss payee under the insurance policies (in any such case with the same priority of liens and claims thereunder relative to the priority of (x) the Prepetition Liens and Adequate Protection Liens and (y) the DIP Liens, as set forth herein) and shall act in that capacity and distribute any proceeds recovered or received in respect of the insurance policies, to the indefeasible payment in full of the DIP Obligations (other than contingent indemnification obligations as to which no claim has been asserted) and termination of the DIP Commitments and thereafter distribute any remaining funds to the Prepetition Agents and Trustees for application by the Prepetition Agents and Trustees to the payment of the Prepetition

Secured Obligations. The DIP Secured Parties' obligation under this paragraph 29 shall terminate upon the payment in full of the DIP Obligations and the termination of the DIP Commitments.

30. *Credit Bidding*. Subject to the lien priorities set forth herein, (a) the DIP Secured Parties shall not have the right to credit bid, in accordance with the DIP Documents, all or any portion of the DIP Obligations, the DIP Loans or the DIP Superpriority Claims in any sale, transfer or other disposition of all or any portion of the DIP Collateral, so long as in the event any other Prepetition Secured Party credit bids, such Prepetition Secured Party complies with paragraphs 10(a) and 10(d) herein and a Discharge of DIP Obligations occurs prior to or concurrently with, and as a condition to, the consummation of the sale, transfer or other disposition effected by such credit bid; *provided*, *however*, the foregoing shall not limit any other right or remedy of the DIP Secured Parties under the DIP Documents or applicable law, including the right to receive payment in full in cash of the DIP Obligations from the proceeds of any sale, transfer or other disposition, and (b) the Required Voting Parties are authorized to direct the Collateral Agent, on behalf of itself and the other Prepetition Secured Parties, to, consistent with the provisions of the Intercreditor Agreement and this Interim Order (including paragraph 10(a) and 10(d)), as applicable (and providing for Discharge of DIP Obligations and the termination of the DIP Commitments), to credit bid up to the full amount of the applicable Prepetition Secured Obligations (including any Adequate Protection Obligations) in the sale of the Prepetition Collateral (or any portion thereof), in each case without the need for further Court order authorizing the same and whether any such sale is effectuated through section 363(k), 1123 or 1129(b) of the Bankruptcy Code, by a chapter 7 trustee under section 725 of the Bankruptcy Code, or otherwise.

31. *Effectiveness*. This Interim Order shall constitute findings of fact and conclusions of law in accordance with Bankruptcy Rule 7052 and shall take effect and be fully enforceable as of the Petition Date immediately upon entry hereof. Notwithstanding Bankruptcy Rule 4001(a)(3), 6004(h), 6006(d), 7062 or 9014, any Bankruptcy Local Rule or Rule 62(a) of the Federal Rules of Civil Procedure, this Interim Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this Interim Order.

32. *Headings*. Section headings used herein are for convenience only and are not to affect the construction of or to be taken into consideration in interpreting this Interim Order.

33. *Payments Held in Trust*. Subject to paragraph 10 hereof, except as expressly permitted in this Interim Order (including paragraph 16 hereof) or the other DIP Documents and except with respect to the DIP Credit Parties, in the event that any person or Entity (including, but not limited to, any Prepetition Secured Party, Prepetition Agents and Trustees, Intercreditor Administrative Agent and Collateral Agent) receives any payment on account of a security interest in or lien on DIP Collateral, receives any DIP Collateral or any proceeds of DIP Collateral or receives any other payment with respect thereto from any other source, in each case prior to the Discharge of DIP Obligations, such person or Entity shall be deemed to have received, and shall hold, any such DIP Collateral, proceeds of DIP Collateral or any other payment with respect thereto in trust for the benefit of the DIP Secured Parties and the Prepetition Secured Parties in accordance with the priorities set forth herein.

34. *Bankruptcy Rules*. The requirements of Bankruptcy Rules 4001, 6003 and 6004, in each case to the extent applicable, are satisfied by the contents of the DIP Motion.

35. *No Third Party Rights*. Except as explicitly provided for herein, this Interim Order does not create any rights for the benefit of any third party, creditor, equity holder or any direct, indirect or incidental beneficiary.

36. *Necessary Action*. The Debtors, the DIP Secured Parties, and the Prepetition Secured Parties are authorized to take all actions as are necessary or appropriate to implement the terms of this Interim Order. In addition, the Automatic Stay is modified to permit affiliates of the Debtors who are not debtors in these Chapter 11 Cases to take all actions as are necessary or appropriate to implement the terms of this Interim Order.

37. *Retention of Jurisdiction*. The Court shall retain jurisdiction to enforce the provisions of this Interim Order, and this retention of jurisdiction shall survive the confirmation and consummation of any chapter 11 plan for any one or more of the Debtors notwithstanding the terms or provisions of any such chapter 11 plan or any order confirming any such chapter 11 plan.

38. *Final Hearing and Objections*. The Final Hearing to consider the relief requested in the DIP Motion shall be held on September 24, 2026 at 8:30 a.m. (prevailing Central Time) and any objections or responses to the DIP Motion shall be filed on or prior to September 17, 2026 at 5:00 p.m. (prevailing Central Time) (the "**Objection Deadline**").

39. *Objections*. Any party in interest objecting to the relief sought at the Final Hearing shall file and serve (via mail and e-mail) written objections, which objections shall be served upon (a) the Debtors and proposed co-counsel to the Debtors, (i) Cleary Gottlieb Steen & Hamilton LLP, One Liberty Plaza, New York, NY 10006, Attn: Richard J. Cooper (rcooper@cgsh.com), Josh Brody (jbrody@cgsh.com), and Jack Massey (jamassey@cgsh.com), (ii) Hunton Andrews Kurth LLP, 600 Travis Street, Suite 4200, Houston, Texas 77002, Attn:

Timothy A. ("Tad") Davidson II (taddavidson@hunton.com) and Ashley Harper (ashleyharper@hunton.com), and (iii) Sainz Abogados, Blvd. Manuel Ávila Camacho 24 - Piso 21 Lomas de Chapultepec 11000 CDMX, Attn.: Alejandro Sainz (asainz@sainzmx.com), Santiago Alessio Robles (salessiorobles@sainzmx.com), Gabriela Avendaño Fernández (gavendano@sainzmx.com) and Daniel Pardo Fuentes (dpardo@sainzmx.com); (c) counsel to Inbursa, Herbert Smith Freehills Kramer (US) LLP, 1177 6th Avenue, New York, NY 10036, Attn: Rachael L. Ringer (rachael.ringer@hsfkramer.com), Kyle J. Ortiz (kyle.ortiz@hsfkramer.com), Elan Daniels (elan.daniels@hsfkramer.com), Andrew Citron (andrew.citron@hsfkramer.com) and Emily Mandell (emily.mandell@hsfkramer.com); (d) counsel to the Ad Hoc Group, (i) Davis Polk & Wardwell LLP, 450 Lexington Ave, New York, NY 10017, Attn: Timothy Graulich (timothy.graulich@davispolk.com), David Schiff (david.schiff@davispolk.com), Aryeh Ethan Falk (aryeh.falk@davispolk.com) and Lara Luo (lara.luo@davispolk.com), and (ii) Haynes and Boone, LLP, 1221 McKinney Street, Suite 4000, Houston, Texas 77010, Attn: Arsalan Muhammad (arsalan.muhammad@haynesboone.com) and Imaan Patel (imaan.patel@haynesboone.com); (e) counsel to Braskem, Jones Day, 51 Louisiana Avenue, N.W., Washington, D.C. 20001, Attn: Dan T. Moss (dtmoss@jonesday.com), 600 Brickell Avenue, Miami, FL 33131, Attn: Isel M. Perez (iperez@jonesday.com); (f) counsel to the DIP Collateral Agent, Jones Day, Av. Paseo de la Reforma 342, Piso 30, Col. Juárez, Alc. Cuauhtémoc, Mexico City, Mexico 06600, Attn: Arturo de la Parra (arturodelaparra@jonesday.com), North Point 901, Lakeside Avenue, Cleveland, Ohio 44114, Attn: Jason P. Samblanet (jsamblanet@jonesday.com); (g) the U.S. Trustee, 515 Rusk Street, Suite 3516, Houston, Texas 77002, Attn.: Andrew Jiménez (Andrew.Jimenez@usdoj.gov) and Jana Whitworth (Jana.Whitworth@usdoj.gov); (h) the holders of the thirty largest unsecured

claims against the debtors (on a consolidated basis); (i) the Office of the United States Attorney for the Southern District of Texas; (j) the state attorneys general for states in which the DIP Credit Parties operate; (k) the Internal Revenue Service; (l) the Securities and Exchange Commission; (m) counsel for any statutory committee (if and when appointed) and (n) any other party that has filed a request for notices with this Court pursuant to Bankruptcy Rule 2002, with a copy to the Court's chamber, in each case to allow actual receipt by the foregoing no later than the Objection Deadline, prevailing Central Time and otherwise in conformity with the Court's order establishing notice and case management procedures.

40. The Debtors shall promptly serve copies of this Interim Order (which shall constitute adequate notice of the Final Hearing and the Objection Deadline) to the parties having been given notice of the Interim Hearing and to any party that has filed a request for notices with this Court in these Chapter 11 Cases.

Signed: August 18, 2026

Christopher Lopez
United States Bankruptcy Judge

Schedule 1

Approved Budget

DRAFT - Subject to Material Change

Project Lavoisier
Initial DIP Budget

($ thousands)

Period	*Fcst*	*Fcst*	*Fcst*	*Fcst*	*Fcst*	*Fcst*	*Fcst*	*Fcst*	*Fcst*	*Fcst*	*Fcst*	*Fcst*	*Fcst*	
Forecast Week	*1*	*2*	*3*	*4*	*5*	*6*	*7*	*8*	*9*	*10*	*11*	*12*	*13*	
Pre / Post - Petition	*Post-Petition*	*Post-Petition*	*Post-Petition*	*Post-Petition*	*Post-Petition*	*Post-Petition*	*Post-Petition*	*Post-Petition*	*Post-Petition*	*Post-Petition*	*Post-Petition*	*Post-Petition*	*Post-Petition*	
Week Ending	**21-Aug**	**28-Aug**	**4-Sep**	**11-Sep**	**18-Sep**	**25-Sep**	**2-Oct**	**9-Oct**	**16-Oct**	**23-Oct**	**30-Oct**	**6-Nov**	**13-Nov**	**Total**
Total Receipts	**14,514**	**13,554**	**13,957**	**9,055**	**12,568**	**15,465**	**16,379**	**11,264**	**13,114**	**13,497**	**21,750**	**19,577**	**16,917**	**191,611**
Feedstock and Raw Materials	(1,554)	(15,918)	(18,820)	(11,058)	(3,114)	(11,493)	(12,281)	(10,865)	(7,020)	(8,169)	(17,317)	(11,527)	(6,970)	(136,107)
Logistics and Transportation	(3,662)	(13,585)	(3,765)	(3,961)	-	(10,390)	-	-	-	-	(10,230)	(1,509)	(3,376)	(50,478)
GFD and Payroll	(470)	(481)	(1,408)	(1,536)	(4,494)	(1,233)	(1,164)	(1,047)	(2,439)	(1,674)	(924)	(1,075)	(416)	(18,360)
Insurance and Taxes	-	(13)	(977)	(2,013)	(7,931)	-	(845)	(1,477)	(1,691)	(1,385)	(159)	(809)	(5,862)	(23,163)
All Other Prepetition Trade	(25,000)	(25,000)	(20,000)	(15,000)	(10,000)	(3,500)	(3,500)	(3,500)	(3,500)	(3,500)	(3,500)	(3,500)	(3,941)	(123,441)
Total Disbursements	**(30,687)**	**(54,996)**	**(44,970)**	**(33,568)**	**(25,539)**	**(26,617)**	**(17,791)**	**(16,888)**	**(14,649)**	**(14,728)**	**(32,130)**	**(18,419)**	**(20,565)**	**(351,549)**
Total Operation Cash Flow	**$ (16,173)**	**$ (41,442)**	**$ (31,014)**	**$ (24,513)**	**$ (12,972)**	**$ (11,151)**	**$ (1,412)**	**$ (5,624)**	**$ (1,535)**	**$ (1,231)**	**$ (10,380)**	**$ 1,158**	**$ (3,649)**	**$ (159,938)**
Professional Fees	(1,797)	(1,150)	(1,125)	(1,323)	(1,000)	(7,855)	(850)	(850)	(850)	(850)	(4,228)	(875)	(1,650)	(24,404)
Other	(27,956)	(4,000)	-	-	(20,000)	(90)	-	-	-	-	(300)	-	(23)	(52,369)
Total Non-Operating Costs	**(29,753)**	**(5,150)**	**(1,125)**	**(1,323)**	**(21,000)**	**(7,945)**	**(850)**	**(850)**	**(850)**	**(850)**	**(4,528)**	**(875)**	**(1,673)**	**(76,772)**
New Money	230,000	-	-	-	-	49,000	-	-	-	-	-	-	-	279,000
Total Financing	**230,000**	**-**	**-**	**-**	**-**	**49,000**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**279,000**
Beginning Cash	$ 16,662	$ 200,736	$ 154,144	$ 122,005	$ 96,169	$ 62,197	$ 92,100	$ 89,838	$ 83,364	$ 80,979	$ 78,897	$ 63,990	$ 64,273	$ 16,662
Net Cash Flow	184,074	(46,592)	(32,139)	(25,836)	(33,972)	29,903	(2,262)	(6,474)	(2,385)	(2,081)	(14,908)	283	(5,321)	42,290
Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ending Cash	**$ 200,736**	**$ 154,144**	**$ 122,005**	**$ 96,169**	**$ 62,197**	**$ 92,100**	**$ 89,838**	**$ 83,364**	**$ 80,979**	**$ 78,897**	**$ 63,990**	**$ 64,273**	**$ 58,952**	**$ 58,952**
Minimum Liquidity	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)
Ending Liquidity	**$ 150,736**	**$ 104,144**	**$ 72,005**	**$ 46,169**	**$ 12,197**	**$ 42,100**	**$ 39,838**	**$ 33,364**	**$ 30,979**	**$ 28,897**	**$ 13,990**	**$ 14,273**	**$ 8,952**	**$ 8,952**

Notes:
(1) Week ended August 21 includes post-petition activity only.

Exhibit 1

DIP Facility Agreement

Execution Version

U.S. $408,893,181.00

SUPERPRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT

dated as of August 17, 2026

among

BRASKEM IDESA, S.A.P.I.,
a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code, as Borrower,

THE GUARANTORS FROM TIME TO TIME PARTY HERETO,
each a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code,

TMF MEXICO BUSINESS PROCESS, S. DE R.L. DE C.V.,
as Collateral Agent,

and

THE DIP LENDERS NAMED HEREIN

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This **SUPERPRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT** (this "**Agreement**"), dated as of August 17, 2026, among BRASKEM IDESA, S.A.P.I., a *sociedad anónima promotora de inversion*, a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code, as borrower (the "**Borrower**"), the Guarantors from time to time party hereto, each a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code, TMF MEXICO BUSINESS PROCESS, S. DE R.L. DE C.V., as collateral agent (in such capacity, the "**Collateral Agent**"), and the DIP Lenders (as defined herein) from time to time party hereto.

RECITALS

WHEREAS, the Borrower and the Guarantors have commenced voluntary cases (the "**Chapter 11 Cases**") under Chapter 11 of the Bankruptcy Code (as defined herein) in the United States Bankruptcy Court for the Southern District of Texas (the "**Bankruptcy Court**"), and the Borrower continues to operate its business and manage its properties as debtor and debtor-in-possession ("**Debtor**" and, together with the Guarantor and any other Affiliates of the Borrower that become debtors-in-possession in the Chapter 11 Cases, the "**Debtors**") pursuant to Sections 1107 and 1108 of the Bankruptcy Code;

WHEREAS, the Borrower has requested that the DIP Lenders, subject to the terms and conditions of this Agreement and the DIP Orders, as applicable, provide a priming, secured superpriority debtor-in-possession credit facility in an aggregate principal amount of U.S. $408,893,181.00, comprised of (i) New Money Loans in an aggregate principal amount of U.S. $279,000,000.00, consisting of the Interim DIP Loans and the Final DIP Loans, and (ii) Roll-Up Loans in an aggregate principal amount of U.S. $129,893,181.00;

WHEREAS, the Borrower will provide and grant to the Collateral Agent, for the benefit of the Secured Parties, a priming first priority Lien (subject only to the Carve-Out (as defined in the Interim DIP Order)) on the Collateral and certain other rights and protections pursuant to the terms hereof, and security interests and liens pursuant to Sections 364(c)(2), 364(c)(3) and 364(d) of the Bankruptcy Code, and super-priority administrative expense claims pursuant to Section 364(c)(1) of the Bankruptcy Code, and other rights and protections, as more fully described herein and the DIP Orders; and

WHEREAS, the Guarantors have agreed to guarantee the obligations of Borrower hereunder and to secure their respective Obligations by granting to the Secured Parties a priming first priority Lien (subject only to the Carve-Out (as defined in the Interim DIP Order)) on the Collateral and certain other rights and protections pursuant to the terms hereof, and security interests and liens pursuant to Sections 364(c)(2), 364(c)(3) and 364(d) of the Bankruptcy Code, and super-priority administrative expense claims pursuant to Section 364(c)(1) of the Bankruptcy Code, and other rights and protections, as more fully described herein and the DIP Orders.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and in the other Loan Documents, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

ARTICLE I
DEFINITIONS; INTERPRETATION

Section 1.1 Definitions

For purposes of this Agreement, the following terms shall have the meanings indicated in this Section 1.1.

"**Acceptable Disclosure Statement**" means the disclosure statement relating to an Acceptable Reorganization Plan which, if the Restructuring Support Agreement is in effect, shall be consistent with the terms and conditions set forth therein, shall be in the form attached as Exhibit G to the Restructuring Support Agreement and shall be in form and substance reasonably acceptable to the Company, Braskem and the Required Consenting Creditors.

"**Acceptable Mexican Financial Institution**" means each of:

(1) BBVA Bancomer, S.A., Institución de Banca Múltiple, Grupo Financiero BBVA Bancomer;

(2) Banco Santander (México), S.A., Institución de Banca Múltiple, Grupo Financiero Santander;

(3) HSBC México, S.A., Institución de Banca Múltiple, Grupo Financiero HSBC;

(4) Banco Nacional de México, S.A., integrante del Grupo Financiero Banamex;

(5) Banco Inbursa, S.A., Institución de Banca Múltiple, Grupo Financiero Inbursa; and

(6) any other Mexican financial institution that is rated at least "BBB" or its equivalent on the international scale by one or more of the Rating Agencies;

provided that, each such entity will be considered an Acceptable Mexican Financial Institution only so long as (a) it maintains a combined capital and surplus of not less than U.S. $250,000,000 and (b) its long term unsecured debt is rated "BBB" and "Baa2" or better by S&P or Moody's, respectively (in each case, to the extent rated thereby).

"**Acceptable Reorganization Plan**" means a Plan of Reorganization for the Chapter 11 Cases that (a) if the Restructuring Support Agreement is in effect, is consistent with the terms and conditions as set forth therein (including in the exhibits thereto), is in the form attached as Exhibit F to the Restructuring Support Agreement and shall be in form and substance acceptable to the Company, Braskem and the Required Consenting Creditors and (b) if the Restructuring Support Agreement is no longer in effect, provides for (i) the indefeasible repayment in full, in cash, of the Obligations upon or prior to the consummation of such Plan of Reorganization or (ii) such other terms that are acceptable to the Required DIP Lenders.

"**Acquired Indebtedness**" means, with respect to any specified Person, (1) Indebtedness of any other Person existing at the time such other Person is merged, consolidated or amalgamated with or into or became a Restricted Subsidiary of such specified Person, including Indebtedness Incurred in connection with, or in contemplation of, such other Person merging, consolidating or amalgamating with or into or becoming a Restricted Subsidiary of such specified Person; and (2) Indebtedness secured by a Lien encumbering any asset acquired by such specified Person.

"**Adversary Proceeding**" means any action, suit, proceeding (whether administrative, judicial or otherwise), governmental investigation or arbitration (whether or not purportedly on behalf of any Obligor or any Subsidiary of the foregoing), at law or in equity, or before or by any Governmental Authority, domestic or foreign, whether pending or, to the knowledge of any Obligor, threatened against any Obligor or any Subsidiary of the foregoing or any property of any Obligor or any of its Subsidiaries.

"**Affected Financial Institution**" means (a) any EEA Financial Institution or (b) any UK Financial Institution.

"**Affiliate**" means, with respect to any specified Person, any other Person directly or indirectly controlled by, controlling or under common control with such specified Person. For purposes of this definition, "control," when used with respect to any specified Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"**Agreement**" has the meaning ascribed to such term in the preamble of this Agreement.

"**Anti-Corruption Laws**" has the meaning ascribed to such term in Section 8.19.

"**Anti-Money Laundering Laws**" has the meaning ascribed to such term in Section 8.20.

"**Asset Sale**" means any direct or indirect sale, disposition, issuance, conveyance, transfer, lease (other than operating leases entered into in the ordinary course of business), sublease, assignment or other transfer, including a Sale and Leaseback Transaction (each, a "**disposition**") by the Borrower or any Restricted Subsidiary of:

(1) any Capital Stock; or

(2) any property or assets (other than cash or Cash Equivalents) of the Borrower or any Restricted Subsidiary;

Notwithstanding the preceding, the following items will not be deemed to be Asset Sales:

(a) a transaction permitted under Section 10.5;

(b) a disposition of inventory, products or outputs produced or commercialized at or in connection with the Project Property or the Permitted Business, or damaged, obsolete, worn-out or excess assets in the ordinary course of business;

(c) the sale or discount of accounts receivable and related assets or an interest therein arising in the ordinary course of business in connection with the compromise or collection thereof (including in any factoring transactions that exist on the Effective Date);

(d) sales, transfers and other dispositions of Investments in joint ventures (including Unrestricted Subsidiaries) to the extent required by customary buy/sell arrangements between the joint venture parties set forth in joint venture arrangements and similar binding arrangements that, in each case, exist on the Effective Date;

(e) the licensing or sublicensing of intellectual property or other general intangibles in the ordinary course of business and consistent with past practice, or the dispositions of, discontinuing the use or maintenance of, abandoning, failing to pursue, defend or enforce or otherwise allowing to lapse, terminate, be invalidated or put into the public domain any intellectual property that in good faith and reasonable judgment is not used or useful, or economically practicable to maintain, enforce or defend;

(f) [reserved];

(g) for purposes of Section 10.6 only, the making of a Permitted Investment or Restricted Payment permitted under Section 10.2;

(h) a disposition to the Borrower or Guarantor, including a Person that is or will become a Guarantor immediately after the disposition;

(i) the disposition of property or assets exchanged for or otherwise replaced by Replacement Assets with a Fair Market Value of at least the amount of property or asset so disposed;

(j) an expenditure of cash or liquidation of Cash Equivalents or other marketable securities disposed of in the open market;

(k) lease, assignment, sublease or similar transaction of any real or personal property in the ordinary course of business;

(l) foreclosure condemnation or any similar action with respect to any property or other assets in connection with Liens permitted under this Agreement;

(m) the creation of and dispositions in connection with a Lien permitted under this Agreement; and

(n) any surrender or waiver of contract rights or the settlement, release or surrender of contract rights or other litigation claims of any kind, including the unwinding of any Hedging Obligations, in the ordinary course of business.

"**Assignment and Assumption Agreement**" means an assignment and assumption agreement substantially in the form of Schedule 15.7 attached hereto.

"**Attributable Debt**" means with respect to any Sale and Leaseback Transaction, the lesser of (i) the Fair Market Value of the asset subject to such transaction and (ii) the present value, discounted at a rate per annum equal to the discount rate inherent in the applicable lease, of the obligations of the lessee for net rental payments (excluding, however, any amounts required to be paid by such lessee, whether or not designated as rent or additional rent, on account of maintenance and repairs, services, insurance, taxes, assessments, water rates or similar charges and any amounts required to be paid by such lessee thereunder contingent upon monetary inflation or the amount of sales) during the remaining term of the lease (as determined in good faith by the Borrower in accordance with IFRS); *provided, however,* that if such Sale and Leaseback Transactions results in a Capitalized Lease Obligation, the amount of indebtedness represented thereby will be determined in accordance with the definition of "Capitalized Lease Obligations."

"**Authorized Officer**" means, in respect of any Person, any director, manager, executive officer or financial officer of such Person and any other officer or similar official thereof responsible for the administration of the obligations of such Person in respect of this Agreement, including any person designated as such by the Borrower pursuant to the certificate of incumbency delivered in accordance with Section 7.1(a), or otherwise.

"**Bail-In Action**" means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

"**Bail-In Legislation**" means, (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

"**Bankruptcy Code**" means, as applicable, Title 11 of the U.S. Code (11 U.S.C. § 101 et seq), as now and hereafter in effect, or any successor statute, and any rule or regulation issued thereunder; *provided*, *however*, Bankruptcy Code shall not include Chapter 15 of Title 11 of the U.S. Code (11 U.S.C. §§ 1501-32).

"**Bankruptcy Court**" has the meaning specified therefor in the recitals hereto.

"**Bankruptcy Law**" means the Bankruptcy Code, the *Ley de Concursos Mercantiles* of Mexico and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization or similar debtor relief laws of the United States, Mexico, or any other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

"**Borrower**" has the meaning ascribed to such term in the preamble of this Agreement.

"**Borrowing**" means a borrowing of Loans hereunder.

"**Braskem**" has the meaning ascribed to such term in the Restructuring Support Agreement.

"**Braskem America**" means Braskem America, Inc.

"**Braskem Idesa Ethane**" means Braskem Idesa Ethane LLC, a Texas limited liability company.

"**Braskem Idesa Servicios**" means Braskem Idesa Servicios, S.A. de C.V.

"**Braskem Netherlands**" means Braskem Netherlands B.V.

"**Budget Variance Report**" has the meaning ascribed to such term in Section 9.4(b)(vii).

"**Business Day**" means a day other than a Saturday or Sunday on which commercial banks are open for general business in New York, New York and Mexico City, Mexico.

"**Capital Stock**" means, with respect to any Person, any and all shares, interests, participations, quotas or other equivalents (however designated) of capital stock of a corporation, any and all ownership interests in a Person other than a corporation and any and all warrants or options to purchase any of the foregoing.

"**Capitalized Lease Obligations**" means an obligation that is required to be classified and accounted for as a capitalized lease for financial reporting purposes in accordance with IFRS and the amount of Indebtedness represented by such obligation shall be the capitalized amount of such obligation determined in accordance with IFRS.

"**Cash Equivalents**" means, at any time, any of the following:

(1) Mexican Pesos and U.S. Dollars received in the ordinary course of business;

(2) direct obligations of, or unconditionally guaranteed by any country or a state thereof (or any agency or political subdivision thereof, to the extent such obligations are supported by the full faith and credit of the government of such country or a state thereof), maturing not more than one year after such time of purchase, that is rated BBB+ or higher by Moody's or A or higher by S&P or Fitch;

(3) investments in commercial paper of a corporation maturing within two hundred seventy (270) days from the date of acquisition thereof and having, at such date of acquisition, the highest credit rating obtainable from S&P, Fitch or Moody's (but excluding asset-backed investments and any commercial paper issued by a special investment vehicle);

(4) demand deposits, certificates of deposit, time deposits or bankers' acceptances maturing within one year from the date of acquisition thereof issued by (a) any bank organized under the laws of the United States of America or any state thereof or the District of Columbia, (b) any member state of the European Union, and (c) any U.S. branch of a non-U.S. bank having at the date of acquisition thereof combined capital and surplus of not less than U.S. $750 million; and whose long term unsecured Debt Rating of "A+" and "A1" or better by S&P, Fitch or Moody's, respectively (in each case, to the extent rated thereby);

(5) certificates of deposit, bank promissory notes and bankers' acceptances denominated in Pesos, maturing not more than thirty (30) days after the acquisition thereof and issued or guaranteed by any Acceptable Mexican Financial Institution;

(6) demand deposit accounts with any Acceptable Mexican Financial Institution maintained in the ordinary course of business;

(7) any Peso-denominated obligation issued, directly and fully guaranteed or insured by Mexico or any federal agency or instrumentality thereof and maturing not more than one hundred eighty (180) days after the acquisition thereof; provided that the full faith and credit of Mexico is pledged in support thereof;

(8) repurchase obligations with a term of not more than thirty (30) days for underlying securities of the types described in clause (2) above entered into with any bank meeting the qualifications specified in clause (4) above; and

(9) investments in money market funds which invest substantially all of their assets in securities of the types described in clauses (1) through (6) above.

"**Change in Law**" has the meaning ascribed to such term in Section 14.5(a).

"**Change of Control**" means:

(1) other than Braskem S.A., any person or group (each as used in Sections 13(d) and 14(d) of the Exchange Act) that is or becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of more than 50% of the total voting power of the Borrower's Capital Stock; or

(2) Braskem S.A. ceases to have the power to, directly or indirectly, direct the Borrower's management and/or policies, whether through the ownership of voting securities, by contract or otherwise; *provided* that, for the avoidance of doubt, the holding of any shares in the Borrower through a security trust shall not be considered a Change of Control under this clause (2) if Braskem S.A. has the power to, directly or indirectly, direct the management and/or policies of the Borrower.

"**Chapter 11 Cases**" has the meaning specified therefor in the recitals hereto.

"**Charges**" has the meaning ascribed to such term in Section 15.19.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Collateral**" means the following assets, now owned or hereafter acquired, purported to be subject to first priority priming Liens (other than Permitted Specified Liens) in favor of the Secured Parties pursuant to the Collateral Documents, as applicable, subject to the Carve-Out (as defined in the Interim DIP Order): (a) all assets of the Borrower and the Guarantors, including all trust assets, and all residual interests of the Borrower in Terminal Subsidiary (so long as no third-party consent is required on the date hereof for the pledge of such residual interests in Terminal Subsidiary), and (b) all Capital Stock of the Borrower.

"**Collateral Agent**" has the meaning ascribed to such term in the preamble of this Agreement.

"**Collateral Documents**" means the Mexican Security Documents and any other agreement ancillary to the foregoing or entered into by an Obligor that creates or purports to create a Lien for the benefit of the Secured Parties as required hereunder or thereunder and all other instruments, documents and agreements delivered by any Obligor pursuant to this Agreement or any of the other Loan Documents in order to grant to the Collateral Agent, for the benefit of the Secured Parties, a Lien on any Collateral as security for the Obligations.

"**Commitment**" means, as to each DIP Lender, the obligation of such DIP Lender to make, on and subject to the terms and conditions hereof, New Money Loans to the Borrower pursuant to Section 2.1 in an aggregate principal amount up to but not exceeding the amount set forth opposite the name of such DIP Lender on Schedule I or in the Assignment and Assumption Agreement pursuant to which such DIP Lender shall have assumed its commitment, as applicable, subject to any adjustment or reduction pursuant to the terms and conditions hereof. The Commitment of each DIP Lender is allocated between the Interim DIP Amount and the Final DIP Amount as set forth on Schedule I. The initial aggregate amount of the Commitments is U.S. $558,000,000.00. For avoidance of doubt, (i) the aggregate principal amount of the Commitments of each Initial DIP Lender shall be automatically reduced on the date on which any New Money Loans are made by any DIP Lender on a dollar-for-dollar basis based on the principal amount of such New Money Loans, (ii) the aggregate initial principal amount of Interim DIP Loans made by any or all of the DIP Lenders shall not exceed the Interim DIP Amount, (iii) the aggregate initial principal amount of Final DIP Loans made by any or all of the DIP Lenders shall not exceed the Final DIP Amount and (iv)

the initial aggregate amount of the Commitments relates solely to the New Money Loans and no DIP Lender shall have any Commitment in respect of any Roll-Up Loans and the Commitments shall not be reduced by, or applied against, the making of any Roll-Up Loans, which Roll-Up Loans shall be deemed made on a cashless basis in accordance with Section 2.4 in addition to (and not in reduction of) the Commitments.

"**Company**" has the meaning ascribed to such term in the Restructuring Support Agreement.

"**Corrective Action Plan**" means a written plan, approved by the Required DIP Lenders (such approval not being unreasonably withheld, delayed or denied), to correct any failure by an Obligor to comply in all respects with Environmental Law or remove, remedy, compensate, abate, mitigate, contain or otherwise respond to any Material Environmental or Social Incident, and that includes: (a) a description of the issue of material noncompliance or Material Environmental or Social Incident and the proposed actions to correct, and to remedy damages caused by, that material noncompliance, condition or Material Environmental or Social Incident; (b) the assignment of responsibility for implementing those proposed actions; (c) a schedule for implementing those proposed actions to remedy the identified material non-compliance, condition or Material Environmental or Social Incident, including the start date, the end date and key milestones; (d) an estimated cost for implementing those proposed actions or any other costs arising from the material non-compliance, condition or Material Environmental or Social Incident; and (e) proposed actions to reasonably prevent any similar non-compliance, condition or Material Environmental or Social Incident from occurring in the future.

"**Debt Rating**" means, at any time and with respect to any Person and any Rating Agency, the rating (if any) in effect at such time by such Rating Agency with respect to such Person's foreign currency global scale long-term unsecured, non-credit enhanced debt; *provided* that, if any of the Rating Agencies shall change the basis on which ratings are established or the nomenclature for ratings issued by it, each reference to the Debt Rating announced by any Rating Agency, as the case may be, shall refer to the then equivalent rating by such Rating Agency, as the case may be. The ratings in effect for any day are those in effect at the close of business on such day in New York City, New York, United States.

"**Default**" means any event or condition which constitutes an Event of Default or which upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

"**Defaulting DIP Lender**" means any DIP Lender that (a) has failed to (i) fund all or any portion of its Loans pursuant to Section 2.3 unless such DIP Lender notifies the Borrower in writing that such failure is the result of such DIP Lender's determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, or (ii) pay to any DIP Lender any other amount required to be paid by it hereunder within one (1) Business Day of the date when due (unless the payment is being disputed by the DIP Lender in good faith), (b) has notified the Borrower in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect (unless such writing or public statement relates to such DIP Lender's obligation to fund a Loan hereunder and states that such position is based on such DIP Lender's determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) has failed, within three (3) Business Days after written request by the Borrower or the Required DIP Lenders, to confirm in writing to the Borrower that it will comply with its prospective funding obligations hereunder (*provided* that such DIP Lender shall cease to be a Defaulting DIP Lender pursuant to this clause (c) upon receipt of such written confirmation by the Borrower), or (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under the Bankruptcy Code, (ii) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state

or federal regulatory authority acting in such a capacity, or (iii) become the subject of a Bail-In Action; *provided* that none of Braskem S.A. nor any of its Subsidiaries shall be deemed a Defaulting DIP Lender pursuant to this clause (d); *provided, further* that a DIP Lender shall not be a Defaulting DIP Lender solely by virtue of the ownership or acquisition of any Equity Interest in that DIP Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such DIP Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such DIP Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such DIP Lender. Any determination by the Required DIP Lenders that a DIP Lender is a Defaulting DIP Lender under clauses (a) through (d) above shall be conclusive and binding absent manifest error, and such DIP Lender shall be deemed to be a Defaulting DIP Lender upon delivery of written notice of such determination to the Borrower and each DIP Lender (*provided* that the presumption in favor of any such determination by the Required DIP Lenders shall not be deemed a limitation on the right of the Obligors to claim that a DIP Lender is a Defaulting DIP Lender under and pursuant to the terms of this Agreement).

"**Designated DIP Lender**" means Braskem Netherlands.

"**DIP Lender**" or "**DIP Lenders**" means each Person named as a "DIP Lender" on the signature pages hereof and any other Person that shall have become a "DIP Lender" hereunder pursuant to an assignment in accordance with Section 15.7, other than any such Person that ceases to be a party hereto pursuant to any such assignment.

"**DIP Motion**" means the *Debtors' Emergency Motion for Interim and Final Orders (i) Authorizing the Debtors to (a) Obtain Postpetition Financing and (b) Use Cash Collateral; (ii) Granting Liens and Providing Claims with Superpriority Administrative Expense Claims Status; (iii) Granting Adequate Protection to the Prepetition Secured Parties; (iv) Modifying the Automatic Stay; (v) Scheduling a Final Hearing, and (vi) Granting Related Relief*, filed by the Borrower prior to the Effective Date seeking Bankruptcy Court approval of this Agreement and other relief requested thereunder.

"**DIP Orders**" means the Interim DIP Order and, upon entry thereof, the Final DIP Order, as applicable.

"**DIP Superpriority Claims**" means allowed superpriority expense claims pursuant to Bankruptcy Code Sections 364(c)(1), 503 and 507 granted by the DIP Orders.

"**Disbursement Date**" has the meaning ascribed to such term in Section 2.2.

"**Disqualified Stock**" means that portion of any Capital Stock which, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable at the option of the holder thereof), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or is redeemable at the sole option of the holder thereof.

"**Dollars**" or "**U.S. $**" means the lawful currency of the United States.

"**EEA Financial Institution**" means (a) any credit institution or investment firm established in any EEA Member Country that is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country that is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country that is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"**EEA Member Country**" means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"**EEA Resolution Authority**" means any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"**Effective Budget**" means, initially, the Initial DIP Budget and thereafter, the most recent budget for the Borrower and the other Debtors substantially in the form of the Initial DIP Budget for the following 13 calendar weeks delivered by the Borrower and approved in accordance with Section 9.4(a)(iv); *provided* that if the Required DIP Lenders and the Requisite Prepetition Secured Creditors do not approve such Effective Budget in accordance with Section 9.4(a)(iv), the Obligors, the Required DIP Lenders and the Requisite Prepetition Secured Creditors will work in good faith to reconcile the Effective Budget.

"**Effective Date**" has the meaning ascribed to such term in Section 7.1.

"**Eligible Assignee**" means (a) prior to the occurrence of an Event of Default pursuant to Section 12.1(a), any Person (other than a natural person or any holding company or trust established for the primary benefit of a natural person) that is (i) a DIP Lender, an affiliate of any DIP Lender or a Related Fund (any two or more Related Funds being treated as a single Eligible Assignee for all purposes hereof), or (ii) a commercial bank, insurance company, investment or mutual fund or other entity that is an "accredited investor" (as defined in Regulation D under the Securities Act), central bank and which extends credit or buys loans in the ordinary course of business or other regulated or regulating financing institution that is a Qualified Entity or Mexican Financial Institution and (b) after the occurrence of an Event of Default pursuant to Section 12.1(a), any Person other than a natural person (including any holding company or trust established for the primary benefit of a natural person), in the case of each of clause (a) and (b) if the Restructuring Support Agreement is currently in effect and has not been terminated, that is reasonably acceptable to the Required Consenting Creditors (it being understood that each of the Eligible Assignees identified to the Required Consenting Creditors in writing (email being sufficient) prior to the Effective Date is reasonably acceptable to the Required Consenting Creditors); *provided*, none of the Borrower or any of its Subsidiaries or any Defaulting DIP Lender shall be an Eligible Assignee.

"**Eligible Prepetition Claims**" means, with respect to any DIP Lender, the aggregate outstanding principal amount of, together with accrued and unpaid interest on, the secured claims held by such DIP Lender, directly or indirectly, or by any Affiliate, designee or beneficial holder thereof, as of the Petition Date under the Prepetition Financing Documents, in each case in the amount set forth opposite the name of such DIP Lender on Schedule I. For the avoidance of doubt, (a) no claim held by any Person that is not a DIP Lender or an Affiliate, designee or beneficial holder of such DIP Lender and (b) no claim in respect of any Prepetition Indebtedness other than Prepetition Financing Documents, shall constitute an Eligible Prepetition Claim or otherwise be subject to the roll-up contemplated by Section 2.4.

"**Entitled Person**" has the meaning ascribed to such term in Section 15.3(b).

"**Environmental Claim**" means any written notice, claim, administrative, regulatory or judicial action, suit, proceeding, judgment or demand, including those requesting injunctive or equitable relief, or alleging, asserting or initiating a formal investigation or inquiry by or before any applicable Governmental Authority, with respect to any liability arising under, or any noncompliance with, any Environmental Law, including any liability for investigatory costs, corrective, rehabilitation, reclamation or restoration costs, cleanup costs, governmental response costs, contribution, cost recovery, damages to the environment, surface water, groundwater, wetlands, air quality, wildlife, natural resources or other Property, personal injuries, fines or penalties pursuant to any Environmental Law arising out of or based on (a) the presence,

Use, exposure to, or Release or threatened Release of any Hazardous Material at any location, (b) any violation of any Environmental Law or (c) any other environmental or social matter applicable to any Obligor.

"**Environmental Laws**" has the meaning ascribed to such term in Section 8.26(a).

"**Equity Interests**" means any and all shares, interests, participations or other equivalents (however designated) of Capital Stock of a corporation, partes sociales of a Mexican limited responsibility corporation, any and all equivalent ownership interests in a Person, including partnership interests, limited liability company interests, membership interests, trust rights (*derechos fiduciarios*) in a trust, and any and all warrants, rights or options to purchase or other arrangements or rights to acquire any of the foregoing.

"**EU Bail-In Legislation Schedule**" means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

"**Event of Default**" has the meaning ascribed to such term in Section 12.1.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

"**Excluded Taxes**" means, with respect to any Recipient, (i) Taxes imposed on or measured by its overall net income (however denominated), franchise taxes and branch profit taxes imposed on it (in lieu of net income taxes), in each case, by the jurisdiction (or any political subdivision thereof) under the applicable Law of which such Recipient is organized, is considered a resident for tax purposes, or in which its principal office is located or, in the case of any DIP Lender, in which its applicable lending office is located, (ii) Other Connection Taxes, (iii) any Mexican withholding Taxes imposed on amounts payable under any Loan Document to such Recipient in excess of the withholding tax rate that would have been imposed had such Recipient been a Qualified Entity on the date on which the Recipient becomes a Recipient hereunder (or changes its lending office), other than (1) pursuant to a request by the Borrower pursuant to Section 5.1(g) or (2) to the extent that amounts with respect to such Taxes were payable either to the Recipient's assignor immediately before the DIP Lender became a party hereto or to the Recipient immediately before it changed its lending office, (iv) any Taxes attributable to any Recipient's failure to comply with Section 5.1(d), and (v) any United States federal withholding Taxes imposed pursuant to FATCA.

"**Executive Order**" means Executive Order No. 13224 of September 23, 2001 - Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten To Commit, or Support Terrorism.

"**Fair Market Value**" means, with respect to any asset, the price (after taking into account any liabilities relating to such assets) which could be negotiated in an arm's-length free market transaction among non-affiliated Persons, for cash, between a willing seller and a willing and able buyer, neither of which is under any compulsion to complete the transaction; *provided*, that the Fair Market Value of any such asset or assets will be determined conclusively by the management of the Borrower acting in good faith.

"**Fast-Track Solution**" means the loading, storage and transportation of ethane to the Borrower's facilities pursuant to the agreement signed between the Borrower, Smart Pass and Enestas on September 20, 2019, or any other agreement providing for such services to the Borrower's facilities (or any replacement thereof).

"**FATCA**" means (i) Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to

comply with) and any current or future regulations thereunder or official interpretations thereof, (ii) any treaty, law, regulation or other official guidance enacted in any other jurisdiction, or relating to an intergovernmental agreement between the United States and any other jurisdiction which (in either case) facilitates the implementation of the preceding item (i), or (iii) any agreements entered into pursuant to the implementation of the preceding items (i) or (ii) with the United States Internal Revenue Service, the United States Government or any governmental or taxation authority under any other jurisdiction.

"**FCPA**" has the meaning ascribed to such term in Section 8.19.

"**Federal Funds Rate**" means, for any day, the greater of (a) the rate calculated by the Federal Reserve Bank of New York based on such day's Federal funds transactions by depositary institutions (as determined in such manner as the Federal Reserve Bank of New York shall set forth on its public website from time to time) and published on the next succeeding Business Day by the Federal Reserve Bank of New York as the Federal funds effective rate and (b) 0%.

"**Fitch**" means Fitch, Inc.

"**Final DIP Amount**" has the meaning ascribed to such term in Section 2.1.

"**Final DIP Disbursement Date**" means the date on which the Final DIP Loan is funded in accordance with the terms hereof.

"**Final DIP Loans**" has the meaning ascribed to such term in Section 2.1.

"**Final DIP Order**" means a final order of the Bankruptcy Court in the Chapter 11 Cases authorizing and approving this Agreement and the other Loan Documents under Sections 364(c) and (d) of the Bankruptcy Code on a final basis in form and substance reasonably satisfactory to the Required DIP Lenders and the Required Consenting Creditors and otherwise consistent with the Restructuring Support Agreement.

"**Final DIP Order Entry Date**" means the date on which the Final DIP Order is entered by the Bankruptcy Court.

"**Final Roll-Up Loans**" has the meaning ascribed to such term in Section 2.4(a).

"**First Day Pleadings**" has the meaning ascribed to such term in the Restructuring Support Agreement.

"**Government Approval**" means any authorization, approval, consent, franchise, license, order, ruling, permit, certification, waiver, exemption, variance, notice, declaration or similar right, undertaking, claim, order, judgment, or decree of, to or by, or any filing, qualification or registration with, any Governmental Authority, in each case necessary in connection with the ownership, operation, improvement, expansion, financing, maintenance, repair, and/or leasing of any Obligor's respective Properties or facilities, to the extent not (i) routine, (ii) ministerial in nature and (iii) otherwise immaterial to the applicable Property or facility.

"**Governmental Authority**" means the government of Mexico or any other nation or any political subdivision thereof, whether federal, state or local, and any agency, authority, instrumentality, ministry, administrative department, commission, bureau, board, regulatory authority, registry, corporation or other governmental body or entity, judicial or administrative body or court exercising powers or functions pertaining to government (including, without limitation, banking and taxing authorities).

"**Guarantee**" means any obligation, contingent or otherwise, of any Person directly or indirectly guaranteeing any Indebtedness of any other Person, direct or indirect, contingent or otherwise, or entered into for the purpose of assuring in any other manner the obligee of such Indebtedness of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part); provided, however, that the term "guarantee" shall not include endorsements for collection or deposit in the ordinary course of business, and shall not apply to a guarantee of intercompany Indebtedness among the Borrower and its Restricted Subsidiaries or among the Borrower's Restricted Subsidiaries. The term "guarantee" used as a verb has a corresponding meaning.

"**Guarantor Accession Agreement**" means an accession agreement to be entered into by any Person that becomes a Guarantor after the Effective Date, pursuant to which each such Guarantor accedes to this Agreement and assumes all obligations herein as a "Guarantor", which shall be substantially in the form attached hereto as Exhibit C.

"**Guarantors**" means any Subsidiary of the Borrower that becomes a Guarantor in accordance with Section 10.10(b). For avoidance of doubt, the Guarantors as of the Effective Date are Braskem Idesa Ethane and Braskem Idesa Servicios.

"**Guaranty**" means the guaranty set forth in Article XI provided by any Guarantor for the benefit of the DIP Lenders.

"**Hazardous Material**" means: (a) any petroleum or petroleum products or fractions thereof, explosives, radioactive materials, asbestos, urea formaldehyde foam insulation, per- or polyfluoroalkyl substances, and polychlorinated biphenyls (PCBs) and (b) any chemicals, materials, substances or wastes which are defined, listed or regulated as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "extremely hazardous wastes", "restricted hazardous wastes", "toxic substances", "toxic pollutants", "contaminants", "pollutants" or words of similar import and meaning under any applicable Environmental Law.

"**Hedging Obligations**" of any Person means the obligations of such Person pursuant to any interest rate agreement, currency agreement or commodity hedging agreement.

"**HMT**" means His Majesty's Treasury of the United Kingdom.

"**IFRS**" means the International Financial Reporting Standards as adopted by the International Accounting Standards Board, as in effect from time to time.

"**Incur**" means, with respect to any Indebtedness or other obligation of any Person, to create, issue, Incur (including by conversion, exchange or otherwise), assume, guarantee, or otherwise become liable directly or indirectly, contingently or otherwise, in respect of such Indebtedness or other obligation on the balance sheet of such Person (and "**Incurred**" and "**Incurrence**" will have meanings correlative to the preceding).

"**Indebtedness**" means, with respect to any specified Person, any indebtedness of such Person (excluding accrued expenses and trade payables, except as provided in clause (5) below), whether or not contingent:

(1) in respect of borrowed money;

(2) evidenced by bonds, notes, debentures or similar instruments;

(3) all reimbursement obligations of such Person in respect of the face amount of letters of credit or other similar instruments (other than letters of credit or similar credit transactions arising in the ordinary course of business to the extent not drawn upon or, if drawn upon, to the extent repaid within thirty (30) Business Days);

(4) in respect of banker's acceptances;

(5) obligations representing the balance of deferred and unpaid purchase price obligations representing the balance of deferred and unpaid purchase price of any Property or services with a scheduled due date more than six months after such Property is acquired or such services are completed;

(6) without duplication, all Capitalized Lease Obligations and all Attributable Debt of such Person; or

(7) representing the net amount owing under any Hedging Obligations;

if and to the extent any of the preceding items (other than letters of credit) would appear as a liability upon a balance sheet of the specified Person prepared in accordance with IFRS; *provided*, that obligations Incurred in the ordinary course under a take-or-pay contract related to the supply of ethane will not be considered as Indebtedness under this definition. In addition, the term "Indebtedness" includes all Indebtedness of others secured by a Lien on any asset of the specified Person (whether or not such Indebtedness is assumed by the specified Person) and, to the extent not otherwise included, the guarantee by the specified Person of any Indebtedness of any other Person; *provided*, that the amount of such Indebtedness shall be deemed not to exceed the lesser of the amount secured by such Lien and the value of the Person's Property securing such Lien. Notwithstanding the above provisions of this definition, in no event shall (a) any lease, concession or license of Property (or guarantee thereof) which would be considered an operating lease under IFRS as in effect on the Effective Date Incurred prior to the Effective Date or in the ordinary course of business or consistent with past practice, (b) any Subordinated Shareholder Loan, or (c) any exchange of Qualified Capital Stock for a Subordinated Shareholder Loan, constitute Indebtedness.

"**Indemnified Party**" has the meaning ascribed to such term in Section 14.4(a).

"**Indemnified Taxes**" means (a) all Taxes other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of the Borrower under any Loan Document and (b) to the extent not otherwise described in clause (a), Other Taxes.

"**Information**" has the meaning ascribed to such term in Section 15.13.

"**Initial DIP Budget**" means a projected statement of receipts and operating disbursements (including ordinary course operating expenses, non-operating disbursements and bankruptcy expenses) and weekly projected Liquidity for the Borrower and the other Debtors as of the Petition Date for the following 13 calendar weeks, including the anticipated uses of the New Money Loans, in each case acceptable to the DIP Lenders and the Requisite Prepetition Secured Creditors (it being understood that the Initial DIP Budget attached to Interim DIP Order as Schedule 1 is acceptable to the Requisite Prepetition Secured Creditors), attached as Exhibit G hereto and delivered pursuant to Section 7.1(i).

"**Initial DIP Lenders**" means, collectively, Braskem Netherlands and Braskem America.

"**Intellectual Property Rights**" has the meaning ascribed to such term in Section 8.22(a).

"**Interest Payment Date**" means the Scheduled Maturity Date, including any acceleration thereof, and any earlier date on which any or all of the Obligations are required to be repaid or prepaid.

"**Interim DIP Amount**" has the meaning ascribed to such term in Section 2.1.

"**Interim DIP Loans**" has the meaning ascribed to such term in Section 2.1.

"**Interim DIP Order**" means the order of the Bankruptcy Court in the Chapter 11 Cases authorizing and approving this Agreement and the other Loan Documents for an interim period under sections 364(c) and (d) of the Bankruptcy Code, in the form attached as Exhibit I hereto or otherwise in form and substance reasonably satisfactory to the Required DIP Lenders and the Required Consenting Creditors (it being understood that the Interim DIP Order attached to the DIP Motion is reasonably acceptable to the Required Consenting Creditors) and otherwise consistent with the Restructuring Support Agreement.

"**Interim Roll-Up Loans**" has the meaning ascribed to such term in Section 2.4(a).

"**Investment**" means, with respect to any Person, any:

(a) direct or indirect loan, advance or other extension of credit (including, without limitation, a guarantee, an irrevocable capital contribution with respect to a future issuance of equity securities and the purchase of property from a Person subject to an understanding or agreement, contingent or otherwise, to resell such property to such Person) to any other Person (other than advances or extensions of credit to customers in the ordinary course of business);

(b) capital contribution (by means of any transfer of cash or other property to others or any payment for property or services for the account or use of others) to any other Person; or

(c) any purchase or acquisition by such Person of any Capital Stock, bonds, notes, debentures or other securities or evidence of Indebtedness issued by any other Person;

provided, *however*, that "Investment" shall exclude accounts receivable or deposits arising in the ordinary course of business.

If the Borrower or any Restricted Subsidiary sells or otherwise disposes of any Capital Stock of a Restricted Subsidiary (including any issuance and sale of Capital Stock by a Restricted Subsidiary) such that, after giving effect to any such sale or disposition, such Restricted Subsidiary would cease to be a Subsidiary of the Borrower, the Borrower will be deemed to have made an Investment on the date of any such sale or disposition equal to the sum of the Fair Market Value of the Capital Stock of such former Restricted Subsidiary held by the Borrower or any Restricted Subsidiary immediately following such sale or other disposition and the amount of any Indebtedness of such former Restricted Subsidiary Guaranteed by the Borrower or any Restricted Subsidiary or owed to the Borrower or any other Restricted Subsidiary immediately following such sale or other disposition.

"**Judgment Currency**" has the meaning ascribed to such term in Section 15.3(b).

"**Knowledge**" means with respect to any Obligor, the earlier of actual knowledge of, or receipt of notice by, an Authorized Officer of such Obligor with respect to a matter relating to such Obligor's business.

"**Laws**" means, collectively, all international, foreign, federal, state and local or municipal statutes, treaties, rules, guidelines, regulations, ordinances, technical standards (*normas técnicas*), official norms (*normas oficiales mexicanas*), codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements (including all agreements with respect to the resolution of outstanding legal proceedings and investigations) with, any Governmental Authority, in each case whether or not having the force of law.

"**Lending Branch**" means, with respect to any DIP Lender, the office of such DIP Lender as such DIP Lender last designated as its lending branch for purposes of this Agreement by notice to the Borrower.

"**Lien**" means, with respect to any asset, (a) any mortgage, deed of trust, *fideicomiso de garantía y de administración y/o fuente de pago*, *fideicomiso de garantía*, pledge, lien, security interest, encumbrance, conditional sale, charge or security interest in, on or of such asset, or (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing having substantially the same economic effect as any of the foregoing) related to such asset.

"**Liquidity**" means, at any time, an amount equal to the amount of total Unrestricted Cash held by the Borrower and its Subsidiaries that are Guarantors and Debtors.

"**Loan Documents**" means (a) the DIP Orders, (b) this Agreement and each and any other instrument or certificate executed or delivered pursuant thereto or in furtherance thereof and (c) the Collateral Documents.

"**Loans**" means New Money Loans (comprising the Interim DIP Loans and Final DIP Loans) and the Roll-Up Loans.

"**Material Adverse Effect**" means (a) a material adverse effect on the business, financial condition or operations of the Obligors, taken as a whole since the Petition Date but excluding any matters publicly disclosed or otherwise disclosed in writing to the DIP Lenders, in each case prior to the filing of the Chapter 11 Cases and excluding the effect of the filing of the Chapter 11 Cases and the events leading up to the filing of the Chapter 11 Cases; or (b) a material adverse effect on (i) the ability of the Obligors, taken as a whole, to perform their payment obligations under any of the Loan Documents, (ii) the validity or enforceability of any of the Loan Documents against any Obligor, or (iii) the rights and remedies of any DIP Lender under the applicable Loan Documents.

"**Material Environmental or Social Incident**" means an incident or accident relating to the Property of any Obligor in respect of which Environmental Law requires such Obligor to undertake corrective or remedial action and that has the following impacts in any of the categories specified:

(1) on health: death or serious injury or serious health damage;

(2) on society: destruction or material damage to a site or object of cultural or religious significance, serious social conflict within the community, or resettlement of a local population; or

(3) on the environment: serious or material damage to the environment.

"**Maturity Date Extension Conditions**" means (i) that the Borrower shall have delivered to the DIP Lenders a written request to extend the Scheduled Maturity Date in substantially the form attached

hereto as Exhibit J (the "**Maturity Date Extension Request**") and (ii) substantially concurrently with the delivery of the Maturity Date Extension Request, no Default or Event of Default under the Loan Documents shall have occurred and be continuing.

"**Maximum Rate**" has the meaning ascribed to such term in Section 15.19.

"**Mexican Financial Institution**" means a financial institution that qualifies as such pursuant to Article 7 of the Mexican Income Tax Law or any other entity duly authorized by the National Banking and Securities Commission (*Comisión Nacional Bancaria y de Valores* or CNBV), the Bank of Mexico (*Banco de México*), or any other competent Mexican financial authority to extend credit or acquire loan portfolios.

"**Mexican Guarantor**" means each Guarantor incorporated or organized pursuant to the laws of Mexico.

"**Mexican Income Tax Law**" means the *Ley del Impuesto sobre la Renta* published in the *Diario Oficial de la Federación* (Official Gazette of the Federation) on December 11, 2013, as amended, and its applicable regulations.

"**Mexican Non-Possessory Pledge Agreement**" means the non-possessory pledge agreement (*contrato de prenda sin transmisión de posesión*) originally entered into on March 6, 2013, as amended and restated on October 20, 2021, among the Borrower, as pledgor, and Deutsche Bank Trust Company Americas as collateral agent for the benefit of the secured parties thereto, as pledgee, with respect to the Physical Assets.

"**Mexican Non-Possessory Pledge Amendment**" means that certain amendment to the Mexican Non-Possessory Pledge Agreement, for the purpose of introducing the Collateral Agent as first priority pledgee as collateral agent for the benefit of the Secured Parties and giving effect to the priorities established by, and certain other terms and conditions of, the Interim DIP Order, as contemplated by the Interim DIP Order, in the form attached hereto as Exhibit K.

"**Mexican Pesos**" or "**Pesos**" means the lawful currency of Mexico.

"**Mexican Security Amendments**" means the Mexican Non-Possessory Pledge Amendment, the Mexican Share Pledge Amendment and the Mexican Security Trust Amendment.

"**Mexican Security Documents**" means the Mexican Security Trust Agreement, the Mexican Non-Possessory Pledge Agreement, the Mexican Share Pledge Agreement and the Mexican Security Amendments.

"**Mexican Security Trust Agreement**" means the irrevocable security and administration trust agreement (*contrato de fideicomiso irrevocable de garantía y administración*), originally entered into on March 6, 2013 and originally identified as F/1611, as amended and restated on October 20, 2021 and May 13, 2025, among the Borrower and certain other parties, as settlors and second place beneficiaries, the Mexican Security Trustee, as trustee, and Deutsche Bank Trust Company Americas as collateral agent for the benefit of the secured parties thereto, as first priority beneficiary, with respect to the Trust Estate.

"**Mexican Security Trust Amendment**" means that certain amendment to the Mexican Security Trust Agreement, for the purpose of introducing the Collateral Agent as first priority beneficiary as collateral agent for the benefit of the Secured Parties and giving effect to the priorities established by, and certain other terms and conditions of, the Interim DIP Order, as contemplated by the Interim DIP Order, in the form attached hereto as Exhibit L.

"**Mexican Security Trustee**" means Banco Multiva, S.A., Institución de Banca Múltiple, Grupo Financiero Multiva (as successor of CIBanco, S.A., Institución de Banca Múltiple), a Mexican banking institution organized and existing under the laws of Mexico acting as trustee under the Mexican Security Trust Agreement, or any other financial institution that substitutes it as trustee under the Mexican Security Trust Agreement.

"**Mexican Share Pledge Agreement**" means the share pledge agreement (*contrato de prenda sobre acciones*) originally entered into on March 6, 2013, among Braskem, S.A., Etileno XXI S.A de C.V. ("**Etileno XXI**"), as pledgors, and Deutsche Bank Trust Company Americas as collateral agent for the benefit of the secured parties thereto, as pledgee, the Borrower and Braskem Idesa Servicios, with respect to the Pledged Shares.

"**Mexican Share Pledge Amendment**" means that certain amendment to the Mexican Share Pledge Agreement, for the purpose of introducing the Collateral Agent as first priority pledgee as collateral agent for the benefit of the Secured Parties and giving effect to the priorities established by, and certain other terms and conditions of, the Interim DIP Order, as contemplated by the Interim DIP Order, in the form attached hereto as Exhibit M.

"Mexican Tax Documentation" means, if the DIP Lender or any other Recipient is subject to a tax reduction or exemption pursuant to a double taxation treaty to which Mexico is a contracting state, (a) a valid and current tax residence certificate issued by the competent authority of the jurisdiction in which such Recipient is resident (or any equivalent document); *provided* that a tax residence certificate from the immediately preceding fiscal year along with a copy of the receipt of the filing of the latest income tax return may be furnished, together with reasonable evidence of a request for a tax residence certificate for the current fiscal year, which such current year certificate shall be furnished to the Borrower reasonably promptly after receipt; (b) a letter confirming that such Recipient, as applicable, is the beneficial owner of such payment substantially in the form of attached hereto as **Exhibit N**, and (c) if applicable, any other documentation required pursuant to such convention to claim the benefits included therein reasonably requested by the Borrower.

"**Mexican Tax Invoice**" has the meaning ascribed to such term in Section 5.1(i).

"**Mexico**" means the United Mexican States.

"**Milestone**" has the meaning ascribed to such term in the Restructuring Support Agreement.

"**Monthly Reporting Date**" means the last Business Day of each calendar month.

"**Moody's**" means Moody's Investors Service, Inc.

"**Net Cash Proceeds**" means, with respect to any Asset Sale, the proceeds in the form of cash or Cash Equivalents, including payments in respect of deferred payment obligations when received in the form of cash or Cash Equivalents received by the Borrower or any of its Restricted Subsidiaries from such Asset Sale, net of:

(1) out-of-pocket expenses and fees relating to such Asset Sale (including, without limitation, legal, accounting and investment banking fees, brokerage commissions and sales commissions);

(2) taxes paid or payable in respect of such Asset Sale after taking into account any reduction in consolidated tax liability due to available tax credits or deductions and any tax sharing arrangements;

(3) all distributions and other payments required to be made to any minority interest holder in a Subsidiary or joint venture as a result of such Asset Sale; and

(4) appropriate amounts to be provided by the Borrower or any Restricted Subsidiary, as the case may be, as a reserve, against any liabilities associated with such Asset Sale and retained by the Borrower or any Restricted Subsidiary, as the case may be, after such Asset Sale, including, without limitation, pension and other post-employment benefit liabilities, liabilities related to environmental matters and liabilities under any indemnification obligations associated with such Asset Sale, but excluding any reserves with respect to Indebtedness.

"**New Money Loans**" means, collectively, the Interim DIP Loans and the Final DIP Loans made by the DIP Lenders to the Borrower pursuant to Section 2.1. For the avoidance of doubt, the Roll-Up Loans do not constitute New Money Loans and no Roll-Up Loan shall be counted against the aggregate amount of the Commitments.

"**Note**" means a *pagaré*, including the legend "*no negociable*", a Mexican negotiable instrument regulated by the Mexican General Law for Negotiable Instruments and Credit Transactions (*Ley General de Título y Operaciones de Crédito*) substantially in the form of Exhibit A, evidencing the obligation of the Borrower to repay the Loans.

"**Notice of Borrowing**" has the meaning ascribed to such term in Section 2.2.

"**Obligations**" means all New Money Loans, Roll-Up Loans and all other amounts owing to the DIP Lenders pursuant to the terms of this Agreement or any other Loan Document (including with respect to principal, interest fees, indemnification or reimbursement obligations, guaranty obligations or otherwise), whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Obligor or any Affiliate thereof of any proceeding under the Bankruptcy Code (or any similar debtor relief laws) naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding.

"**Obligor**" means the Borrower and each of the Guarantors.

"**OFAC**" means the Office of Foreign Assets Control of the U.S. Department of the Treasury.

"**Officer's Certificate**" means a certificate signed on behalf of the Borrower by an Authorized Officer or manager of the Borrower on or on behalf of any other Person, as the case may be, that meets the requirements set forth herein.

"**Organizational Documents**" means, with respect to any Person, (i) in the case of a corporation organized under the laws of Mexico, its *escritura constitutiva* with its *estatutos sociales*, (ii) in the case of any other corporation, the articles or certificate of incorporation and by-laws (or similar documents) of such Person, (iii) in the case of any limited liability company, the certificate of formation and operating agreement (or similar documents) of such Person, (iv) in the case of any limited partnership, the certificate of formation and limited partnership agreement (or similar documents) of such Person, (v) in the case of

any general partnership, the partnership agreement (or similar document) of such Person and (vi) in any other case, the functional equivalent of the foregoing.

"**Other Connection Taxes**" means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

"**Other Taxes**" has the meaning ascribed to such term in Section 5.2.

"**Pari Passu Debt**" has the meaning ascribed to such term in Section 10.4(b)(xii).

"**Pari Passu Debt Cap**" means U.S. $150,000,000.

"**Participant**" has the meaning ascribed to such term in Section 15.7(b)(iii).

"**Participant Register**" has the meaning ascribed to such term in Section 15.7(c).

"**Patriot Act**" means the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)).

"**Payment Default**" has the meaning ascribed to such term in Section 12.1(e).

"**Permitted Business**" means (i) the business or businesses conducted by the Borrower and its Subsidiaries as of the Effective Date, (ii) any business related to the Terminal and the Terminal Subsidiary, the Fast-Track Solution, and/or the Potential Cracker Expansion, (iii) any business related to the production, purchase and sale of petrochemical products and other activities necessary for the Borrower or any of its Subsidiaries to support their clients, suppliers, logistics and other infrastructure related to such business and (iv) any business reasonably ancillary, complementary, similar or related to the business or businesses provided for in clauses (i) through (iii) above.

"**Permitted Indebtedness**" has the meaning ascribed to such term in Section 10.4(b).

"**Permitted Investment**" means any of the following:

(1) Investments by the Borrower or any Restricted Subsidiary in any Person that is, or that result in any Person becoming, immediately after such Investment, a Restricted Subsidiary or constituting a merger or consolidation of such Person into the Borrower or with or into a Restricted Subsidiary;

(2) Investments acquired from a Person which is merged with or into the Borrower or any Restricted Subsidiary, or any Investment of any Person existing at the time such Person becomes a Restricted Subsidiary;

(3) Investments in the Capital Stock of a Restricted Subsidiary (other than Investments acquired from an Affiliate of the Borrower (other than a Restricted Subsidiary));

(4) Investments by any Restricted Subsidiary in the Borrower;

(5) Investments in cash and Cash Equivalents;

(6) any Investment existing or made pursuant to agreements or arrangements in effect on the Effective Date, or any Investment consisting of an extension, modification or renewal of any Investment in existence as of the Effective Date (but not Investments involving additional advances, contributions or other investments of cash or property or other increases thereof, other than as a result of the accrual or accretion of interest or original issue discount or payment-in-kind pursuant to the terms of such Investment as of the Effective Date);

(7) [reserved];

(8) Investments to the extent made with Capital Stock of the Borrower (other than Disqualified Stock);

(9) [reserved];

(10) Investments received as a result of the bankruptcy or reorganization of any Person or taken in settlement of or other resolution of claims or disputes, and, in each case, extensions, modifications and renewals thereof;

(11) [reserved];

(12) Investments in the form of Hedging Obligations permitted under Section 10.4(b)(v);

(13) receivables owing to the Borrower or any Restricted Subsidiary if created or acquired in the ordinary course of business consistent with past practices and payable or dischargeable in accordance with customary trade terms; *provided* that such trade terms may include such concessionary trade terms as the Borrower or any such Restricted Subsidiary deems reasonable under the circumstances;

(14) payments in respect of insurance or insurance premiums in the ordinary course of business;

(15) [reserved];

(16) payroll, travel, entertainment, relocation and similar advances to employees, directors, officers or consultants that are expected at the time of such advances ultimately to be treated as expenses for accounting purposes and that are made in the ordinary course of business;

(17) loans or advances to, or Guarantees of loans or advances made to, employees, directors, officers or consultants made in the ordinary course of business consistent with past practices of the Borrower or any Restricted Subsidiary of the Borrower in an aggregate principal amount not to exceed U.S. $1,000,000 at any one time outstanding;

(18) Guarantees of Indebtedness permitted under Section 10.7;

(19) Investments in any Person to the extent such Investments consist of prepaid expenses, negotiable instruments held for collection and lease, utility and workers' compensation, performance and other similar deposits made in the ordinary course of business by the Borrower or any Restricted Subsidiary;

(20) Investments in Capital Stock, obligations or securities received in settlement of debts created in the ordinary course of business and owing to the Borrower or any Restricted Subsidiary or in satisfaction of judgments;

(21) Investments that are made in accordance with the Effective Budget (including Permitted Variances thereto); and

(22) other Investments not to exceed U.S. $1,000,000 at any one time outstanding

"**Permitted Liens**" means:

(i) [reserved];

(ii) [reserved];

(iii) [reserved];

(iv) any Lien in favor of the Borrower;

(v) any Lien created for the benefit of or to secure the obligations under this Agreement granted solely for the benefit of the DIP Lenders (or any agent acting on their behalf);

(vi) any Lien existing on the Effective Date and any other Lien created pursuant to the Collateral Documents, which, in each case, shall include those Liens securing the Collateral under the Prepetition Indebtedness;

(vii) Liens for taxes, assessments or governmental charges or levies if such taxes, assessments, governmental charges or levies are not at the time due and payable, or if the same are being contested in good faith by appropriate proceedings and appropriate provisions, if any, have been established as required by IFRS;

(viii) Liens securing judgments for the payment of money not constituting a default under this Agreement if the same are being contested in good faith by appropriate proceedings and appropriate provisions, if any, have been established as required by IFRS;

(ix) [Reserved];

(x) any easements, rights-of-way, restrictions and other similar Liens Incurred in the ordinary course of business which, individually or in the aggregate, are not substantial in amount and which do not in any case materially impair the value of the property subject thereto or interfere with the ordinary conduct of the business of the Borrower;

(xi) any Lien in favor of any owner or licensor over any intellectual property;

(xii) Liens securing Pari Passu Debt permitted to be Incurred pursuant to clause (xii) of the definition of "Permitted Indebtedness", which Liens shall rank pari passu with, and shall not be senior to, the Liens securing the Obligations pursuant to an intercreditor agreement reasonably acceptable to the Required DIP Lenders;

(xiii) any right of set-off or counterclaim expressly provided for pursuant to this Agreement;

(xiv) any Lien to secure Indebtedness permitted to be Incurred pursuant to clause (vi) (to the extent such Lien is limited to the subject matter of such letters of credit, banker's acceptances, performance bonds, appeal bonds, surety bonds, bid bonds and other similar bonds) of the definition of "Permitted Indebtedness"; and

(xv) Liens granted pursuant to any DIP Order (including Liens granted to provide adequate protection and the Carve Out (as defined in the Interim DIP Order).

"**Permitted Specified Liens**" means Permitted Liens other than those described in clauses (vi) and (xiv) of the definition of Permitted Liens.

"**Permitted Variance**" means, during any Testing Period, not more than 15% above the aggregate operating disbursements in the then-Effective Budget.

"**Person**" means any natural person, corporation, *sociedad*, partnership, joint venture, trust, limited liability company, unincorporated organization or Governmental Authority.

"**Petition Date**" means August 17, 2026.

"Petrochemical Complex" means, collectively, (i) the Borrower's 1050 kt/y ethane cracker to produce ethylene based on Technip technology, (ii) two high density polyethylene plants using Ineos Innovene S technology and a low density polyethylene plant using Basell Lupotech T technology integrated with the Petrochemical Complex and (iii) one low density polyethylene plant, having an aggregate capacity of 1050 kt/y.

"**Physical Assets**" means (i) the Borrower's tangible moveable assets located in Nanchital de Lázaro Cárdenas del Río, Veracruz, including any assets and properties that replace any of the foregoing or that become attached, affixed or otherwise accede any of the foregoing, in each case after the Effective Date and (ii) all of the Borrower's polyethylene resin inventory.

"**Plan of Reorganization**" means a plan of reorganization with respect to the Obligors and their Subsidiaries pursuant to the Chapter 11 Cases.

"**Pledged Shares**" means one (1) Series "A" share representative of the Capital Stock of the Borrower owned by Braskem S.A., and one (1) Series "1" share representative of the Capital Stock of Braskem Idesa Servicios owned by Etileno XXI.

"**Potential Cracker Expansion**" means the potential construction of an additional furnace at the Borrower's cracker, including any accessories and polyethylene plant, including any investment necessary at the cracker or polyethylene plants to perform such expansion.

"**Preferred Stock**" means, with respect to any Person, any Capital Stock of such Person that has preferential rights over any other Capital Stock of such Person with respect to dividends, distributions or redemptions or upon liquidation.

"**Prepetition 2029 Indenture**" means that certain Indenture, dated as of December 2, 2019, by and between the Borrower, as issuer, and Deutsche Bank Trust Company Americas, as trustee, and as amended, restated, supplemented or modified from time to time.

"**Prepetition 2029 Notes**" means the U.S. $900,000,000 in the aggregate principal amount 7.450% senior secured notes due 2029 issued by the Borrower under the Prepetition 2029 Indenture, as such amount might be increased in accordance with the Prepetition 2029 Indenture.

"**Prepetition 2032 Indenture**" means that certain Indenture, dated as of October 20, 2021, by and between the Borrower, as issuer, and The Bank of New York Mellon, as trustee, and as amended, restated, supplemented or modified from time to time.

"**Prepetition 2032 Notes**" means the U.S. $1,200,000,000 in the aggregate principal amount 6.990% senior secured notes due 2032 issued by the Borrower under the Prepetition 2032 Indenture, as such amount might be increased in accordance with the Prepetition 2032 Indenture.

"**Prepetition Financing Agreement**" means that certain amended and restated credit agreement, dated as of October 22, 2025, by and among the Borrower, Braskem Idesa Servicios, as Initial Guarantor, Banco Inbursa, S.A., Institución de Banca Múltiple, Grupo Financiero Inbursa, as administrative agent, and the lenders named therein, and as amended, amended and restated, supplemented or modified from time to time.

"**Prepetition Financing Documents**" means (i) the Prepetition Working Capital Facility and the other "Loan Documents" as defined in the Prepetition Working Capital Facility and (ii) the Secured PE Facility Agreement.

"**Prepetition Indebtedness**" means (i) the obligations under the Prepetition Financing Documents, (ii) the Prepetition Financing Agreement, (iii) the Prepetition 2029 Notes and (iv) the Prepetition 2032 Notes.

"**Prepetition Working Capital Facility**" means that certain credit agreement, dated as of March 25, 2026, by and among the Borrower, Braskem Idesa Servicios, as Initial Guarantor and Braskem Netherlands, as Lender, and as amended, amended and restated, supplemented or modified from time to time.

"**Process Agent**" has the meaning ascribed to such term in Section 15.2.

"**Project Property**" means the Petrochemical Complex and the outside battery limits, utilities, manufacturing, logistics facilities and infrastructure related to the Petrochemical Complex and other facilities related to the Petrochemical Complex, located in or around Nanchital de Lázaro Cárdenas del Río, State of Veracruz, Mexico.

"**Property**" means any right or interest in or to Property of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible (including, without limitation, any such property that is subject to any Collateral Document).

"**Purchase Money Indebtedness**" means all obligations of a Person issued or assumed as the deferred purchase price of property, including equipment and property for purposes of construction and development, all conditional sale obligations and all obligations under any title retention agreement due more than six months after such property is acquired and excluding trade payables and other accrued liabilities arising in the ordinary course of business that are not overdue by 30 days or more or are being contested in good faith by appropriate proceedings promptly instituted and diligently conducted.

"**Qualified Capital Stock**" means any Capital Stock that is not Disqualified Stock and any warrants, rights or options to purchase or acquire Capital Stock that is not Disqualified Stock that are not convertible into or exchangeable into Disqualified Stock.

"**Qualified Entity**" means any Recipient or any other recipient (or, in the case of a DIP Lender that acts through a branch or agency, the lending branch of such DIP Lender) of any payment to be made by or on account of any obligation of the Borrower hereunder or under any other Loan Document that (a) is, or after giving effect to the assignment to such Person pursuant to Section 15.7, will be, the effective beneficiary (*beneficiario efectivo*) of the payments made by or on account of any obligation of the Borrower hereunder or any other Loan Document, and (b) is a resident for Tax purposes of a country with which Mexico has entered into a treaty for the avoidance of double taxation that is in effect and meets the requirements to claim a reduced withholding tax rate set forth therein.

"**Rating Agencies**" means Moody's, S&P or Fitch (each, a "**Rating Agency**"). In the event that any of Moody's, S&P or Fitch is no longer in existence or issuing ratings, such organizations may be replaced by a nationally recognized United States securities rating agency or agencies, as the case may be, designated by the Borrower with notice to the DIP Lenders.

"**Recipient**" means the Collateral Agent, a DIP Lender or Participant.

"**Register**" has the meaning ascribed to such term in Section 15.7(d).

"**Related Fund**" means, with respect to any DIP Lender that is an investment fund, any other investment fund that invests in commercial loans and that is managed or advised by the same investment advisor as such DIP Lender or by an Affiliate of such investment advisor.

"**Release**" means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migration of any Hazardous Material into or within the indoor or outdoor environment or any portion thereof, including the movement of such Hazardous Material through ambient indoor or outdoor air, soil, surface water, ground water, wetlands, land or subsurface strata.

"**Replaced DIP Lender**" has the meaning ascribed to such term in Section 14.6(a).

"**Replacement Assets**" means (1) any assets that will be used or useful in a Permitted Business, (2) substantially all the assets of a Permitted Business, or (3) a majority of the voting securities of any Person engaged in a Permitted Business that will become on the date of acquisition thereof a Restricted Subsidiary.

"**Replacement DIP Lender**" has the meaning ascribed to such term in Section 14.6(a).

"**Reporting Date**" means, collectively, each Weekly Reporting Date and each Monthly Reporting Date.

"**Required Consenting Creditors**" has the meaning ascribed to such term in the Restructuring Support Agreement.

"**Required DIP Lenders**" means, at any time, DIP Lenders holding more than 50% of the sum of all outstanding Loans and unused Commitments hereunder at such time; *provided* that for purposes of determining Required DIP Lenders at any time, each Initial DIP Lender shall be deemed to hold Commitments in an amount equal to 50% of the maximum amount of unfunded New Money Loans that

may be subsequently funded hereunder; *provided, further* that the Loans and Commitments of any Defaulting DIP Lender shall be disregarded in the determination of the Required DIP Lenders at any time.

"**Requisite Prepetition Secured Creditors**" has the meaning ascribed to such term in the Interim DIP Order.

"**Resolution Authority**" means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

"**Restricted Payment**" has the meaning ascribed to such term in Section 10.2(a).

"**Restricted Person**" means a Person that is:

(1) in the case of a Person that is an individual, (a) a Sanctions Listed Person, or acting on behalf of a Sanctions Listed Person; (b) resident in, or acting on behalf of, a Person resident in a Sanctioned Country; or (c) otherwise the subject of Sanctions ("subject of Sanctions" signifying a Person with whom a U.S. Person or other national of a Sanctions Authority would be prohibited or restricted by Sanctions from engaging in trade, business or other activities); and

(2) in the case of a Person that is not an individual, (a) a Sanctions Listed Person, or owned or controlled by a Sanctions Listed Person, or acting on behalf of a Sanctions Listed Person; (b) located in, organized under the laws of, or (directly or indirectly) owned or controlled by, or acting on behalf of, a Person located in or organized under the laws of a Sanctioned Country; or (c) otherwise the subject of Sanctions or owned or controlled by a Person that is the subject of Sanctions ("subject of Sanctions" signifying a Person with whom a U.S. Person or other national of a Sanctions Authority would be prohibited or restricted by Sanctions from engaging in trade, business or other activities).

"**Restricted Subsidiary**" means any Subsidiary of the Borrower which at the time of determination is not an Unrestricted Subsidiary.

"**Restructuring Support Agreement**" means that certain Restructuring Support Agreement attached hereto as Exhibit F, dated as of August 17, 2026, among, inter alia, the Debtors, the Required DIP Lenders, and certain additional stakeholders, as may be amended, supplemented or otherwise modified in accordance with the terms and provisions set forth therein.

"**Roll-Up Loans**" has the meaning ascribed to such term in Section 2.4(a).

"**RSA Termination Event**" means that (a) the Restructuring Support Agreement has been terminated and (b) the restructuring transactions contemplated by the Restructuring Support Agreement are not going forward.

"**S&P**" means Standard & Poor's Financial Services LLC, a wholly owned subsidiary of McGraw Hill Financial, Inc., or any successor organization thereto.

"**Sale and Leaseback Transaction**" means the sale or transfer by the Borrower or any of its Subsidiaries of any Project Property to a person (other than the Borrower or any of its Subsidiaries) and the taking back by the Borrower or any of its Subsidiaries, as the case may be, of a lease of such Project Property.

"**Sanctioned Country**" means, at any time, a country, region or territory which is itself the subject or target of any Sanctions (at the time of this Agreement, Cuba, Iran, North Korea, the Crimea region, the so-called Donetsk People's Republic and the so-called Luhansk People's Republic and the Zaporizhzhia and Kherson regions of Ukraine).

"**Sanctions**" has the meaning ascribed to such term in Section 8.18.

"**Sanctions Authorities**" means OFAC, the United States Department of State, the European Union or the competent authorities of each member state of the European Union, HMT and the United Nations Security Council.

"**Sanctions Listed Person**" means, at any time (a) any Person listed in the "Specially Designated Nationals and Blocked Persons" list maintained by OFAC, including persons listed in Section 1 of the Executive Order, or (b) any Person whose Property or interests in Property are blocked or subject to blocking pursuant to Section 1 of the Anti-Terrorism Order, and the Consolidated List of Financial Sanctions Targets maintained by HMT, or any similar Sanctions-related list maintained by, or public announcement of Sanctions designation made by, any of the Sanctions Authorities, including the "*Lista de Personas Bloqueadas*" issued by the Mexican Ministry of Finance and Public Credit (*Secretaría de Hacienda y Crédito Público*).

"**Scheduled Date**" means the date that is six (6) months after the Effective Date; *provided*, that, the Borrower can at its discretion elect, upon the satisfaction of, and subject to, the Maturity Date Extension Conditions, to extend the Scheduled Date for an additional one (1) month (such extension, a "**Maturity Date Extension**").

"**Scheduled Maturity Date**" means the earliest of (a) the Scheduled Date; (b) the dismissal of any of the Chapter 11 Cases, or the conversion of any of the Chapter 11 Cases to a case under Chapter 7 of the Bankruptcy Code; (c) the substantial consummation (as defined in Section 1101 of the Bankruptcy Code) of a chapter 11 plan of the Borrower, and which for the purposes of this clause (c) shall be no later than the "effective date" of a chapter 11 plan of the Borrower which has been confirmed by an order entered by the Bankruptcy Court in any of the Chapter 11 Cases; (d) subject to the Standstill Period, the acceleration of the Obligations and the termination of all Commitments hereunder upon the occurrence of an Event of Default in accordance with the Loan Documents and the DIP Orders; and (e) the consummation of a sale of all or substantially all of the assets of the Borrower pursuant to section 363 of the Bankruptcy Code or otherwise; *provided* that, in each case, if such date is not a Business Day, the Scheduled Maturity Date shall be the immediately succeeding Business Day.

"**Secured Parties**" means the DIP Lenders.

"**Secured PE Facility Agreement**" shall have the meaning given to it in the Restructuring Support Agreement.

"**Securities**" or "**Security**" has the meaning specified in section 2(1) of the Securities Act.

"**Securities Act**" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder from time to time in effect.

"**Solvent**" means, with respect to any Person on a particular date, that on such date (a) the book value of such Person's assets is greater than the total amount of such Person's liabilities (including contingent liabilities), (b) such Person will be able to pay any probable liabilities on its debt as they become absolute and mature, (c) such Person's assets comprise the rights to generate enough liquidity to repay all

its debts and liabilities as they become absolute and mature, (d) such Person will maintain the capital required to support the going concern of its operations and/or (e) if such Person is Mexican, such Person is not insolvent pursuant to Article 2166 of the Mexican Federal Civil Code (*Codigo Civil Federal*) or is not in a generalized default of its payment obligations (*incumplimiento generalizado en el pago de sus obligaciones)* within the meaning of Articles 9, 10 and/or 11 under Mexico's Commercial Insolvency Law (*Ley de Concursos Mercantiles*).

"**Standstill Period**" has the meaning ascribed to such term in the Interim DIP Order.

"**Subordinated Indebtedness**" means, with respect to the Borrower or any Restricted Subsidiary, any Indebtedness of the Borrower or such Restricted Subsidiary, as the case may be, which is expressly subordinated in right of payment to the Loans.

"**Subordinated Loan Agreement**" means (i) the Subordinated Loan Agreement dated March 27, 2013, between Braskem Proyectos (as the successor in its own right to Braskem S.A.) and the Borrower, (ii) the Subordinated Credit Agreement dated March 27, 2013, between Etileno XXI and Grupo Idesa S.A. de C.V. (as the successor in title to Etileno XXI) and the Borrower, (iii) the Subordinated Loan Agreement dated August 13, 2015, between Braskem Netherlands and Braskem Proyectos, and the Borrower, and (iv) the Subordinated Loan Agreement dated August 21, 2021, between Etileno XXI and Grupo Idesa S.A. de C.V., and the Borrower.

"**Subordinated Shareholder Loans**" means Subordinated Indebtedness provided to the Borrower or any Restricted Subsidiary from (i) the direct or indirect shareholders of the Borrower or (ii) any of the wholly owned subsidiaries of the direct or indirect shareholder of the Borrower.

"**Subsidiary**" means, as to any Person, any corporation, association, partnership or other business entity of which more than 50% of the total voting power of shares of Capital Stock or other interests (including partnership interests) entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by (a) such Person, (b) such Person and one or more Subsidiaries of such Person or (c) one or more Subsidiaries of such Person.

"**Taxes**" means any and all present or future taxes (including value added tax), levies, imposts, duties, assessments, deductions, withholdings, fees, charges or withholdings of whatever nature, together with any interest, charges, penalties, inflationary adjustments, enforcement fees, additions to any of the foregoing items or additional amounts imposed or collected by any Governmental Authority.

"**Terminal**" means the land-based ethane import terminal for the receipt and storage of imported cryogenic ethane located in the Coatzacoalcos, State of Veracruz, Mexico, including the pipeline to transport ethane from the Terminal to the Borrower's Petrochemical Complex.

"**Terminal Subsidiary**" means Terminal Química Puerto México, S.A.P.I. de C.V.

"**Testing Period**" means (x) (i) with respect to the first Weekly Reporting Date following the Effective Date, the one-week period ended the Friday prior thereto, (ii) with respect to the second Weekly Reporting Date following the Effective Date, the two-week period ended the Friday prior thereto, (iii) with respect to the third Weekly Reporting Date following the Effective Date, the three-week period ended the Friday prior thereto and (iv) with respect to each Weekly Reporting Date thereafter, the four-week period ended on the Friday prior thereto and (y) with respect to each Monthly Reporting Date, the cumulative calendar day period beginning on the Petition Date and ending on such Monthly Reporting Date.

"**Trust Estate**" means the estate of the trust (*patrimonio del fideicomiso*) created pursuant to the Mexican Security Trust Agreement, including: (a) the Petrochemical Complex, (b) the (i) 225,892 Series "A" shares and 75,299 Series "B" shares representing the Borrower´s capital stock owned by the Mexican Security Trustee and (ii) 49,999 Series "I" shares and 12,425,900 Series "II" shares of Braskem Idesa Servicios' capital stock owned by the Mexican Security Trustee, (c) all rights of each subordinated loan settlor (Grupo Idesa, S.A. de C.V., Braskem Mexico Proyectos, S.A. de C.V. SOFOM E.N.R. ("**Braskem Proyectos**"), Etileno XXI and any other settlor under the Subordinated Loan Agreement), arising from the Subordinated Loan Agreements to which they are a party, except for collection rights that are actually paid out of Restricted Payments permitted under the Financing Documents (as defined under the Mexican Security Trust Agreement), (d) the Put Option Collection Right (as defined under the Mexican Security Trust Agreement) and the proceeds obtained as a result of the exercise of the Put Option Collection Right, (e) any amounts received by the Mexican Security Trustee under any Insurance Policies (as defined under the Mexican Security Trust Agreement) (in relation with the Physical Assets) in which the Mexican Security Trustee is designated as the preferred beneficiary as required under the terms of the financing documents, (f) any funds that at any time are credited to or deposited in the trust accounts, arising from a payment under the Insurance Policies or from the exercise of the Right to Collect under the Put Option (as defined under the Mexican Security Trust Agreement), (g) any other Additional Assets (as defined under the Mexican Security Trust Agreement), and (h) generally, any other property acquired by the Mexican Security Trustee for the benefit of the trust; and any amounts, returns, income, or profits, or any other property that, for any reason, replaces the Trust Estate.

"**UK Financial Institution**" means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

"**UK Resolution Authority**" means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

"**United States**" or "**U.S.**" means the United States of America.

"**Unrestricted Cash**" means, as of any date, the sum of the amount of cash and Cash Equivalents of the Borrower and each Restricted Subsidiary that is a Guarantor and a Debtor, as set forth on the balance sheet of the Borrower and its Restricted Subsidiaries, it being understood that such amount shall exclude in any event (i) any cash or Cash Equivalents identified on such balance sheet as "restricted" (other than cash or Cash Equivalents restricted in favor of the Secured Parties) and (ii) any amount to the extent any use thereof for application to the payment for Indebtedness under the Loan Documents is restricted or prohibited by Law or contract.

"**Unrestricted Subsidiary**" means the Terminal Subsidiary.

"**U.S. Person**" has the meaning ascribed to such term in Regulation S under the Securities Act.

"**Variance**" has the meaning ascribed to such term in Section 9.4(b)(vii).

"**Weekly Reporting Date**" means, commencing with the second full calendar week following the Petition Date and for each calendar week thereafter, the Friday of such calendar week.

"**Working Capital Facility Second Amendment**" means that certain Second Amendment to Working Capital Credit Agreement and Reservation of Rights, dated as of August 15, 2026, by and among the Borrower, Braskem Idesa Servicios, S.A. DE C.V. and Braskem Netherlands.

"**Write-Down and Conversion Powers**" means, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

Section 1.2 Interpretation/Rules of Construction

(a) In this Agreement and each other Loan Document, unless the context clearly requires otherwise (or such other Loan Document clearly provides otherwise), references to (i) the plural include the singular, the singular the plural and the whole the part; (ii) Persons include their respective permitted successors and assigns or, in the case of governmental Persons, Persons succeeding to the relevant functions of such Persons; (iii) agreements (including this Agreement), promissory notes and other contractual instruments include subsequent amendments, assignments, and other modifications thereto, but only to the extent such amendments, assignments or other modifications thereto are not prohibited by their terms or the terms of any Loan Document; (iv) statutes and related regulations include any related rules, official directive, request or guidelines (whether or not having the force of law) of any Governmental Authority and any amendments or successors of same; (v) assets includes present and future properties, revenues and rights of every description; (vi) an authorization includes an authorization, consent, approval, resolution, license, exemption, filing or registration; (vii) a month refers to a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, except that if there is no numerically corresponding day in the month in which that period ends, that period shall end on the last day in that calendar month; and (viii) time shall be a reference to New York City time. Where any provision herein refers to action to be taken by any Person, or which such Person is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such Person.

(b) Where the day on or by which a payment is due to be made under this Agreement or any other Loan Document is not a Business Day, that payment shall be made on or by the next succeeding Business Day in that calendar month (if there is one) or on the preceding Business Day (if there is not).

(c) In this Agreement and each other Loan Document, unless the context clearly requires otherwise (or such other Loan Document clearly provides otherwise), (i) "**amend**" means "amend, restate, amend and restate, supplement or modify"; and "**amended**," "**amending**" and "**amendment**" shall have meanings correlative to the foregoing; (ii) in the computation of periods of time from a specified date to a later specified date, "**from**" means "from and including"; "**to**" and "**until**" means "to but excluding"; and "**through**" means "to and including"; (iii) "**hereof**," "**herein**," "**hereto**" and "**hereunder**" (and similar terms) in this Agreement or such other Loan Document refer to this Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Agreement or such other Loan Document; (iv) "**including**" (and similar terms) means "including without limitation" (and similarly for similar terms); (v) "**or**" has the inclusive meaning represented by the phrase "and/or"; (vi) "**satisfactory to**" any DIP Lender means in form, scope and substance and on terms and conditions satisfactory to such DIP Lender; (vii) references to "**the date hereof**" means the date first set forth above;

and "**debt**" shall include all obligations of any Person for borrowed money, all obligations of any Person evidenced by bonds, debentures, notes or other similar instruments, and all other obligations of any Person in respect of transactions that are accounted for or classified as debt under IFRS.

(d) In this Agreement, unless the context clearly requires otherwise, any reference to (i) an Annex, Exhibit or Schedule is to an Annex, Exhibit or Schedule, as the case may be, attached to this Agreement and constituting a part hereof, and (ii) a Section or other subdivision is to a Section or such other subdivision of this Agreement.

The table of contents and the headings of the articles and sections hereof are for convenience of reference only and shall not affect the meaning or construction of any provision hereof.

ARTICLE II
LOANS; PROCEDURES

Section 2.1 New Money Loans

(a) Subject to the terms and conditions set forth herein (including in Sections 7.1 and 7.2) and relying upon the representations and warranties herein set forth and in the DIP Orders, the DIP Lenders jointly and severally agree to make New Money Loans on the Effective Date (or one Business Day thereafter) and/or the Final DIP Disbursement Date, respectively, to the Borrower denominated in Dollars in an aggregate principal amount equal to the Interim DIP Amount or the Final DIP Amount, as applicable. There shall be no more than two (2) borrowings of New Money Loans with respect to the DIP Lenders' Commitments which borrowings shall consist of (i) loans (the "**Interim DIP Loans**") borrowed in one (1) borrowing on the Effective Date (or one (1) Business Day thereafter) in an aggregate principal amount of U.S. $230,000,000.00 (the "**Interim DIP Amount**"), which shall be made by any or all of the DIP Lenders in accordance with Section 2.1(b) and (ii) loans (the "**Final DIP Loans**") borrowed in one (1) Borrowing in an aggregate principal amount of U.S. $49,000,000.00 (the "**Final DIP Amount**") on the Final DIP Disbursement Date, which shall be made by any or all of the DIP Lenders in accordance with Section 2.1(b). Each DIP Lender's Commitment to make Loans hereunder shall (i) be automatically and permanently reduced by (x) the Interim DIP Amount upon funding of the Interim DIP Loans and (y) the Final DIP Amount upon funding of the Final DIP Loans, and (ii) shall terminate immediately and automatically after the making of the Final DIP Loans on the Final DIP Disbursement Date, in the case of each of clause (i) and (ii), regardless of which DIP Lender advanced the Interim DIP Loans or Final DIP Loans, as applicable. Any principal amount of the Loans which are repaid or prepaid may not be reborrowed. For the avoidance of doubt, the Roll-Up Loans shall be deemed made in accordance with Section 2.4 in addition to, and shall not reduce or be counted against, the New Money Loans or the Commitments.

(b) Subject to the joint and several obligation of the DIP Lenders to make New Money Loans to the Borrower pursuant to Section 2.1(a), the DIP Lenders shall, in their sole discretion, determine the amount of Interim DIP Loans and Final DIP Loans advanced by a DIP Lender; *provided* that, subject to the terms and conditions set forth herein, the full Interim DIP Amount shall be funded on the Effective Date (or one (1) Business Day thereafter) and the full Final DIP Amount shall be funded on the Final DIP Disbursement Date. The Designated DIP Lender shall use commercially reasonable efforts to notify the Borrower of the amount of Interim DIP Loans and the Final DIP Loans advanced by each DIP Lender.

Section 2.2 Notice of Intention and Commitment to Borrow

If the Borrower wishes to borrow New Money Loans hereunder, subject to Section 7.2(e), it shall give each DIP Lender a notice, substantially in the form set forth in Exhibit B (each, a "**Notice of Borrowing**") not later than 12:00 PM (Mexico City time) at least one (1) Business Day prior to the date of

the proposed Borrowing, specifying the following: (a) the proposed date of borrowing (each, a "**Disbursement Date**"), which must be a Business Day, (b) whether the requested borrowing is to be of Interim DIP Loans or Final DIP Loans, (c) the amount to be borrowed of such proposed New Money Loans and (d) the account to which the net proceeds of the New Money Loans (after payment of any fees and/or expenses payable as of the relevant Disbursement Date) should be credited. The giving of a Notice of Borrowing shall constitute the Borrower's irrevocable commitment to borrow the amount specified in such Notice of Borrowing on the relevant Disbursement Date. Any notice received after 12:00 PM (Mexico City time), shall be deemed to be received on the next succeeding Business Day. For avoidance of doubt, no Notice of Borrowing shall be required in respect of any Roll-Up Loans.

Section 2.3 Disbursement

No later than 10:00 a.m. (Mexico City time) on the relevant Disbursement Date, the relevant DIP Lenders shall, subject to the conditions set forth herein, make available to the Borrower an amount equal to the Interim DIP Amount or the Final DIP Amount, as applicable, in funds settled through the New York Clearing House Interbank Payments System or such other same day funds as the DIP Lenders may at the time determine to be customary for the settlement in New York City of international banking transactions denominated in Dollars, by deposit to the account specified by the Borrower pursuant to Section 2.2. The Borrower shall be deemed to have given a Notice of Borrowing as of (i) the Effective Date with respect to the Interim Roll-Up Loans (subject to entry of the Interim DIP Order) and (ii) the Final DIP Disbursement Date, with respect to the Final Roll-Up Loans (subject to entry of the Final DIP Order).

Section 2.4 Roll-Up Loans

(a) (i) Upon the Effective Date (or one Business Day thereafter), each DIP Lender which advanced Interim DIP Loans on such date shall be deemed to have advanced additional loans (such loans, the "**Interim Roll-Up Loans**"), in an aggregate principal amount for all such DIP Lenders equal to U.S. $103,914,544.80, and an amount of Eligible Prepetition Claims that equals such amount, held by such DIP Lender, directly or indirectly, or by any Affiliate, designee or beneficial holder thereof, will be deemed to have been converted on a cashless, dollar-for-dollar basis, and such Interim Roll-Up Loans shall be deemed made in accordance with its respective ratable share of the aggregate amount of the Interim Roll-Up Loans advanced by it and (ii) upon the Final DIP Disbursement Date, each DIP Lender which advanced Final DIP Loans on such date shall be deemed to have advanced additional loans (such loans, the "**Final Roll-Up Loans**" and, together with the Interim Roll-Up Loans, the "**Roll-Up Loans**"), in an aggregate principal amount for all such DIP Lenders equal to U.S. $25,978,636.20, and an amount of Eligible Prepetition Claims that equals such amount, held by such DIP Lender, directly or indirectly, or by any Affiliate, designee or beneficial holder thereof, will be deemed to have been converted on a cashless dollar-for-dollar basis, and such Final Roll-Up Loans shall be deemed made in accordance with its respective ratable share of the aggregate amount of the Final Roll-Up Loans advanced by it. Any principal amount of the Roll-Up Loans which are repaid or prepaid may not be reborrowed.

(b) Only Eligible Prepetition Claims held by DIP Lenders, directly or indirectly, or by any Affiliate, designee or beneficial holder thereof, shall be eligible to be exchanged for or converted into Roll-Up Loans. No holder of any Prepetition Indebtedness (other than a DIP Lender in respect of the Eligible Prepetition Claims it holds directly or indirectly, or that is held by any of its Affiliates, designees or beneficial holders), and no holder of any other prepetition claim against any Obligor, shall be entitled to have any claim rolled up, exchanged for or converted into a Roll-Up Loan or to receive any other treatment under this Section 2.4(a). If any DIP Lender is a Defaulting DIP Lender or the full Interim DIP Amount is not funded on the Effective Date (or one (1) Business Day thereafter) or the full Final DIP Amount is not funded on the Final DIP Disbursement Date, none of the Eligible Prepetition Claims of such DIP Lender or such DIP

Lender's Affiliate, designee or beneficial holder shall be converted into Roll-Up Loans in respect of the Interim DIP Amount or Final DIP Amount, as applicable, so unfunded.

(c) Upon the deemed making of Roll-Up Loans as set forth in (a), (i) the Eligible Prepetition Claims so converted shall be deemed irrevocably cancelled, extinguished, waived, and no longer outstanding under the Prepetition Financing Documents and shall thereafter constitute Obligations under this Agreement, (ii) the Roll-Up Loans of each DIP Lender shall be recorded by the Borrower in the Register in accordance with Section 3.1(c) and (iii) no cash proceeds shall be advanced to, or received by, the Borrower in respect of such Roll-Up Loans. The failure of the Borrower to make any such recordation, or any error in such recordation, shall not affect the deemed making of such Roll-Up Loans or the Obligations of the Obligors in respect thereof.

(d) Except as expressly provided herein or in the DIP Orders, the Roll-Up Loans shall (i) constitute Obligations secured by the Collateral and entitled to the benefit of the DIP Superpriority Claims on a pari passu basis with the New Money Loans, (ii) be subject to the application of payments and prepayments set forth in Sections 3.4 and 6.2, (iii) bear interest as provided in Section 4.1, and (iv) be subject to the representations and warranties, covenants, Events of Default and remedies set forth herein to the same extent as the New Money Loans. No commitment fee or other fee payable pursuant to Section 4.3 shall accrue or be payable in respect of the Roll-Up Loans.

Section 2.5 Evidence of Debt.

(a) Each New Money Loan and each Roll-Up Loan shall be evidenced by a separate Note payable to the applicable DIP Lender. Each Note shall be executed by the Borrower as issuer (*suscriptor*) and delivered to the applicable DIP Lender on the relevant Disbursement Date. Each DIP Lender shall, promptly following the Scheduled Maturity Date (as may be extended pursuant to a Maturity Date Extension), return its original Notes (if any) to the Borrower.

(b) Upon any assignment or participation made pursuant to Section 15.7 hereof, the Borrower shall execute and deliver new Notes within ten (10) Business Days of such assignment or participation.

(c) Without limitation of any other provision of this Section 2.5, if the Borrower is required pursuant to the terms of this Agreement, as a result of any of the events described hereunder or otherwise as may be necessary to accurately reflect the terms of the Loans, to deliver new Notes to any DIP Lender (or any assignee or participant thereof), such DIP Lender shall promptly deliver the applicable existing Note (or a lost affidavit and indemnity in customary form and reasonably acceptable to the Borrower) to the Borrower.

(d) The mutilation, loss, theft or destruction of a Note shall not imply or be deemed to constitute a cancellation of any debt, any Loan or of any other obligation under or in respect of this Agreement, even if any such event has occurred due to acts attributable to the corresponding DIP Lender. If a Note is mutilated, the Borrower shall issue and deliver a new Note of the same principal amount and maturity as the mutilated Note; *provided* that such mutilated Note shall be returned to the Borrower. If a Note is lost, stolen or destroyed, the Borrower shall, within ten (10) Business Days of the written request of the relevant DIP Lender, issue and deliver to the corresponding DIP Lender a new Note of the same principal amount and maturity as the lost, stolen or destroyed Note in exchange for a lost note affidavit and indemnity in customary form and reasonably acceptable to the Borrower, without requiring any further action from such DIP Lender that may be relevant according to applicable Law (except as set forth in Section 2.5(c)), including the procedure set forth in Articles 44 and 45 of the Mexican General Law for Negotiable Instruments and Credit Transactions (*Ley General de Títulos y Operaciones de Crédito*); *provided* that, nothing herein shall limit in any way the rights of the Borrower to pursue the promissory note cancellation process set forth under

applicable Law, nor limit in any way any obligation of the Lender to carry out any actions required from the Lender in connection with such process, in each case, at the applicable Lender's cost.

(e) In the event that any conflict arises between the provisions of this Agreement and the terms of any Note, the provisions of this Agreement shall govern; *provided*; *however* that the foregoing shall be without prejudice to the action and remedies that the applicable Lender may have under any Mexican law or any other applicable jurisdiction.

(f) The entries made in the records maintained pursuant to clause (b) of Section 3.1 shall be *prima facie* evidence of the existence and amounts of the obligations recorded therein; *provided* that the failure of any DIP Lender to maintain such records or any error therein shall not in any manner affect the obligation of the Borrower to repay the Loans in accordance with the terms of this Agreement.

ARTICLE III
REPAYMENT

Section 3.1 Repayment of Principal

(a) Except as otherwise provided in Section 3.5, on the Scheduled Maturity Date, the Borrower shall repay to each DIP Lender, the aggregate principal amount of such DIP Lender's New Money Loans and Roll-Up Loans outstanding on such date, together with such DIP Lender's ratable portion of all other Obligations.

(b) Each DIP Lender shall maintain in accordance with its usual practice records evidencing the debt of the Borrower to such DIP Lender resulting from the Loans made by such DIP Lender, including the amounts of principal and interest payable and paid to such DIP Lender from time to time hereunder.

(c) The Borrower shall maintain a Register in which it shall record: (i) the name, address and taxpayer identification number, if any, of each of the DIP Lenders; (ii) the date of disbursement of each Loan; (iii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each DIP Lender hereunder; (iv) the amount of any sum received by each DIP Lender hereunder; and (v) any assignment made in accordance with the provisions of Section 15.7.

Section 3.2 Optional Prepayments

The Borrower may prepay any Loan made to it at any time in whole or in part in an amount that is at least U.S. $1,000,000 or a larger multiple of U.S. $250,000 in excess thereof. If the Borrower wishes to make such a prepayment, the Borrower shall (i) on or before the third (3rd) Business Day prior to the date it wishes to designate for such prepayment, give each DIP Lender notice of such date, the aggregate principal amount to be prepaid on such date (it being understood that all prepayments shall be applied in accordance with Section 3.4 and Section 6.2) and (ii) be obligated to reimburse the DIP Lenders in connection with such prepayment pursuant to Section 14.3. Such notice shall constitute the Borrower's irrevocable commitment to prepay such amount of such Loans on such date, together with interest accrued thereon to such date. Upon the giving of any such notice, the principal amount of the Loans specified in such notice shall become due and payable on the prepayment date specified therein. Such notice shall be accompanied by evidence reasonably satisfactory to the Required DIP Lenders that any governmental approvals necessary for such prepayment have been obtained. For the avoidance of doubt, no fee shall be payable by the Borrower in respect of any optional prepayment of the Loans made pursuant to this Section 3.2.

Section 3.3 Mandatory Prepayments

(a) Immediately, upon receipt by the Borrower or any of its Subsidiaries of Net Cash Proceeds to the extent that such Net Cash Proceeds, when accumulated, equal or exceed U.S. $1,000,000, the Borrower shall prepay the Loans plus accrued and unpaid interest thereon to the date of repayment by applying 100% of such Net Cash Proceeds to repay such Loans plus accrued and unpaid interest thereon on a pro rata basis.

(b) Upon the issuance or incurrence by the Borrower or any of its Subsidiaries of any Indebtedness (other than Permitted Indebtedness), the Borrower shall prepay on the date of receipt of the proceeds of such Indebtedness the Loans plus accrued and unpaid interest thereon to the date of repayment by applying 100% of the proceeds of such issuance or incurrence of Indebtedness to repay such Loans plus accrued and unpaid interest thereon on a pro rata basis.

Section 3.4 Application of Prepayments

Notwithstanding anything herein to the contrary, in connection with any prepayment under (a) Section 3.2 or (b) Section 3.3, such prepayments shall be applied *pro rata* among the DIP Lenders with respect to the Loans then outstanding. Whenever any prepayment to be made under Sections 3.2 or 3.3 shall be stated to be due on a day that is not a Business Day, such payment shall be made on the next succeeding Business Day and such extension of time shall be included in the computation of the payment of interest hereunder or of the commitment fees payable hereunder.

Section 3.5 Exit Consideration

As provided in the Restructuring Support Agreement and the Final DIP Order, upon the effectiveness of an Acceptable Reorganization Plan, in lieu of repayment in cash of the Obligations, each DIP Lender agrees that it will instead receive consideration as set forth in the Acceptable Reorganization Plan in exchange for the Obligations, upon the first date on which such Acceptable Reorganization Plan is consummated and becomes effective, subject to the following:

(a) each DIP Lender shall have assumed and/or acquired the same respective rights and obligations as set forth in the Acceptable Reorganization Plan in place of the rights and obligations under this Agreement;

(b) the Loans hereunder (and all accrued interest and fees) shall be satisfied in full through payment of the consideration set forth in the Acceptable Reorganization Plan; and

(c) with respect to the Loans, this Agreement and all Obligations hereunder with respect thereto shall terminate and be superseded and replaced in accordance with the Acceptable Reorganization Plan (other than Obligations that survive in accordance with their terms, and provided that all fees and expenses of the Collateral Agent and the DIP Lenders under this Agreement shall have been paid in full in cash).

For the avoidance of doubt, the parties acknowledge that the tax characterization of the consideration received in exchange for the Obligations as set forth in the Plan of Reorganization appended to the Restructuring Support Agreement (whether as interest, penalty, capital gain or otherwise) shall be determined in accordance with applicable Law, including the Mexican Income Tax Law, and any applicable withholding or gross-up obligations under Section 5.1 shall apply to such consideration to the extent any withholding or deduction with respect thereto is for or on account of an Indemnified Tax.

ARTICLE IV
INTEREST AND FEES

Section 4.1 General

(a) Interest shall accrue on each outstanding Loan, from the date of the borrowing of such Loan until repaid, at a rate *per annum* equal to 10%, to be paid in kind (in lieu of cash payment), as set forth in Section 4.1(b).

(b) Except as otherwise expressly provided herein, accrued interest shall be payable on each Interest Payment Date. At any moment prior to the Interest Payment Date, the Borrower shall pay-in-kind (in lieu of cash payment) all interest accrued from the initial borrowing of such Loan to such Interest Payment Date in respect of all Loans (the "**PIK Interest Amount**"), in which case, on and as of such Interest Payment Date, an amount equal to the PIK Interest Amount in respect of such Loans for such period shall be automatically capitalized and added to the then-outstanding principal amount of such Loans. For the avoidance of doubt, the Borrower acknowledges and agrees that it is the sole obligor to calculate and pay to the Mexican tax authorities any withholding or deduction obligations under this Agreement, if any.

Section 4.2 [Reserved]

Section 4.3 Fees

The Borrower agrees to pay to the Designated DIP Lender (i) upon funding of the Interim DIP Loans, a commitment fee equal to 0.50% of U.S. $230,000,000.00 (the "**Interim Commitment Fee**"), and (ii) on the Final Disbursement Date, a commitment fee equal to 0.50% of U.S. $49,000,000.00 (the "**Final Commitment Fee**"). Each of the Interim Commitment Fee and the Final Commitment Fee shall be capitalized and added to the then-outstanding principal amount of the Interim DIP Loans. The Interim Commitment Fee shall be earned, due and paid in full on the date of funding the Interim DIP Loans and the Final Commitment Fee shall be earned, due and paid in full on the Final Disbursement Date.

ARTICLE V
TAXES

Section 5.1 No Withholding; Gross Up

(a) Any and all payments by or on account of any obligation of the Borrower or by the Guarantors hereunder or under any other Loan Document shall be made free and clear of and without any withholding or deduction for or on account of any Taxes, except as required by applicable Law. If the Borrower shall be required by applicable Law to withhold or deduct any Taxes from such payments, then (i) the Borrower or the Guarantor, as applicable, shall make such withholdings or deductions, (ii) the Borrower or the Guarantor, as applicable, shall pay the full amount so withheld or deducted to the relevant Governmental Authority in accordance with applicable Law and (iii) if such Tax is an Indemnified Tax, the sum payable shall be increased as necessary so that after making all such required withholdings or deductions (including withholdings or deductions applicable to additional sums payable under this Section 5.1) the applicable DIP Lender or other Recipient receives an amount equal to the sum it would have received had no such withholdings or deductions been made.

(b) The Borrower shall indemnify each DIP Lender and each other Recipient within ten (10) Business Days after written demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section 5.1) payable or paid by such DIP Lender or other Recipient, as the case may be, and any penalties, interest and reasonable

expenses arising therefrom or with respect thereto plus interest thereon for each day from (and including) the day of delivery to the Borrower of a request for such payment to (but excluding) the date of actual reimbursement at a rate *per annum* equal to the interest rate then applicable to the Loans, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by a DIP Lender or other Recipient shall be conclusive absent manifest error.

(c) As soon as reasonably practicable after any payment of Indemnified Taxes by or on account of the Borrower or any Guarantor to a Governmental Authority, to the extent available and so requested by the Required DIP Lenders or the Collateral Agent, as applicable, the Borrower shall deliver to the DIP Lenders or the Collateral Agent, as applicable, official Tax receipts evidencing such payment or certified copies thereof or any substitute thereof reasonably satisfactory to the Required DIP Lenders or the Collateral Agent, as applicable, evidencing such payment.

(d) Each DIP Lender and each other Recipient (other than a Mexican Financial Institution), as the case may be, shall, at the request of the Borrower, furnish the Borrower with (i) the Mexican Tax Documentation on or prior to the date any interest under the Loan Documents becomes due and payable or is paid, whichever occurs first, and (ii) the Mexican Tax Invoice. Each DIP Lender (other than a Mexican Financial Institution) agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower in writing of its legal inability to do so. Notwithstanding anything to the contrary in the preceding sentence, the completion, execution and submission of such documentation (other than the documentation set forth in clauses (a) and (b) of the definition of Mexican Tax Documentation and the Mexican Tax Invoice) shall not be required if in such DIP Lender's or other Recipient's judgment such completion, execution or submission would subject such DIP Lender or other Recipient to an unreimbursed cost or expense or would prejudice the legal or commercial position of such DIP Lender or other Recipient.

(e) If a payment made to a DIP Lender or other Recipient under any Loan Document would be subject to any United States federal withholding Tax imposed by FATCA or such DIP Lender or other Recipient were to fail to comply with the applicable reporting requirements of FATCA, such DIP Lender or other Recipient shall deliver to the Borrower at the time or times prescribed by applicable Law and at such time or times reasonably requested by the Borrower such documentation prescribed by applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower as may be necessary for the Borrower to comply with its obligations under FATCA or to determine that such DIP Lender or other Recipient has complied with such DIP Lender's or other Recipient's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Notwithstanding anything to the contrary in this Section 5.1(e), no DIP Lender or other Recipient shall be required to deliver any documentation that it is not legally eligible to deliver.

(f) If any DIP Lender or other Recipient reasonably determines that it has received a refund of any Taxes as to which it has been indemnified by the Borrower or with respect to which the Borrower has paid additional amounts pursuant to this Article V, it shall pay to the Borrower an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrower under this Article V with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses of such DIP Lender or other Recipient, as the case may be, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); *provided* that the Borrower, upon the request of such DIP Lender or other Recipient, as applicable, agrees to repay the amount paid over to the Borrower (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to such DIP Lender or other Recipient in the event such DIP Lender or other Recipient is required to repay such refund to such Governmental Authority. For the avoidance of doubt, the term "refund" in this context includes a tax credit in lieu of a Tax refund, which (i) is attributable to an increased payment pursuant to

Section 5.1(a) or (b) and (ii) any DIP Lender or other Recipient has actually realized as a reduction to its cash Tax liability, as reasonably determined by such DIP Lender or other Recipient. Notwithstanding anything to the contrary in this paragraph (f), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (f) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This paragraph shall not be construed to require any indemnified party to make available its tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(g) If the Borrower is required to pay any Indemnified Taxes or additional amounts to any DIP Lender or any Governmental Authority for the account of any DIP Lender pursuant to Section 5.1(a) or (b) (other than Indemnified Taxes that are Mexican withholding Taxes imposed on amounts payable under any Loan Document to such DIP Lender up to the withholding Tax rate that would have been imposed in respect of such DIP Lender as a Qualified Entity on the date on which the DIP Lender became a DIP Lender hereunder), then such DIP Lender shall (at the request of the Borrower) use reasonable efforts (consistent with its internal policy and legal and regulatory restrictions) to designate a different Lending Branch or to assign its rights and obligations under the Loan Documents to another of its offices, branches or affiliates, if such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 5.1(a) or (b) in the future, and (ii) would not subject such DIP Lender to any unreimbursed cost or expense and would not, in the reasonable judgment of such DIP Lender, otherwise be disadvantageous to such DIP Lender. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any DIP Lender in connection with any such designation.

(h) In the case of a DIP Lender or other Recipient that is resident for tax purposes in Mexico, such DIP Lender or other Recipient shall issue a Mexican tax invoice (*Comprobante Fiscal Digital por Internet*) complying with the applicable requirements set forth under the Federal Fiscal Code (*Código Fiscal de la Federación*) and any other applicable provision of Law, including, if any, applicable Value Added Tax (*Impuesto al Valor Agregado*).

(i) In the case of any DIP Lender or other Recipient that is not resident for tax purposes in Mexico, the Borrower shall, as Mexican withholding agent, issue, for each interest, fee or other payment made to such DIP Lender or other Recipient under any Loan Document, the draft of a Mexican tax invoice in accordance with Rule 2.7.1.14. of the Administrative Tax Regulations (*Resolución Miscelánea Fiscal*) in force (or any successor provision thereof) complying with the applicable requirements set forth under the Federal Fiscal Code (*Código Fiscal de la Federación*) and the Administrative Tax Regulations (*Resolución Miscelánea Fiscal*). No later than ten (10) Business Days after the draft made available by the Borrower to such DIP Lender or other Recipient, such DIP Lender or other Recipient will review and issue the definitive version of the tax invoice to the Borrower. The Mexican tax invoice drafted and issued in accordance with this Section 5.1(i) is the "**Mexican Tax Invoice**."

Section 5.2 Other Taxes

The Borrower shall pay any present or future registration or transfer taxes, stamp duties, court or documentary taxes, intangible, recording filing or similar taxes or any other excise or Property taxes, charges or similar levies (together with any interest, charges, inflationary adjustments, penalties, enforcement fees, additions to tax and additional amounts) that arise from any payment made under this Agreement or any other Loan Document, or from the execution, delivery, enforcement, registration or performance thereof (collectively, "**Other Taxes**"), except any such Taxes, duties or levies that are Other

Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 14.6).

ARTICLE VI
PAYMENTS; COMPUTATIONS

Section 6.1 Making of Payments

Except to the extent otherwise stipulated in this Agreement or in any other Loan Document, each payment by the Borrower or any Guarantor under the Loan Documents shall be made in Dollars, without setoff or counterclaim, in funds settled through the New York Clearing House Interbank Payments System or such other same day funds as the Required DIP Lenders may at the time determine to be customary for the settlement in New York City of international banking transactions denominated in Dollars, by 11:00 a.m. (Mexico City time) on the date such payment is due, to each DIP Lender, *pro rata* in accordance with the amounts owed to it pursuant to the terms hereof, by deposit to the account that such DIP Lender may have last designated by notice to the Borrower. Any amounts received after such time on any date may, in the discretion of the applicable DIP Lender, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon.

Section 6.2 Application and Distribution of Payments

All payments received by the DIP Lenders from an Obligor pursuant to the Loan Documents shall, regardless of the application designated by such Obligor, be applied in the following order, and within each category ratably among the DIP Lenders entitled thereto in accordance with the respective amounts then owed to them in such category:

(a) first, to payments to the Collateral Agent and any DIP Lenders in respect of any amounts due and owing to them under Article XIV;

(b) second, ratably to payments to the DIP Lenders in respect of any interest due and owing on the Loans (including overdue interest and, to the extent permitted by law, interest on overdue interest);

(c) third, ratably to payments to the DIP Lenders in respect of any principal of the Loans then due and owing; and

(d) fourth, to payments of any additional amounts that are due and owing to the DIP Lenders hereunder.

Section 6.3 Pro Rata Treatment

Except to the extent otherwise provided herein (including Sections 2.4, 3.4, and 6.2), (a) each termination or reduction of a Commitment shall be applied to the respective Commitment of the DIP Lenders *pro rata* according to the amounts of their respective Commitments; (b) each payment or prepayment of principal of Loans hereunder shall be made for account of the DIP Lenders *pro rata*, within the New Money Loans and/or Roll-Up Loans, as applicable, in accordance with the unpaid principal amounts of such Loans owed to the respective DIP Lenders; and (c) each payment of interest on the Loans hereunder shall be made for account of the DIP Lenders *pro rata*, within the New Money Loans and/or Roll-Up Loans, as applicable, in accordance with the amounts of interest on such Loans then due and payable to the respective DIP Lenders.

Section 6.4 Sharing of Payments

If any DIP Lender at any time obtains total or partial payment by or on behalf of the Obligors of any amount payable hereunder other than in accordance with Sections 6.2 and 6.3 (including by exercising a right of setoff, banker's lien or counterclaim), such DIP Lender shall forthwith purchase from the other DIP Lenders such participations in the Loans made by such other DIP Lenders as shall be necessary to cause such purchasing DIP Lender to share such amount ratably with such other DIP Lender in accordance with the provisions of Sections 6.2 and 6.3; *provided,* that, if all or any portion of such amount is thereafter recovered from such purchasing DIP Lender, the purchase shall be rescinded and the purchase price shall be restored to the extent of such recovery, but with such adjustments of interest as shall be equitable. Any DIP Lender so purchasing a participation from another DIP Lender pursuant to this Section may, to the fullest extent permitted by law, exercise all its rights of payment with respect to such participation as fully as if such DIP Lender were the direct creditor of each of the Borrower and the Guarantor in the amount of such participation. Nothing herein contained shall in any way affect the right of any DIP Lender to retain any amount obtained with respect to indebtedness other than indebtedness under the Loan Documents.

Section 6.5 Computations

Interest, and fees payable hereunder shall be computed on the basis of a 360-day year and actual days elapsed.

ARTICLE VII
CONDITIONS PRECEDENT

Section 7.1 Conditions Precedent to Effective Date and Funding Interim DIP Loans on the Effective Date

This Agreement and the obligation of each DIP Lender to make any Loans on the Effective Date shall become effective on and as of the date (the "**Effective Date**") on which each of the following conditions precedent have been satisfied (or waived in accordance with Section 15.7).

(a) Officer's Certificate: The DIP Lenders shall have received: a certificate in the form of Exhibit E, from an Authorized Officer of each Obligor dated as of the Effective Date, certifying (A) that attached thereto is a true and complete copy of (1) resolutions duly adopted by its board of directors (or other equivalent body) or evidence of all corporate, partnership or limited liability company action, as the case may be, authorizing the execution, delivery and performance of the Loan Documents to which it is or is intended to be a party, and that such resolutions have not been modified, rescinded or amended and are in full force and effect, and (2) its Organizational Documents, which Organizational Documents shall, to the extent such certification is available in its jurisdiction of organization, be certified as of a recent date by the appropriate Governmental Authority, and (B) as to the name, incumbency and specimen signature of each of its officers or attorneys in fact executing the Loan Documents to which it is or is intended to be a party and each other document to be delivered by it from time to time in connection therewith; *provided*, *however*, that the attorneys-in-fact of the Borrower shall have capacity for acts of administration (*actos de administración*) and to validly issue and subscribe negotiable instruments (*emitir y suscribir títulos de crédito*) in accordance with Article 9 of the Mexican General Law for Negotiable Instruments and Credit Transactions (*Ley General de Títulos y Operaciones de Crédito*), (C) the representations and warranties of such Obligor contained in Article VIII and in each of the other Loan Documents to which it is a party are true and correct in all respects on and as of such date as if made on and as of such date (or, if stated to have been made solely as of an earlier date, were true and correct as of such earlier date), (D) all Loan Documents to which it is a party are in full force and effect under the terms and conditions set forth in such Loan

Documents, and (E) at the time of and immediately after giving effect to the Borrowing of the Interim DIP Loans on the Effective Date, no Default or Event of Default has occurred and is continuing.

(b) Loan Documents: This Agreement, the Mexican Security Amendments and the Notes shall have been duly executed and delivered by each of the parties named as a proposed signatory hereto and thereto, in form and substance satisfactory to the DIP Lenders, and shall be in full force and effect; provided that, with respect to the Mexican Security Amendments and the Notes, the requirement that such documents be in full force and effect shall be deemed satisfied upon due execution and delivery thereof by all parties thereto, so long as the Borrower shall have taken all reasonable actions within its control to cause the notarization and registration required under applicable Mexican law to be completed as promptly as practicable after the Effective Date.

(c) Restructuring Support Agreement: The Restructuring Support Agreement shall be in full force and effect.

(d) "Know Your Customer", Anti-Money Laundering and Patriot Act Compliance. Each DIP Lender shall have received, in form and substance reasonably satisfactory to it, all documentation and other information reasonably requested by such DIP Lender in order to permit compliance by such DIP Lender with applicable "know your customer" and anti-money laundering rules and regulations, including without limitation the Patriot Act.

(e) [Reserved]

(f) [Reserved]

(g) Security Interests. (i) The DIP Orders shall create, and the Loan Documents shall further evidence, in favor of the Collateral Agent, for the benefit of the Secured Parties, a legal, valid and enforceable first priority security interest in the Collateral secured thereby (subject only to the Carve-Out (as defined in the Interim DIP Order)), and no senior Liens other than Permitted Specified Liens and those Liens created under the Prepetition Working Capital Facility, to the extent such Liens would have priority over the Liens in favor of the Collateral Agent, for the benefit of the Secured Parties, pursuant to the DIP Orders and (ii) the Mexican Security Amendments shall have been duly executed and delivered by the parties thereto and shall constitute a valid, enforceable and legally binding agreement and shall give effect to the priorities established by, and certain other terms and conditions of, the Interim DIP Order, as contemplated by the Interim DIP Order; provided that, with respect to the Mexican Security Amendments, effectiveness and perfection shall be deemed satisfied on the Effective Date notwithstanding that notarization and registration under applicable Mexican law remain pending, so long as the Borrower is diligently pursuing such formalities as promptly as practicable thereafter.

(h) Delivery of Financial Statements: The DIP Lenders shall have received copies of the unaudited financial statements of the Borrower as of the fiscal quarter ended June 30, 2026, consisting of balance sheets as of the end of such fiscal quarter, statements of profit and loss for such fiscal quarter, together with related footnotes, if any, and prepared in accordance with IFRS and expressed in Pesos, duly signed by an Authorized Officer of the Borrower.

(i) Initial DIP Budget: The DIP Lenders and the Requisite Prepetition Secured Creditors shall have received the Initial DIP Budget.

(j) Chapter 11 Cases: The Chapter 11 Cases shall have been commenced in the Bankruptcy Court and all of the "first day orders" and all related pleadings to be filed at the time of commencement of

the Chapter 11 Cases or shortly thereafter shall have been reviewed in advance by the Required DIP Lenders and shall be in form and substance reasonably acceptable to the Required DIP Lenders.

(k) Interim DIP Order: The Bankruptcy Court shall have entered the Interim DIP Order, which shall be in full force and effect and shall not have been reversed, vacated or stayed, and shall not have been amended, supplemented or otherwise modified without the prior consent of the Required DIP Lenders and the Required Consenting Creditors in their reasonable discretion and otherwise in accordance with the Restructuring Support Agreement.

(l) First Day Orders: All of the First Day Pleadings shall be in the form approved pursuant to the Restructuring Support Agreement.

(m) Other Orders: All orders entered by the Bankruptcy Court pertaining to any payment of the Obligors' vendors, shippers, or other trade counterparties and all motions and other documents filed, and submitted to, the Bankruptcy Court in connection therewith shall be in form and substance reasonably satisfactory to the Required DIP Lenders and approved in accordance with the Restructuring Support Agreement if the Restructuring Support Agreement is then in effect.

(n) Outside Date: Each of the conditions precedent set forth in clauses (a) through (m) above shall have been satisfied (or waived in accordance with Section 15.7) on or prior to the date that is one (1) Business Day (or such later date as the Required DIP Lenders agree in their reasonable discretion) after the date on which the Bankruptcy Court enters the Interim DIP Order.

Section 7.2 Conditions Precedent to each Borrowing of New Money Loans

The obligation of each DIP Lender to make any New Money Loan (including the Interim DIP Loans) shall become effective on and as of the date on which each of the following conditions precedent has been satisfied (or waived in accordance with Section 15.7):

(a) Effective Date. The Effective Date shall have occurred.

(b) Representations and Warranties: All of the representations and warranties of each Obligor set out in this Agreement and in each of the other Loan Documents shall be true and correct in all material respects (other than those representations and warranties that are expressly qualified by a Material Adverse Effect or other materiality, in which case such representations and warranties shall be true and correct in all respects) on and as of the relevant Disbursement Date (or, if stated to have been made solely as of an earlier date, were true and correct as of such earlier date).

(c) No Material Adverse Effect: As of the Petition Date, no event has occurred that could reasonably be expected to have a Material Adverse Effect.

(d) No Defaults or Events of Default: No Default or Event of Default shall have occurred and be continuing on the relevant Disbursement Date or would result from the making of such Loan on such Disbursement Date or from this Agreement or the other Loan Documents becoming effective in accordance with its or their respective terms.

(e) Notice of Borrowing. The DIP Lenders shall have received a Notice of Borrowing signed by an Authorized Officer of the Borrower in accordance with Section 2.2.

(f) Payment of Fees. The DIP Lenders shall have received, in form and substance satisfactory to the DIP Lenders, evidence that the Obligors have paid (or have made arrangements satisfactory to the Required DIP Lenders for the payment of) all fees and other amounts due and payable, including reimbursement or payment of all out-of-pocket fees and expenses (including the legal fees and expenses of New York and Mexican counsel to the DIP Lenders and the Borrower) required to be reimbursed or paid by an Obligor under any Loan Document.

(g) Final DIP Loans. With respect to the Final DIP Loans, the Final DIP Order Entry Date shall have occurred and the Bankruptcy Court shall have entered the Final DIP Order, the DIP Lenders shall have received a true and complete copy of the Final DIP Order, and such order shall be in full force and effect and shall not have been reversed, modified, amended, supplemented, stayed or vacated absent the prior consent of the Required DIP Lenders and the Required Consenting Creditors in their reasonable discretion and otherwise in accordance with the Restructuring Support Agreement.

(h) Compliance with DIP Orders. The Obligors shall be in compliance with the DIP Orders.

(i) No Dismissal. The Chapter 11 Case of any of the Debtors shall not have been dismissed or converted to cases under Chapter 7 of the Bankruptcy Code.

(j) No Trustee. No trustee under Chapter 7 or Chapter 11 of the Bankruptcy Code or examiner with enlarged powers beyond those set forth in Section 1106(a)(3) and (4) of the Bankruptcy Code shall have been appointed in the Chapter 11 Case, and no Debtor shall have applied for, consented to or acquiesced in any such appointment.

(k) Closing Certificate. The DIP Lenders shall have received a certificate of an Authorized Officer of the Borrower confirming satisfaction of the conditions set forth in (b), (c) and (d).

(l) Restructuring Support Agreement. The Restructuring Support Agreement shall not have been terminated and shall be in full force and effect with no notice of termination, breach, default, event of default, or similar notice having been delivered by or to any signatory thereto (to the extent such breach, default, event of default, or similar notice has not been cured or waived in accordance with the terms of the Restructuring Support Agreement).

(m) Perfection. The Collateral Agent, for the benefit of the Secured Parties, shall have valid, binding, enforceable, non-avoidable, and automatically and fully perfected priming Liens on, and security interests, in the Collateral, in each case, having the priorities set forth in the DIP Orders and subject only to the payment in full in cash of any amounts due under the Carve-Out (as defined in the Interim DIP Order).

(n) Orders, Motions and Filings. (i) All orders entered in the Chapter 11 Cases providing for the payment of any Prepetition Indebtedness or otherwise affecting in any way the Obligations, the Collateral, any Liens thereon or any DIP Superpriority Claims (in each case, other than the DIP Orders) shall be in form and substance reasonably satisfactory to the Required DIP Lenders, as entered, and shall not deviate from the form thereof approved by the Required DIP Lenders in any material respect that is adverse to the interests of the DIP Lenders, and (ii) all motions and other documents filed, or to be filed, by or on behalf of any Debtor with the Bankruptcy Court in connection with the Loans or the Loan Documents, or that could reasonably be expected to affect the Collateral or the rights or remedies of any DIP Lender, shall be in form and substance reasonably satisfactory to the Required DIP Lenders.

(o) No Illegality; No Injunction. Subject to the entry of the DIP Orders and the terms thereof, each of the Obligors and the DIP Lenders shall be permitted and required to perform their respective obligations in compliance with this Agreement and the other Loan Documents, and the making of such

Loan shall not violate any applicable Law and shall not have been enjoined, whether temporarily, preliminarily or permanently.

(p) No Pari Passu Debt. As of the relevant Disbursement Date, the Borrower shall not have Incurred any Pari Passu Debt under Section 10.4(b)(xii).

Section 7.3 Determinations under Article VII

For purposes of determining compliance with the conditions specified in Sections 7.1 and 7.2, each DIP Lender shall be deemed to have consented to, approved or accepted or be satisfied with each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to the DIP Lenders unless such DIP Lender shall have delivered written notice to the Borrower prior to the Effective Date or the relevant Disbursement Date, specifying its objection thereto.

ARTICLE VIII
REPRESENTATIONS AND WARRANTIES

The Borrower and each Guarantor, each on behalf of itself, represents and warrants to each DIP Lender, on the Effective Date and on each Disbursement Date (to the extent required by Article VI), as follows:

Section 8.1 Organization; Powers

It (i) has been duly organized and is validly existing under the Laws of its respective jurisdiction of organization (in the case of the Borrower, as an investment promotion stock corporation (a *sociedad anónima promotora de inversión*) under the laws of Mexico), (ii) subject to the entry and terms of the DIP Orders and other orders of the Bankruptcy Court, as applicable, has power and authority to (a) own or use and to operate the properties it purports to own or hold under rights of lease, easement or usufruct, to carry on its business as now conducted and as proposed to be conducted, and (b) to execute, perform and deliver this Agreement and the other Loan Documents to which it is or will be a party, and (iii) is in compliance with its Organizational Documents, including its by-laws (*estatutos sociales)*.

Section 8.2 Authorization

Subject to the entry and terms of the DIP Orders, the Borrower and each Guarantor has taken all necessary corporate and other action to authorize the execution, performance and delivery of this Agreement and the other Loan Documents to which it is or will be a party in accordance with their respective terms and conditions.

Section 8.3 Enforceability

Subject to the entry and terms of the DIP Orders, each of this Agreement and the other Loan Documents to which the Borrower and any Guarantor is or will be a party has been or will be duly executed and delivered by the Borrower or any such Guarantor (as applicable) and constitutes or, when executed and delivered, will constitute the Borrower's and any such Guarantor's legal, valid and binding obligation, enforceable against it in accordance with its respective terms, subject to the DIP Orders and applicable bankruptcy, *concurso mercantil, quiebra*, insolvency, moratorium, reorganization, fraudulent transfer and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

Section 8.4 Government Approvals; Consent; No Conflicts

Subject to the entry and terms of the DIP Orders, the transactions contemplated by this Agreement and all other Loan Documents and the execution, delivery and performance thereof:

(a) do not require any consent, approval (including any exchange control approval), authorization or filing with, or order of any court or governmental agency or body for the execution, delivery and performance by the Borrower or any Guarantor of this Agreement or the other Loan Documents to which the Borrower or any such Guarantor is party or the consummation of the transactions contemplated hereby or thereby;

(b) do not require any consent or approval of, or notice to, any creditor by the terms of any agreement or instrument evidencing any debt of the Borrower or any Guarantor, as applicable;

(c) do not conflict with or result in a breach, violation, or default under (i) the Organizational Documents of the Borrower or any Guarantor; (ii) any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which the Borrower or any Guarantor is a party or bound or to which its Property is subject; or (iii) any statute, law, rule, regulation, judgment, order or decree of any court, regulatory body, administrative agency, *órgano constitucional autónomo,* governmental body or other authority having jurisdiction over the Borrower, the Guarantors or any of their properties except, in the case of clause (ii) above, any such conflict, breach, violation or default that could not reasonably be expected to have a Material Adverse Effect; and

(d) do not result in the imposition of any lien, charge or encumbrance upon any Property or asset of the Borrower or the Guarantors, except for (y) any Lien, charge or encumbrance created under this Agreement or the other Loan Documents or (z) any Permitted Liens;

Section 8.5 Licenses

Subject to the terms of the DIP Orders, the Borrower and each Guarantor, as applicable, possesses all licenses, certificates, permits and other authorizations issued by all applicable authorities necessary to conduct its business, and neither the Borrower nor any Guarantor has received any notice of proceedings relating to the revocation or modification of any such licenses, certificates, permits or other authorizations which, individually or in the aggregate, if they were the subject of an unfavorable decision, ruling or finding, would have a Material Adverse Effect.

Section 8.6 No Default

Except for defaults existing under the Prepetition Indebtedness disclosed in writing pursuant to the Working Capital Facility Second Amendment by the Borrower to the Designated DIP Lender prior to the Effective Date and defaults arising out of, or in connection with, the Chapter 11 Cases and the DIP Orders, neither the Borrower nor any Guarantor is in default of any order, judgment or decree of any court, arbitrator, or Governmental Authority that has jurisdiction over the Borrower, the Guarantors or their properties which could reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect. Subject to the entry of the DIP Orders and subject to the terms thereof, no Default or Event of Default has occurred or is continuing or would result from the consummation of the transactions contemplated by this Agreement or any other Loan Document.

Section 8.7 Litigation

Except for the Chapter 11 Cases, there are no actions, suits or proceedings by or before any court or governmental agency, authority or body or any arbitrator against or affecting the Borrower or any Guarantor, or any of its Property that are pending or, to the Knowledge of the Borrower or any Guarantor, threatened in writing that could reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect.

Section 8.8 Compliance with Laws and Agreements

Except for the Chapter 11 Cases or as otherwise disclosed in writing by the Borrower to the DIP Lenders prior to the Effective Date, the Borrower and each Guarantor is in compliance with all Laws (including labor and employee benefits Laws and Environmental Laws) applicable to it or its Property and all indentures, agreements and other instruments binding upon it or its Property, except where the failure to do so could not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect.

Section 8.9 Financial Condition

The financial statements delivered to the DIP Lenders pursuant to Section 7.1(h) present fairly the financial condition, results of operations and cash flows of the Borrower as of the dates and for the periods indicated and have been prepared in conformity with IFRS applied on a consistent basis (except as noted therein) and fairly present, in all material respects, the information included therein.

Section 8.10 No Material Adverse Effect

Since the Petition Date there has not been any change, circumstance, effect, event or occurrence that has had or reasonably could be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 8.11 Taxes

(a) Subject to the terms of the DIP Orders, it has filed all applicable tax returns that are required to be filed or has requested extensions thereof and has paid all Taxes required to be paid by it and any other assessment, fine or penalty levied against it, to the extent that any of the foregoing is due and payable, except for (i) any such assessment, fine or penalty that is being contested in good faith and for which adequate reserves have been set aside in accordance with IFRS, (ii) in any case in which the failure so to file tax returns or pay such Taxes could not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect, or (iii) Taxes to the extent stayed by the Chapter 11 Cases.

(b) There is no Tax of any kind imposed by Mexico (or any provincial, municipality or other political subdivision or taxing authority thereof or therein that exercises *de facto* or *de jure* power to impose such Tax) either: (i) on or by virtue of the execution or delivery of the Loan Documents, (ii) for the legality, validity, or enforceability of this Agreement or any other Loan Document, or (iii) as of the Effective Date and each Disbursement Date, on any payment to be made by the Borrower or any Guarantor pursuant to the Loan Documents, that is not subject to the gross-up, payment or reimbursement obligations of the Borrower or any of its Subsidiaries under Section 5.1, to the extent that such Tax is an Indemnified Tax.

Section 8.12 Legal Form; Judgments

(a) Except for the Mexican Security Documents and the Notes, which are governed by the laws of Mexico, the choice of laws of the State of New York and (to the extent applicable) the Bankruptcy Code

as the governing law of the Loan Documents to which the Borrower and any Guarantor is a party is a valid choice of law under the laws of Mexico and will be honored by the courts of Mexico.

(b) [Reserved].

(c) This Agreement and the other Loan Documents are in proper legal form under the Laws of Mexico for the enforcement thereof against the Borrower or any of its Subsidiaries party thereto under such Laws; provided that, in the event of enforcement in the courts of Mexico of this Agreement or any other Loan Document executed and delivered in a language other than Spanish, (i) a translation of such Loan Document into Spanish, prepared by a court approved translator shall be required, (ii) such translation shall be deemed valid unless objected to by the defendant in accordance with applicable Mexican procedural rules and (iii) proceedings would thereafter be based upon the translated documents.

(d) [Reserved].

Section 8.13 [Reserved]

Section 8.14 Commercial Activity; Absence of Immunity

The Borrower and each Guarantor is subject to civil and commercial law with respect to its obligations under this Agreement and each of the other Loan Documents to which it is a party. The execution, delivery and performance by the Borrower and any Guarantor of this Agreement and each of the other Loan Documents to which it is a party constitute private and commercial acts rather than public or governmental acts. Neither the Borrower, any Guarantor, nor any Property of the Borrower or any such Guarantor is entitled to any right of immunity in any jurisdiction from suit, court jurisdiction, judgment, attachment (whether before or after judgment), setoff or execution of a judgment or from any other legal process or remedy relating to its obligations under this Agreement or any of the other Loan Documents to which it is a party.

Section 8.15 Use of Proceeds

The proceeds of the New Money Loans will be used (i) in accordance in all respects with the terms of the DIP Orders and the Loan Documents and (ii) with and subject to the Effective Budget (subject to Permitted Variances), in each case including, without limitation (a) to pay professional fees and other restructuring charges arising on account of the Chapter 11 Cases, including statutory fees of the United States Trustee and allowed professional fees and expenses of an unsecured creditors' committee appointed in the Chapter 11 Cases (if any), (b) to pay amounts to the DIP Lenders hereunder and professional fees and expenses (including legal, financial advisor, appraisal and valuation-related fees and expenses) incurred by DIP Lenders and the Obligors, including those incurred in connection with the preparation, negotiation, documentation and court approval of the transactions contemplated hereby and (c) to provide working capital, and for other general corporate purposes of the Borrower, and to pay administration costs of the Chapter 11 Cases and claim or amounts approved by the Bankruptcy Court and for any other purpose not prohibited by the terms hereof, in all cases, subject to the Effective Budget as then in effect (subject to any Permitted Variances). No proceeds of any Roll-Up Loans will be advanced in cash to the Borrower, the Roll-Up Loans being deemed made on a cashless basis solely in exchange for Eligible Prepetition Claims in accordance with Section 2.4.

Section 8.16 Disclosure

None of the reports, financial statements, certificates or other information furnished by or on behalf of the Borrower or any Guarantor to the DIP Lenders in connection with the negotiation of this Agreement

and the other Loan Documents or delivered hereunder or thereunder (as modified or supplemented by other information so furnished), taken as a whole, contained as of the date such report, financial statement, certificate or information was furnished (or as of the date set forth in such information, if earlier) any untrue statement of a material fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided* that, with respect to projected financial information (if any), the Borrower represents only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time.

Section 8.17 [Reserved]

Section 8.18 Compliance with Sanctions Laws

Neither the Borrower, any Guarantor, Borrower's Subsidiaries, nor any of their respective directors or officers, or, to the Knowledge of the Borrower any of its or its Subsidiary's agent or employee (i) is, or is controlled or 50% or more owned in the aggregate by or is acting on behalf of, one or more individuals or entities that are currently a Restricted Person or the subject of any sanctions administered or enforced by the United States (including any administered or enforced by the Office of Foreign Assets Control of the United States Department of the Treasury or the United States Department of State), the United Nations Security Council, the European Union, a member state of the European Union (including sanctions administered or enforced by His Majesty's Treasury of the United Kingdom) or other relevant sanctions authority (collectively, "**Sanctions**"), (ii) is located, organized or resident in a Sanctioned Country, (iii) will, directly or, indirectly, use the proceeds of the Loans, or lend, contribute or otherwise make available such proceeds (y) to any joint venture partner or other individual or entity in any manner that would result in a violation of any applicable Sanctions by, or could result in the imposition of Sanctions against, any individual or entity (including any individual or entity participating in the transactions contemplated hereunder, whether as DIP Lender, investor or otherwise) or (z) to fund or facilitate any activities or business of or with any person or in any country or territory that, at the time of such funding or facilitation, is the subject of Sanctions, or (iv) has received notice of or is aware of any claim, action, suit, proceeding or investigation against it with respect to Sanctions by any Sanctions Authority.

Neither the Borrower nor any Guarantor, as applicable, have engaged in any dealings or transactions with or for the benefit of a Restricted Person, or with or in a Sanctioned Country, nor does the Borrower or any Guarantor have any plans to engage in dealings or transactions with or for the benefit of a Restricted Person, or with or in a Sanctioned Country, in each case that would result in a violation of any Sanctions by, or could result in the imposition of Sanctions against, any Person (including any individual or entity participating in the transaction hereunder, whether as DIP Lender or otherwise).

Section 8.19 Compliance with Anti-Corruption Laws

Neither the Borrower nor any Guarantor, nor any of the Borrower's Subsidiaries, nor any director or officer, and, to the Knowledge of the Borrower or any Guarantor, any agent or any employee of the Borrower or any Guarantor, as applicable, or other person acting on behalf of the Borrower or any Guarantor is aware of or has taken any action, directly or indirectly, that could result in a violation by such persons of the U.K. Bribery Act 2010, the United States Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (the "**FCPA**"), Mexican General Law for the National Anticorruption System (*Ley General del Sistema Nacional Anticorrupción*), the Mexican General Law for Administrative Responsibilities (*Ley General de Responsabilidades Administrativas*), and the Mexican Federal Criminal Code (*Código Penal Federal*), in each case as applicable, or any other similar applicable law of any other relevant jurisdiction (collectively, the "**Anti-Corruption Laws**"), including, without limitation, making use of the mails or any means or instrumentality of interstate commerce in furtherance of an improper offer, payment, promise to pay, promise to give or authorization of the payment of any money, or other Property,

gift, entertainment, influencing payment, kickback or other unlawful payment, or anything of value to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in order to obtain or retain business, in violation of the Anti-Corruption Laws; and the Borrower and the Guarantors and (to the Borrower's Knowledge) the Borrower's Subsidiaries and its Affiliates, are in compliance with the Anti-Corruption Laws, maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith. Neither the Borrower nor any Guarantor has used, directly or indirectly, the proceeds of the Loans in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any person in violation of the Anti-Corruption Laws. To the Knowledge of the Borrower, no action, suit or proceeding by or before any court, governmental, regulatory agency or body or any arbitrator involving the Borrower or any Guarantor are ongoing or threatened against the Borrower or any Guarantor or any of the Borrower's Subsidiaries, directors, officers, agents, employees of the Borrower or any Guarantor, as applicable, or other person acting on behalf of the Borrower or any Guarantor, with respect to Anti-Corruption Laws.

Section 8.20 Compliance with Anti-Money Laundering Laws

The operations of the Borrower and the Guarantors, as applicable, are, and have been conducted at all times during the past five (5) years, in compliance with applicable financial recordkeeping, reporting and other requirements under any Mexican, U.S. or any other applicable anti-money laundering statutes or any rules and regulations thereunder, including, without limitation, the Bank Secrecy Act, as amended by Title III of the Patriot Act, the Mexican Federal Law for the Prevention and Identification of Transactions with Funds of Illicit Origin (*Ley Federal para la Prevención e Identificación de Operaciones con Recursos de Procedencia Ilícita*) (collectively, "**Anti-Money Laundering Laws**"), and no action, suit or proceeding by or before any court or governmental agency or body or any arbitrator involving the Borrower or any Guarantor with respect to Anti-Money Laundering Laws is pending or, to the Knowledge of the Borrower or any such Guarantor, threatened.

Section 8.21 Title to Property

Subject to the terms of the DIP Orders, each of the Borrower and its Subsidiaries has, as applicable, (i) good, sufficient and legal title to (in the case of fee interests in real Property), (ii) valid usufruct or leasehold interests in (in the case of usufruct or leasehold interests in real or personal Property), (iii) valid licensed rights in (in the case of licensed interests in intellectual property) or (iv) good title to (in the case of all other personal Property) all of its properties that are material to the conduct of its business or the operation and maintenance of its properties and assets, in each case free and clear of all Liens, other than Permitted Liens.

Section 8.22 Intellectual Property

(a) The Borrower and each Guarantor, as applicable, owns or has the right to use all patents, patent applications, trademarks, service marks, trade names, trademark registrations, service mark registrations, domain names and other source indicators, copyrights and copyrightable works, know-how, trade secrets, systems, procedures, proprietary or confidential information and all other worldwide intellectual proprietary rights (collectively, "**Intellectual Property Rights**") that are material to the conduct of its business.

(b) To the Knowledge of each of the Borrower and each Guarantor, none of its Intellectual Property Rights are being infringed, misappropriated or otherwise violated by any person.

Section 8.23 Labor Matters

Neither the Borrower nor any Guarantor is engaged in any unfair labor practices, has breached any labor Law or labor agreement (whether collective bargaining (*contrato colectivo de trabajo)* or individual employment agreement (*contrato individual de trabajo*)), except as could not reasonably be expected to result in a Material Adverse Effect. No labor dispute exists, or to the Knowledge of the Borrower or any Guarantor, as applicable, is threatened in writing against such parties, except as could not have, individually or in the aggregate, a Material Adverse Effect.

Section 8.24 Subsidiaries

As of the Effective Date, the Borrower's Subsidiaries are those set forth in Schedule 8.24.

Section 8.25 Insurance

(a) The Borrower and each Guarantor, as applicable, is insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are adequate or customary or reasonably commercially available in the industry for the conduct of its business and as is customary or reasonably commercially available for similar businesses in similar industries in Mexico.

(b) (i) All material policies of insurance insuring the Borrower and the Guarantors, and their businesses, assets, employees, officers and directors are in full force and effect, (ii) the Borrower and each Guarantor is in compliance with the terms of such policies and instruments in all material respects, and (iii) there are no material claims by the Borrower or any Guarantor under any such policy or instrument as to which any insurance company is denying liability or defending under a reservation of rights clause.

(c) Neither the Borrower nor any Guarantor has been refused any material insurance coverage sought or applied for or has reason to believe that it will not be able to renew insurance coverage that is adequate, customary or reasonably commercially available in the industry as and when such existing coverage expires as may be necessary to continue its business at a cost that would not be materially higher than that of its existing insurance coverage.

Section 8.26 Environmental Laws.

(a) Neither the Borrower nor any Guarantor, nor any of its respective properties or operations thereof is subject to any outstanding written judgment, injunction, order, consent decree, or settlement agreement with any entity relating to any applicable laws or regulations relating to the protection of human health and safety, the environment or Hazardous Materials ("**Environmental Laws**");

(b) There have been no conditions or occurrences that could reasonably be expected to form the basis of claim under or in respect of Environmental Laws against the Borrower or any Guarantor, as applicable;

(c) Subject to the terms of the DIP Orders, the Borrower and each Guarantor, as applicable, has received and is in compliance with all permits, licenses or other approvals required of it under applicable Environmental Laws to conduct its business;

(d) No event or condition has occurred or is occurring that could reasonably be expected to result in a violation of, or liability of the Borrower or any Guarantor, as applicable, under, any Environmental Law;

(e) Neither the Borrower nor any Guarantor, as applicable, has received any notice of any actual or potential liability under any Environmental Law, except where such non-compliance with Environmental Laws, failure to receive required permits, licenses or other approvals, or liability could not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect; and

(f) In the ordinary course of its business, the Borrower and each Guarantor, as applicable, periodically reviews the effect of Environmental Laws on its business, operations and properties, in the course of which it identifies and evaluates associated costs and liabilities (including, without limitation, any capital or operating expenditures required for clean-up, closure of properties or compliance with Environmental Laws, or any permit, license or approval, any related constraints on operating activities and any potential liabilities to third parties); on the basis of such review, the Borrower and each Guarantor has reasonably concluded that such associated costs and liabilities could not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect.

Section 8.27 Capital Stock

All the outstanding shares of Capital Stock of the Borrower and the Guarantors, as applicable, have been validly issued and are fully paid and non-assessable.

Section 8.28 Collateral Documents

(i) The DIP Orders are effective to create in favor of the Collateral Agent, for the benefit of the Secured Parties, a legal, valid, binding and enforceable security interest in the Collateral and the proceeds and products thereof without the necessity of the execution of filing of mortgages, security agreements, pledge agreements, financing statements or other agreements or documents, except to the extent required by applicable non-U.S. law, including Mexican law, with respect to Collateral subject to such jurisdiction.

(ii) Except for those Liens created under the Prepetition Working Capital Facility, the Collateral Documents further evidence the legal and valid Liens on all the Collateral in favor of the Collateral Agent, for the benefit of the Secured Parties. Upon entry of the Interim DIP Order, the Liens created by the DIP Orders shall constitute fully perfected first priority Liens (subject only to the Carve-Out (as defined in the Interim DIP Order)) on, and security interests in, all right, title and interest of the grantors thereunder in the Collateral, subject to no senior Liens other than Permitted Specified Liens, to the extent such Liens would have priority over the Liens in favor of the Collateral Agent, for the benefit of the Secured Parties, pursuant to the DIP Orders, in each case as further evidenced by (i) financing statements in appropriate form filed in the offices specified in the Collateral Documents and (ii) any other filings contemplated hereby and by the Collateral Documents and (iii) with respect to Collateral subject to Mexican law, (A) public deeds executed before a Mexican Notary Public (Notario Público) where required by applicable Mexican law, including without limitation in connection with pledge agreements and trust agreements, (B) registrations before the Sole Registry of Movable Assets *Registro Único de Garantías Mobiliarias* (*RUG*), or any other applicable Mexican public registry, as required by applicable Mexican law, and (C) any other formalities required under any applicable Mexican law.

Section 8.29 Investment Company Act

Neither the Borrower nor any Guarantor is required to register as an "investment company" as defined in the United States Investment Company Act of 1940, as amended.

Section 8.30 Effective Budget; Budget Variance Reports

The Effective Budget was prepared in good faith based on assumptions believed by the Obligors to be reasonable at the time made and upon information believed by the Authorized Officers of the Obligors to have been reasonable based upon the information available at the time such Effective Budget was furnished; it being understood and agreed that the information and/or projections included in the Effective Budget are not to be viewed as facts and are subject to significant contingencies, many of which are not within the control of the Obligors and/or any Subsidiary, and that projected or estimated information may differ from actual results, and such differences may be material. On and after the delivery of any Budget Variance Report in accordance with this Agreement, such Budget Variance Report fairly represents, in all material respects, the information covered thereby.

Section 8.31 DIP Orders

(i) The Interim DIP Order (and when applicable, the Final DIP Order) is, following the entry thereof, effective to (i) cause the Obligations to be DIP Superpriority Claims, having the status and priority set forth in the Interim DIP Order (and when applicable, the Final DIP Order) and (ii) create in favor of the Collateral Agent, for the benefit of the Secured Parties, a legal, valid, binding and enforceable perfected first priority security interest (in accordance with the priorities set forth in the Interim DIP Order (and when applicable, the Final DIP Order)) in the Collateral without the necessity of the execution of mortgages, security agreements, pledge agreements, financing statements or other agreements or documents, provided that, with respect to any Collateral subject to Mexican law, perfection shall require compliance with applicable Mexican law formalities.

(ii) The Interim DIP Order (and when applicable, the Final DIP Order) is, following the entry thereof, in full force and effect, and has not been vacated, reversed, terminated, stayed, modified or amended in any manner without the consent of the Required DIP Lenders in their reasonable discretion.

(iii) Upon the occurrence of the Scheduled Maturity Date (whether by acceleration or otherwise), the Secured Parties shall, subject to Article IX and the applicable provisions of the Interim DIP Order (and when applicable, the Final DIP Order), be entitled to immediate payment of the Obligations and to enforce the remedies provided for under this Agreement and the other Loan Documents in accordance with the terms hereof and thereof, in each case without further application to or order by the Bankruptcy Court.

(iv) If the Interim DIP Order (and when applicable, the Final DIP Order) is the subject of a pending appeal in any respect, none of the Interim DIP Order (and when applicable, the Final DIP Order), the extension of credit or the performance by any Obligor of any of its obligations under this Agreement or any of the other Loan Documents shall be the subject of a presently effective stay pending appeal. The Debtors and the DIP Lenders shall be entitled to rely in good faith upon the Interim DIP Order (and when applicable, the Final DIP Order), notwithstanding objection thereto or appeal therefrom by any interested party. The Debtors and the DIP Lenders shall be permitted and required to perform their respective obligations in compliance with the Loan Documents notwithstanding any such objection or appeal, unless the Interim DIP Order (and when applicable, the Final DIP Order) has been stayed by a court of competent jurisdiction.

ARTICLE IX
AFFIRMATIVE COVENANTS

Until all of the Commitments have expired or terminated and all of the principal of and interest on the Loans and all fees and other amounts payable hereunder have been paid in full, each Obligor covenants and agrees with the DIP Lenders that:

Section 9.1 [Reserved]

Section 9.2 Maintenance of Corporate Existence

(a) Each Obligor shall, and the Borrower shall cause each of its Restricted Subsidiaries to: (i) preserve and maintain in effect its existing corporate existence and all registrations necessary therefore; *provided* that this restriction shall not prohibit any transactions permitted by Section 10.4, and (ii) except as could not reasonably be expected to result in a Material Adverse Effect, take all reasonable actions to maintain all rights, privileges, titles to Property, franchises and the like necessary in the normal conduct of its business, activities or operations.

(b) Each Obligor shall, and the Borrower shall cause each of its Restricted Subsidiaries to, maintain or cause to be maintained in good repair, working order and condition (normal wear and tear excepted) all material properties used or useful in its business except where the failure to do so could not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect.

Section 9.3 Payment of Taxes and Claims; Tax Returns

Subject to the terms of the DIP Orders, each Obligor shall, and the Borrower shall cause each of its Restricted Subsidiaries to, file all tax returns required to be filed by it and pay all Taxes, imposed upon it or any of its Property in respect of any of its franchises, businesses, income or profits before any penalty or interest accrues thereon, and pay all claims (including claims for labor, services, materials and supplies) for sums which have become due and payable and which by law have or might become a Lien upon its Property; *provided*, that any such filing or payment shall not be required unless the failure to make such filing or payment could reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect; *provided*, *further*, that no such Taxes, charge or claim need be paid (i) while it is being contested in good faith by appropriate proceedings promptly initiated and diligently conducted and for which reserves or other provisions shall have been made therefore in conformity with IFRS, or (ii) to the extent such Tax, charge or claim is stayed by the Chapter 11 Cases.

Section 9.4 Reporting Requirements

(a) The Borrower shall provide to the DIP Lenders the following reports:

(i) as soon as available and in any event within sixty (60) days after the close of each fiscal month of the Borrower commencing with the first fiscal month of the Borrower ending after the Effective Date, the internally generated balance sheet of each Obligor as at the end of such fiscal month, prepared in accordance with IFRS and fairly presenting in all material respects the financial position of each Obligor as of the dates indicated and the results of its operations for the periods indicated, subject to normal year-end audit adjustments and the absence of footnotes;

(ii) promptly upon and in any event within ten (10) Business Days after any Obligor or any of its Restricted Subsidiaries becoming aware of the existence of a Default or any event by reason of which payments of either principal or interest under the Loan Documents are prohibited, an Officer's

Certificate of such Obligor setting forth the details thereof and the action which such Obligor is taking or proposes to take with respect thereto;

(iii) promptly upon any Obligor obtaining Knowledge that such event has occurred (but in any event within ten (10) Business Days after such occurrence), notice of any pending or threatened (in writing), or commencement of any, action, suit, proceeding, litigation or arbitration against or involving any Obligor in an amount which, if adversely determined against such Obligor, could reasonably be expected to have a Material Adverse Effect or the occurrence of any other event, circumstance, act or condition which could reasonably be expected to result in a Material Adverse Effect;

(iv) by no later than 5:00 p.m. commencing on the fourth Friday after the Petition Date, and no less frequently than each fourth Friday thereafter, the Borrower shall provide (x) the DIP Lenders and (y) the Ad Hoc Group Advisors (as defined in the Restructuring Support Agreement) and Inbursa Advisors (as defined in the Restructuring Support Agreement), subject to any applicable confidentiality restrictions (and, for the avoidance of doubt, without any obligation of the Obligors to cleanse any materials provided by the Obligors under this Section 9.04(a)(iv)), for further distribution to the Ad Hoc Group (as defined in the Restructuring Support Agreement) and Inbursa (as defined in the Restructuring Support Agreement), with an updated Effective Budget, which Effective Budget shall modify and supersede any prior Effective Budget (i) at all times other than during the Standstill Period, upon the approval of the Required DIP Lenders and the reasonable approval of the Requisite Prepetition Secured Creditors and (ii) during the Standstill period, upon the reasonable approval of the Required DIP Lenders and the Requisite Prepetition Secured Creditors (emails from counsel to the Required DIP Lenders and the Requisite Prepetition Secured Creditors being sufficient); *provided* that the Required DIP Lenders or the Requisite Prepetition Secured Creditors, as the case may be, shall be deemed to have approved such Effective Budget if the Required DIP Lenders and the Requisite Prepetition Secured Creditors (each acting through respective counsel) have not objected to such Effective Budget within three (3) Business Days; *provided further* that for the avoidance of doubt, until the conditions for the most recently delivered Effective Budget are met, the prior Effective Budget shall remain in full force and effect for all purposes; and

(v) such other information with respect to each Obligor and its Restricted Subsidiaries from time to time as any DIP Lender may reasonably request or may be required by any DIP Lender in order to comply with any requirement under applicable Law.

(b) The Borrower shall deliver:

(i) to counsel to the DIP Lenders, (x) as soon as reasonably practicable (if at all) in advance of filing with the Bankruptcy Court or delivering to an unsecured creditors' committee appointed in the Chapter 11 Cases (if any) or the United States Trustee, as the case may be, the Final DIP Order and all other proposed orders, motions, filings and pleadings reasonably related to the Loans and the Loan Documents, any Plan of Reorganization and/or any disclosure statement related thereto and (y) by the earlier of (A) three (3) Business Days prior to being filed (and if impracticable, then as soon as possible and in no event later than promptly after being filed) on behalf of any of the Debtors with the Bankruptcy Court or (B) at the same time as such documents are provided by any of the Obligors to any statutory committee appointed in the Chapter 11 Cases or the United States Trustee, all other notices, filings, motions, pleadings or other information concerning the financial condition of any Obligor or any of its Subsidiaries or other Indebtedness of the Obligor or any request for relief under Section 363, 365, 1113 or 1114 of the Bankruptcy Code or Section 9019 of the Federal Rules of Bankruptcy Procedure, in each case, other than notices, filings, motions, pleadings or other information concerning less than U.S. $5,000,000 in value;

(ii) to counsel to the DIP Lenders, promptly after the same are available and to the extent feasible not later than three (3) Business Days prior to the filing thereof (other than in exigent circumstances in which case as soon as practicable), all pleadings, motions, applications and any other documents to be filed by or on behalf of each Obligor;

(iii) subject to any applicable confidentiality restrictions, to counsel to the DIP Lenders, receipt (and copy of) of any proposal or indication of interest for the restructuring or recapitalization of such Obligor or any Subsidiary of such Obligor or the sale of all or any of such Obligor's assets or businesses;

(iv) to each DIP Lender, any motion for the appointment of a trustee or examiner;

(v) to each DIP Lender, receipt of any written notice of a default or event of default delivered to such Obligor under any debt agreements or instruments in respect of Indebtedness in excess of U.S. $5,000,000;

(vi) to each DIP Lender, (1) the filing or commencement of, or any written threat or notice of intention of any Person to file or commence, any Adversary Proceeding not previously disclosed in writing by such Obligor to the DIP Lenders, or (2) written notice of any material development in any Adversary Proceeding that would reasonably be expected to be adversely determined and that, if adversely determined, would reasonably be expected to have a Material Adverse Effect, or that seeks to enjoin or otherwise prevent the consummation of, or to recover any damages or obtain relief as a result of, the transactions contemplated hereby; and

(vii) subject to the terms of the DIP Orders, on each Reporting Date, testing the applicable Testing Period, the Borrower shall deliver to the DIP Lenders a variance report in a form reasonably satisfactory to the Required DIP Lenders (each, a "**Budget Variance Report**") for the applicable Testing Period on or prior to 5:00 p.m., New York time on such Reporting Date, setting forth, in reasonable detail, any differences between the aggregate cumulative actual "Receipts" and "Operating Disbursements" of the Borrower and its Restricted Subsidiaries on a cumulative basis (as set forth in the Effective Budget, which shall exclude, for the avoidance of doubt, professional fees) for such Testing Period compared to the projected aggregate "Receipts" and "Operating Disbursements"of the Borrower and its Restricted Subsidiaries (excluding, for the avoidance of doubt, professional fees) set forth in the Effective Budget for such Testing Period (any such difference, a "**Variance**"), together with a statement from an Authorized Officer of the Borrower, certifying the information contained in such Budget Variance Report. The Variance Report shall also provide a reasonably detailed explanation for any Variance that exceeds the Permitted Variance. Any positive Variance calculated in any Testing Period (i.e., such amounts are favorable to the level set forth in the Effective Budget) may be carried forward to subsequent Testing Periods to offset any subsequent negative Variance in an amount not to exceed such positive Variance. Within three (3) Business Days following the reasonable written request of the Required DIP Lenders or the Requisite Prepetition Secured Creditors, the Borrower shall cause a conference call to be held attended by senior management of the Borrower or the Borrower's financial advisor with the DIP Lenders and/or the Requisite Prepetition Secured Creditors, as applicable, to discuss any updated Effective Budget and any Budget Variance Report delivered pursuant to this Section 9.4(b)(vii) and other cash management information related thereto, *provided* that such calls shall occur no more frequently than every two (2) calendar weeks.

Delivery of the above reports to the DIP Lenders is for informational purposes only and any DIP Lender's receipt of such reports will not constitute constructive notice of any information contained therein or determinable from information contained therein, including each Obligor's or its Restricted Subsidiaries'

compliance with any of its covenants in the Loan Documents (as to which the DIP Lenders are entitled to rely exclusively on Officer's Certificates).

Section 9.5 Books and Records

The Borrower shall, and shall cause each of its Restricted Subsidiaries to, keep proper books and records and accounts in which full, true and correct entries are made of all dealings and transactions in relation to its business and activities, in conformity with IFRS as applicable from time to time and otherwise in compliance in all material respects with applicable Law.

Section 9.6 Compliance with Law; Sanctions

(a) The Borrower shall, and shall cause each of its Restricted Subsidiaries to, comply with all applicable Laws in respect of the conduct of its business and the ownership of its Property, including Environmental Laws and labor laws, except such noncompliance as could not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect.

(b) The Borrower shall, and shall cause each of its Subsidiaries to, comply with (i) the FCPA, (ii) applicable Sanctions, (iii) other Anti-Corruption Laws, and (iv) Anti-Money Laundering Laws in all respects.

(c) Each of the Borrower and its Subsidiaries has instituted and maintains policies and procedures reasonably designed to prevent violations of applicable Sanctions, Anti-Corruption Laws and Anti-Money Laundering Laws.

Section 9.7 Government Approvals

The Borrower shall, and shall cause each of its Restricted Subsidiaries to, obtain, make and keep in full force and effect all authorizations from and registrations with Governmental Authorities that may be required for the validity or enforceability against the Borrower or Restricted Subsidiary of the Loan Documents, including any authorizations from and registrations as may be required by any central banks in connection with any payments to be made by the Borrower under the Loan Documents.

Section 9.8 [Reserved]

Section 9.9 [Reserved]

Section 9.10 [Reserved]

Section 9.11 [Reserved]

Section 9.12 [Reserved]

Section 9.13 Collateral Documents; Maintenance of Liens

The Borrower and each other Obligor shall:

(a) (i) Take all actions reasonably necessary or advisable to maintain and preserve the Liens created or purported to be created by the Collateral Documents and the priority of such Liens (including, for the avoidance of doubt, with respect to the Trust Estate pursuant to the Mexican Security Trust Agreement, carry out any registration renewal as it may be required by law), and (ii) from time to time, execute or cause

to be executed any and all further instruments (including financing statements, continuation statements and similar statements with respect to any Collateral Document) reasonably requested by any DIP Lender for such purposes.

(b) [Reserved]

(c) Without limiting the foregoing, promptly upon request by the Required DIP Lenders, (i) correct any material defect or error that may be discovered in any Collateral Document or in the execution, acknowledgment, filing or recordation thereof, and (ii) execute, acknowledge, deliver, record, re-record, file, re-file, register and re-register any and all such further acts, deeds, conveyances, pledge agreements, mortgages, assignments, financing statements and continuations thereof, termination statements, notices of assignment, transfers, certificates, assurances and other documents and instruments as the Required DIP Lenders may reasonably require from time to time in order to carry out more effectively the purposes of, and the transactions contemplated by, the Loan Documents, (B) maintain the perfection, validity, effectiveness and priority of the Collateral Documents and any of the Liens intended to be created thereunder and (C) assure, convey, grant, assign, transfer, preserve, protect and confirm more effectively unto the Secured Parties the rights granted or now or hereafter intended to be granted to the Secured Parties under any Loan Document or under any other document or instrument executed in connection with any Loan Document to which any Obligor or any Restricted Subsidiary is or is to be a party.

(d) Maintain and preserve the Liens created or purported to be created by the Collateral Documents and the priority of such Liens on the Collateral until the occurrence of the Scheduled Maturity Date.

Section 9.14 [Reserved]

Section 9.15 Milestones and Governance Covenants

For so long as the Restructuring Support Agreement is in effect, the Borrower shall comply with the Milestones.

ARTICLE X
NEGATIVE COVENANTS

Section 10.1 Limitation on Payment Restrictions Affecting Restricted Subsidiaries.

(a) Except as provided by (b) and as expressly directed otherwise by the DIP Orders, the Borrower shall not, and shall not cause or permit any Restricted Subsidiary to, directly or indirectly, create or otherwise cause or permit to exist or become effective any encumbrance or restriction of any kind on the ability of any Restricted Subsidiary to:

(i) pay any Indebtedness owed to the Borrower or any other Restricted Subsidiary; or

(ii) Guarantee any Indebtedness or other obligations of the Borrower or any other Restricted Subsidiary.

(b) Section 10.1(a) above shall not apply to encumbrances or restrictions existing under or by reason of:

(i) applicable law or governmental rule, regulation or order applicable other than solely on account of the action or inaction of the Borrower or any Restricted Subsidiary;

(ii) this Agreement;

(iii) the terms of any Indebtedness outstanding on the Effective Date, and any amendments, extensions, renewals, replacements or restatements thereof; provided, that any amendment, extension, renewal, replacement or restatement is not materially more restrictive with respect to such encumbrances or restrictions than those in existence on the Effective Date;

(iv) the terms of any binding agreement with respect to any Restricted Subsidiary relating to its Capital Stock or assets in effect on the Effective Date, and any amendments, extensions, renewals, replacements or restatements thereof; provided that any amendment, extension, renewal, replacement or restatement is not materially more restrictive with respect to such encumbrances or restrictions than those in existence on the Effective Date;

(v) [reserved];

(vi) customary non-assignment provisions in contracts, agreements, leases, permits, and licenses;

(vii) [reserved];

(viii) restrictions (A) with respect to any Person, or to the property or assets of any Person, at the time the Person is acquired by the Borrower or any Restricted Subsidiary, or (B) with respect to any Unrestricted Subsidiary at the time it is designated or is deemed to become a Restricted Subsidiary, which encumbrances or restrictions (i) are not applicable to any other Person or the property or assets of any other Person and (ii) were not put in place in anticipation of such event and any extensions, renewals, replacements or refinancings of any of the foregoing, provided that the encumbrances and restrictions in the extension, renewal, replacement or refinancing are, taken as a whole, no less favorable in any material respect to the DIP Lenders than the encumbrances or restrictions being extended, renewed, replaced or refinanced;

(ix) [reserved];

(x) customary provisions in joint venture or other similar agreements entered into in the ordinary course of business with respect to an acquired entity, which such joint venture or other similar agreement must be in existence at the time such entity is acquired;

(xi) restrictions imposed by Purchase Money Indebtedness for property acquired in the ordinary course of business or by Capitalized Lease Obligations, in each case permitted herein on the property so acquired, but only to the extent that such encumbrances or restrictions restrict the transfer of the property;

(xii) restrictions customarily granted in connection with securitization, factoring or discounting involving receivables;

(xiii) encumbrances or restrictions on cash or other deposits or net worth imposed by customers under contracts or other arrangements entered into or agreed to in the ordinary course of business; and

(xiv) an agreement governing Indebtedness Incurred to refinance the Indebtedness issued, assumed or Incurred pursuant to an agreement referred to in sub-clauses (i) through (xiii) of this clause (b); *provided*, that such refinancing agreement is not materially more restrictive with respect to such encumbrances or restrictions than those contained in the agreement referred to in such sub-clauses (i) through (xiv).

Section 10.2 Limitation on Restricted Payments.

(a) Except as expressly directed otherwise by the DIP Orders, the Borrower shall not and shall not cause or permit any of its Restricted Subsidiaries to, directly or indirectly, take any of the following actions (each, a "**Restricted Payment**"):

(i) declare or pay any dividend or return of capital or make any distribution on or in respect of shares of Capital Stock of the Borrower or any Restricted Subsidiary to holders of such Capital Stock, other than:

(1) dividends or distributions payable in Qualified Capital Stock of the Borrower or options, warrants or other rights to purchase Capital Stock (other than Disqualified Stock) of the Borrower;

(2) dividends or distributions payable to the Borrower and/or a Restricted Subsidiary; or

(3) dividends, distributions or returns of capital made on a pro rata basis to the Borrower and its Restricted Subsidiaries, on the one hand, and minority holders of Capital Stock of a Restricted Subsidiary, on the other hand (or on less than a pro rata basis to any minority holder);

(ii) purchase, redeem or otherwise acquire or retire for value (including, without limitation, in connection with any merger or consolidation involving the Borrower) any Capital Stock of the Borrower held by a Person other than a Restricted Subsidiary;

(iii) purchase, defease, redeem, prepay (including with respect to principal), decrease or otherwise acquire or retire for value, prior to any scheduled final maturity, scheduled repayment or scheduled sinking fund payment, as the case may be, any Indebtedness for borrowed money (other than intercompany Indebtedness and the Obligations);

(iv) pay or prepay principal or interest on, or purchase, redeem or defease, any Subordinated Shareholder Loan; or

(v) make any Investment (other than Permitted Investments).

(b) Notwithstanding the above, this Section 10.2 does not prohibit Restricted Payments that are made in accordance with the Effective Budget (including Permitted Variances thereto).

Section 10.3 [Reserved]

Section 10.4 Limitations on Indebtedness

(a) Except as expressly directed otherwise by the DIP Orders, the Borrower shall not, and shall not permit any of its Restricted Subsidiaries to, directly or indirectly, Incur any Indebtedness (including Acquired Indebtedness) or issue any Disqualified Stock or Preferred Stock.

(b) Notwithstanding the foregoing, the Borrower and, to the extent provided below, as applicable, any Restricted Subsidiary, may Incur the following ("**Permitted Indebtedness**"):

(i) Indebtedness of the Borrower and the Restricted Subsidiaries of Indebtedness represented by (A) the Obligations and (B) obligations under Prepetition Indebtedness;

(ii) Indebtedness existing on the Effective Date and described on Schedule 10.4 hereto (other than Indebtedness described in clause (b)(i) of this Section 10.4);

(iii) Indebtedness expressly permitted under the Effective Budget;

(iv) Indebtedness of the Borrower owed to and held by any Restricted Subsidiary or Indebtedness of a Restricted Subsidiary owed to and held by the Borrower or any other Restricted Subsidiary; provided, however, that:

(1) any subsequent issuance or transfer of any Capital Stock or any other event that results in any such Restricted Subsidiary ceasing to be a Restricted Subsidiary or any subsequent transfer of any such Indebtedness (except to the Borrower or a Restricted Subsidiary) shall be deemed, in each case, to constitute the Incurrence of such Indebtedness by the Borrower thereof; and

(2) if the Borrower is the obligor on such Indebtedness, such Indebtedness is expressly subordinated to the prior payment in full in cash of all obligations with respect to the Loans;

(v) Indebtedness represented by agreements or instruments in respect of an interest rate or currency swap, exchange or hedging transaction or other financial derivatives transaction; provided, that such Indebtedness was entered into in the ordinary course of business, consistent with past practice and not for speculative purposes or the obtaining of credit (other than credit consisting of exposure under such swap, exchange or hedging transaction or other financial derivatives transaction);

(vi) Indebtedness consisting of letters of credit, banker's acceptances, performance bonds, appeal bonds, surety bonds, bid bonds, customs bonds and other similar bonds, work plan guarantees and reimbursement obligations Incurred by the Borrower or any Restricted Subsidiary in the ordinary course of business securing the performance of contractual, franchise or license obligations of the Borrower or any Restricted Subsidiary (in each case, other than for an obligation for borrowed money); *provided*, however, that upon the drawing of any such letters of credit or the Incurrence of such Indebtedness, such obligations are reimbursed within sixty (60) days;

(vii) customary contingent liabilities Incurred in the ordinary course of business in respect of the acquisition or sale of goods, services, supplies or merchandise in the ordinary course of business;

(viii) Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds or Indebtedness in respect of netting services, automatic clearinghouse arrangements, overdraft protections and similar arrangements in connection with deposit accounts, in each case in the ordinary course of business; provided, that such Indebtedness is extinguished within five (5) Business Days of its Incurrence;

(ix) Indebtedness of the Borrower or any Restricted Subsidiary represented by letters of credit for the account of the Borrower or any Restricted Subsidiary, as the case may be, in order to

provide security for workers' compensation claims, payment obligations in connection with self-insurance or similar requirements in the ordinary course of business;

(x) the guarantee of Indebtedness of the Borrower or any Restricted Subsidiary that was permitted to be Incurred by the Borrower or any Restricted Subsidiary, as the case may be, under the terms of this Agreement; provided, that if the Indebtedness being guaranteed is subordinated to the Loans, then the guarantee of such Indebtedness must be subordinated to the Loans to at least the same extent; and

(xi) Indebtedness arising from agreements of the Borrower providing for indemnification, adjustment of purchase price or similar obligations, in each case, Incurred in connection with the disposition of any business, assets or Restricted Subsidiary, other than guarantees of Indebtedness Incurred by any Person acquiring all or any portion of such business, assets or Restricted Subsidiary for the purpose of financing such acquisition; provided, that the maximum aggregate liability in respect of all such Indebtedness shall at no time exceed the proceeds actually received by the Borrower in connection with such disposition.

(xii) any time following the occurrence of an RSA Termination Event, Indebtedness of the Borrower Incurred in accordance with paragraph 9(e) of the Interim DIP Order (and the applicable provision of the Final DIP Order) during the Standstill Period in an aggregate principal amount not to exceed the Pari Passu Debt Cap at any one time outstanding (such Indebtedness, "**Pari Passu Debt**"), which Pari Passu Debt may be secured by Liens on the Collateral ranking pari passu with, but not senior to, the Liens securing the Obligations; provided that (A) the holders of such Pari Passu Debt (or a representative acting on their behalf) shall have entered into an intercreditor agreement reasonably satisfactory to the Required DIP Lenders and the Requisite Prepetition Secured Creditors providing for the ratable sharing of the Collateral and the proceeds thereof between the DIP Lenders and the holders of such Pari Passu Debt, (B) the proceeds of such Pari Passu Debt shall be applied in accordance with the Effective Budget, (C) such Pari Passu Debt may be Incurred notwithstanding the occurrence and continuance of any Default or Event of Default, and (D) the incurrence of such Pari Passu Debt is expressly permitted by the DIP Orders or any other order of the Bankruptcy Court reasonably acceptable to the Required DIP Lenders;

(c) Notwithstanding any other provision of this Section 10.4, for purposes of determining compliance with this Section 10.4, increases in Indebtedness solely due to fluctuations in the exchange rates of currencies shall not be deemed to exceed the maximum amount that the Borrower or a Restricted Subsidiary may Incur under this Section 10.4. For purposes of determining compliance with any U.S. dollar-denominated restriction on the Incurrence of Indebtedness, the U.S. dollar-equivalent principal amount of Indebtedness denominated in a foreign currency shall be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was Incurred. The principal amount of any Indebtedness Incurred to refinance other Indebtedness, if Incurred in a different currency from the Indebtedness being refinanced, shall be calculated based on the currency exchange rate applicable to the currencies in which such respective Indebtedness is denominated that is in effect on the date of such refinancing;

(d) In the event that an item of Indebtedness meets the criteria of clause (a) or (b) above or more than one of the categories of Permitted Indebtedness described in clauses (i) through (xii) of clause (b) above, the Borrower may, in its sole discretion, divide and classify (or at any time reclassify) such item of Indebtedness in any manner that complies with this Section 10.4. Indebtedness permitted by this Section 10.4 need not be permitted solely by reference to one provision permitting such Indebtedness, but may be permitted in part by such provision and in part by one or more other provisions of this Section 10.4 permitting such Indebtedness. Nothing in this (d) will limit the Borrower from Incurring Indebtedness before any prepayment under Section 3.3, which Indebtedness shall be permitted under this Agreement after any prepayment under Section 3.3.

(e) For purposes of determining compliance with, and the outstanding principal amount of, any particular Indebtedness Incurred pursuant to and in compliance with this Section 10.4:

(i) The outstanding principal amount of any item of Indebtedness shall be counted only once;

(ii) the amount of Indebtedness issued at a price that is less than the principal amount thereof shall be equal to the amount of the liability in respect thereof determined in accordance with IFRS;

(iii) Guarantees of, or obligations in respect of letters of credit or similar instruments relating to, Indebtedness which are otherwise included in the determination of a particular amount of Indebtedness shall not be included; and

(iv) the accrual of interest, the accretion or amortization of original issue discount, the payment of regularly scheduled interest in the form of additional Indebtedness of the same instrument or the payment of regularly scheduled dividends on Disqualified Stock in the form of additional Disqualified Stock with the same terms shall not be deemed to be an Incurrence of Indebtedness for purposes of this Section 10.4; provided that any such outstanding additional Indebtedness or Disqualified Stock paid in respect of Indebtedness or Disqualified Stock Incurred pursuant to any provision above shall be counted as Indebtedness outstanding thereunder for purposes of any future Incurrence.

Section 10.5 Limitation on Consolidation or Merger .

(a) Except as expressly directed otherwise by the DIP Orders, neither of the Borrower nor any of its Restricted Subsidiaries shall consolidate with or merge with or into any Person.

(b) Notwithstanding the foregoing (which does not apply to transactions referred to in this sentence), any Restricted Subsidiary of the Borrower may consolidate or otherwise combine with or merge into the Borrower. Any Restricted Subsidiary may consolidate or otherwise combine with or merge into any other Restricted Subsidiary.

Section 10.6 [Reserved]

Section 10.7 Limitation on Affiliate Transactions.

(a) The Borrower shall not, and shall not permit any of its Restricted Subsidiaries to enter into or conduct any transaction (including the purchase, sale, lease or exchange of any property or the rendering of any service) with any Affiliate of the Borrower (an "**Affiliate Transaction**") involving aggregate value in excess of U.S. $10,000,000, unless:

(i) the terms of such Affiliate Transaction taken as a whole are not materially less favorable to the Borrower or such Restricted Subsidiary, as the case may be, than those that could be obtained in a comparable transaction at the time of such transaction or the execution of the agreement providing for such transaction in arm's length dealings with a Person who is not such an Affiliate; and

(ii) in the event such Affiliate Transaction involves an aggregate value in excess of U.S. $15,000,000 (or the equivalent in other currencies), the terms of such transaction have been approved by (i) either the Borrower's shareholders or its Board of Directors and (ii) the DIP Lenders.

(b) The foregoing paragraphs do not apply to:

(i) any transaction between the Borrower and any of its Restricted Subsidiaries or between Restricted Subsidiaries of the Borrower, or, in any case, any entity that becomes a Restricted Subsidiary as a result of such transaction;

(ii) the payment of reasonable and customary fees to directors of the Borrower who are not employees of the Borrower;

(iii) any Restricted Payments permitted under Section 10.2;

(iv) transactions or payments pursuant to any employee, officer or manager compensation or benefit plans or any employment, consulting, service or termination agreements, other benefit-related arrangements or similar arrangements entered into in the ordinary course of business and the payment of compensation to officers, managers and employees of the Borrower or any Restricted Subsidiary in respect thereof;

(v) transactions pursuant to any contract or agreement in effect on the Effective Date, as amended, modified or replaced from time to time so long as the amended, modified or new agreements, taken as a whole, are not materially less favorable to the Borrower and its Restricted Subsidiaries than the contract or agreement being amended, modified or replaced;

(vi) transactions with (i) customers, clients, distributors, lessors, suppliers or purchasers or sellers of goods or services or (ii) joint ventures or other similar arrangements, in each case, in the ordinary course of business and on market terms; and

(vii) any issuance or sale of Capital Stock (other than Disqualified Stock).

Section 10.8 [Reserved]

Section 10.9 [Reserved]

Section 10.10 [Reserved]

Section 10.11 [Reserved]

Section 10.12 [Reserved]

Section 10.13 Additional Bankruptcy Matters

The Borrower shall not, and shall not permit any of the Borrower's Subsidiaries to do any of the following other than as permitted by the DIP Orders:

(i) use any portion or proceeds of the credit extensions hereunder or the Collateral for payments or purposes that would violate the terms of the DIP Orders;

(ii) incur, create, assume, suffer to exist or permit, except as otherwise expressly permitted by the DIP Orders or any other order of the Bankruptcy Court reasonably acceptable to the Required DIP Lenders, any other superpriority administrative claim which is pari passu with or senior to the claim of the Secured Parties against any Debtor;

(iii) subject to the terms of the DIP Orders, assert, join, investigate, support or prosecute any claim or cause of action against any of the Secured Parties (solely in their capacities as such),

unless such claim or cause of action is in connection with the enforcement of the Loan Documents against any of the Secured Parties;

(iv) seek, consent to, or permit to exist any order granting authority to take any action that is prohibited by the terms of this Agreement, the DIP Orders, the other Loan Documents or refrain from taking any action that is required to be taken by the terms of this Agreement, the DIP Orders or any of the other Loan Documents;

(v) subject to the terms of the DIP Orders, object to, contest, delay, prevent or interfere with in any material manner the exercise of rights and remedies by the Secured Parties with respect to the Collateral following the occurrence of an Event of Default, including without limitation a motion or petition by any Secured Party to lift an applicable stay of proceedings to do the foregoing (provided that any Debtor may contest or dispute whether an Event of Default has occurred in accordance with the terms of the DIP Orders and the Loan Documents);

(vi) [reserved];

(vii) [reserved];

(viii) assert any right of subrogation or contribution against any other Obligor under this Agreement or any other Loan Document;

(ix) [reserved];

(x) file or pursue or support any other Person in filing or pursuing any Plan of Reorganization or other Chapter 11 plan or disclosure statement in respect of the Borrower that is not an Acceptable Reorganization Plan or Acceptable Disclosure Statement;

(xi) [reserved];

(xii) [reserved];

(xiii) [reserved]; or

(xiv) propose to the Bankruptcy Court, or otherwise, a sale of all or substantially all of the Collateral without the prior written consent of the Required DIP Lenders; *provided, however*, that notwithstanding the foregoing, during the Standstill Period and subject to paragraph 10 of the Interim DIP Order (and the applicable provision of the Final DIP Order), the Borrower may take any action otherwise prohibited by this clause (xiv) without the consent of the Required DIP Lenders so long as all Obligations are indefeasibly paid in full in cash simultaneously with, and as an express condition precedent to, the consummation of such sale.

Section 10.14 Sanctions and Anti-Corruption.

The Borrower shall not, and shall not permit any of its Subsidiaries to, and neither the Borrower nor its Subsidiaries shall permit or authorize any other Person to, directly or indirectly, use, or otherwise make available, all or any of the Loans: (i) for the benefit of any Restricted Person; (ii) in any manner that would reasonably be expected to result in any Borrower, Subsidiary, or DIP Lender being in breach of any Sanctions (if and to the extent applicable to any of them) or becoming a Restricted Person; or (iii) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of relevant value, to any Person in violation of any Anti-Corruption Law.

Section 10.15 Chapter 11 Modifications

Except as permitted pursuant to the terms of this Agreement and the applicable DIP Orders or otherwise consented to by the Required DIP Lenders, or at any time the Restructuring Support Agreement is not in effect, in connection with any repayment or refinancing that results in the Obligations being indefeasibly repaid in full, in cash (and the Commitments terminated) upon the consummation thereof, the Borrower shall not, and shall not permit any of the Borrower's Subsidiaries to: (i) make to or permit to be made any change, amendment or modification, or any application or motion for any change, amendment or modification, to the DIP Orders or (ii) incur, create, assume or suffer to exist or permit any other superpriority administrative claim which is pari passu with or senior to the DIP Superpriority Claims of the DIP Lender hereunder (other than superpriority claims in respect of Pari Passu Debt incurred in accordance with Section 10.4).

Section 10.16 Compliance with Effective Budget

Except as otherwise provided herein or approved by the Required DIP Lenders, the Borrower shall not, and shall not permit any of the Borrower's Subsidiaries to, directly or indirectly make any payment (as adequate protection or otherwise), or application for authority to pay, on account of any Indebtedness arising prior to the Petition Date other than payments consistent with the Effective Budget (or any Permitted Variance) (or as otherwise permitted in accordance with the terms of the DIP Orders).

Section 10.17 Braskem Idesa Servicios

Notwithstanding anything to the contrary contained herein, the Borrower shall be permitted to wind up, liquidate and/or dissolve Braskem Idesa Servicios; *provided* that, prior to such winding up, liquidation and/or dissolution, all assets of Braskem Idesa Servicios shall have been transferred to one or more of the other Obligors.

ARTICLE XI
THE GUARANTY

Section 11.1 The Guaranty

(a) In order to induce the DIP Lenders to enter into this Agreement, or for other good and valuable consideration, receipt of which is hereby acknowledged by the Guarantors, each Guarantor hereby irrevocably, severally and jointly guarantees, as a primary obligor and not merely as a surety, the due and punctual payment of all amounts payable by the Borrower under the Loan Documents, including all of the principal of and interest on the Loans hereunder and all fees and other amounts from time to time owing to the DIP Lenders hereunder, as and when such amounts become payable (whether at stated maturity, by acceleration or otherwise).

(b) The Guarantors' obligations under this Guaranty shall be absolute, unconditional and irrevocable, irrespective of the validity or enforceability of any other provision of the Loan Documents. No defenses (on grounds of law, equity, public policy or otherwise) or other circumstances that would have the effect of discharging a guarantor shall be available to the Guarantors so as to deny payment of any amount due in respect of this Guaranty against the DIP Lenders, and the Guarantors hereby expressly and irrevocably waive, and agree not to assert, any such defenses or circumstances. To the extent it is required pursuant to the applicable law now existing or that may be enacted at any time hereafter, each of Guarantors hereby (i) represents that it has obtained and/or (ii) undertakes to promptly obtain the relevant authorizations and/or licenses from, and to effect the relevant registrations with, the relevant government bodies and

agencies in connection with the execution of this Agreement, the Guaranty hereunder and the remittance of any payments by each Guarantor of any amounts under this Agreement to the DIP Lenders.

(c) This Guaranty is a guaranty of payment and not of collection, and shall remain in full force and effect until all amounts payable by the Borrower under the Loan Documents have been validly, finally and irrevocably paid in full, and shall not be affected in any way by the absence of any action to obtain such amounts from the Borrower or by any variation, extension, waiver, compromise or release of any or all of the obligations of the Borrower under the Loan Documents or of any security from time to time therefor. Each Guarantor waives all requirements as to promptness, diligence, presentment, demand for payment, protest and notice of any kind with respect to the Loan Documents, and any requirement that any DIP Lender exhaust any right, power or remedy or proceed against the Borrower under the Loan Documents, or against any other Person under any other guarantee of, or security for, any of the Borrower's obligations hereunder. In addition, each Mexican Guarantor hereby expressly waives (i) any defense arising by reason of any claim or defense based upon an election of remedies by the DIP Lender that in any manner impairs, reduces, releases or otherwise adversely affects the subrogation, reimbursement, exoneration, contribution or indemnification rights of such Mexican Guarantors or other rights of such Mexican Guarantor to proceed against any Person, and (ii) any defense based on any right set-off or counterclaim against or in respect of the obligations of such Mexican Guarantor, for which purposes each Mexican Guarantor expressly waives to any fullest extent permitted by Law, to the benefits of order (*orden*), division (*division*) and defense (*excusión*) and any other benefits whatsoever provided or otherwise set forth in Mexican Law, including Articles 2813, 2814, 2815, 2816, 2817, 2818, 2819, 2820, 2821, 2822, 2823, 2824, 2826, 2827, 2836, 2839, 2840, 2842, 2844, 2845, 2846, 2847, 2848 and 2849 of the Federal Civil Code of Mexico (*Código Civil Federal*) and the corresponding provisions of the Civil Codes of the states of Mexico and Mexico City (or any successor provisions). Each Guarantor acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated by this Agreement and that the waiver set out in this clause is knowingly made in contemplation of such benefits.

(d) This Guaranty shall not be affected by the occurrence of any Default, by any change in the laws, rules or regulations of Mexico or by any present or future action of any Governmental Authority or court amending, varying, reducing or otherwise affecting, or purporting to amend, vary, reduce or otherwise affect, any of the obligations of the Borrower under this Agreement or the other Loan Documents or by any other circumstance (other than by complete, irrevocable payment) that might otherwise constitute a legal or equitable discharge or defense of a surety or a guarantor. If the Borrower merges or consolidates with or into another entity, loses its separate legal identity or ceases to exist, the Guarantor shall nonetheless continue to be liable for the payment of all amounts payable by the Borrower under the Loan Documents.

(e) No election to proceed in one form of action or proceedings, or against any Person, or on any Obligations, shall constitute a waiver of any DIP Lender's right to proceed in any other form of action or proceeding or against any other Person unless such DIP Lender has expressed any such waiver in writing. Without limiting the generality of the foregoing, no action or proceeding by any DIP Lender against any Obligor under any document evidencing or securing debt of any Obligor to any DIP Lender shall diminish the liability of the Guarantor hereunder, except to the extent any DIP Lender receives actual payment on account of Obligations by such action or proceeding, notwithstanding the effect of any such election, action or proceeding upon the right of subrogation of the Guarantor in respect of the Borrower.

(f) This Guaranty shall remain in full force and effect or shall be reinstated (as the case may be) if at any time any payment of the Borrower, in whole or in part, is rescinded or must otherwise be returned or restored by any DIP Lender upon the insolvency, bankruptcy, *concurso mercantil*, or reorganization of the Borrower or otherwise, all as though such payment had not been made. Each Guarantor agrees that it will indemnify each DIP Lender on demand for all reasonable and documented costs and expenses (including fees of counsel) incurred by such DIP Lender in connection with such

rescission, return or restoration, including any such costs and expenses incurred in defending against any claim alleging that such payment constituted a preference, fraudulent transfer or similar payment under any bankruptcy, insolvency or similar law.

(g) Each Guarantor agrees that until the payment and satisfaction in full of all of the Borrower's obligations hereunder and the expiration and termination of the Commitments of the DIP Lenders hereunder, it shall not exercise any right or remedy arising by reason of its performance of this Guaranty, whether by subrogation or otherwise, against the Borrower or any other guarantor of any of the Borrower's obligations hereunder or any security for the Borrower's obligations hereunder including the rights of subrogation provided in Article 2830 of the Federal Civil Code (*Código Civil Federal*) and the correlative articles of the civil code of each political subdivision of Mexico (including Mexico City). If, at any time when any amount payable by the Borrower under any Loan Document is overdue and unpaid, each Guarantor receives any amount as a result of any action against the Borrower or any of its Property or assets or otherwise for or on account of any payment made by each Guarantor under this Guaranty, each Guarantor shall forthwith pay such amount received by it to the DIP Lenders, without demand, to be credited and applied upon any such amount payable by the Borrower hereunder.

(h) Each Guarantor agrees that, as between it and the DIP Lenders, the obligations of the Borrower under this Agreement may be declared to be forthwith due and payable as provided in Article XII (and shall be deemed to have become automatically due and payable in the circumstances provided in Article XII) for purposes of this Article XI notwithstanding any stay, injunction or other prohibition preventing such declaration (or such obligations from becoming automatically due and payable) as against the Borrower and that, in the event of such declaration (or such obligations being deemed to have become automatically due and payable), such obligations (whether or not due and payable by the Borrower) shall forthwith become due and payable by each Guarantor for purposes of this Article XI.

(i) Each Guarantor hereby acknowledges that this Guaranty constitutes an instrument for the payment of money, and consents and agrees that any DIP Lender, in its sole option, in the event of a dispute by any Guarantor in the payment of any moneys due hereunder, shall have the right to bring motion-action under Section 3213 of New York Civil Practice Law & Rules.

(j) The obligations of each Guarantor hereunder shall not be reduced, limited, impaired, discharged, deferred, suspended or terminated by any case or proceeding, voluntary or involuntary, involving the bankruptcy, insolvency, receivership, *concurso mercantil*, reorganization, liquidation or arrangement of the Borrower or by any defense which the Borrower may have by reason of the order, decree or decision of any court or administrative body resulting from any such proceeding.

(k) Each Guarantor acknowledges and agrees that any interest on any portion of the Obligations which accrues after the commencement of any case or proceeding referred to in clause (j) above (or, if interest on any portion of the Obligations ceases to accrue by operation of law by reason of the commencement of such case or proceeding, such interest as would have accrued on such portion of the Obligations if such case or proceeding had not been commenced) shall be included in the Obligations because it is the intention of each Guarantor that the Obligations which are guaranteed hereunder should be determined without regard to any rule of law or order which may relieve the Borrower of any portion of such Obligations.

(l) This Guaranty is a continuing guarantee of payment and not of collection, and shall apply to all obligations of the Borrower under the Loan Documents whenever arising.

ARTICLE XII
EVENTS OF DEFAULT

Section 12.1 Events of Default

If one or more of the following events of default (each an "**Event of Default**") shall occur and be continuing, the DIP Lenders shall be entitled to the remedies set forth in Section 12.2:

(a) any Obligor shall default in the payment or prepayment when due under the Loan Documents of (i) any principal of any Loans, (ii) any interest on any Loans, or (iii) any other amount payable by any Obligor under the Loan Documents; provided that, in the case of sub clauses (ii) or (iii), solely with respect to any such failure to pay which resulted from a cause or causes that are technical or administrative in nature and not from a failure by any Obligor to make a good faith effort to make such payment, such failure to pay shall not constitute an Event of Default unless such failure to pay continues for a period of five (5) Business Days immediately following the date on which such payment was due and payable; or

(b) any representation or warranty in any Loan Document (or any modification or supplement thereto, including any amendment and waiver thereto) made or deemed made by any Obligor shall prove to have been false or misleading in any material respect as of the time made or furnished, and the circumstances giving rise to such representation or warranty proving to be false or misleading, if capable of remedy, continue unremedied for a period of thirty (30) days after notice thereof by the DIP Lenders; *provided*, that no Event of Default shall occur under this (b) if (i) the condition or event giving rise to such false or misleading representation does not have or would not reasonably be expected to have a Material Adverse Effect, or (ii) the condition or event giving rise to such false or misleading representation or warranty is capable of being remedied, but by its nature cannot reasonably be remedied within such thirty (30)-day period, (iii) the Borrower has commenced remedying such Default within such thirty (30)-day period and is proceeding diligently to cure such Default and (iv) such Default is actually remedied within ninety (90) days after notice thereof by the DIP Lenders; or

(c) any Obligor shall default in the performance of its obligations under Sections 9.6(b) or 10.4, and such default continues unremedied for five (5) Business Days from the earlier of the time (i) any DIP Lender gives notice to the Borrower of such default or (ii) an Authorized Officer of the Borrower becomes aware of such default; or

(d) any Obligor shall default in the performance of any of its other obligations (other than those referred to in clauses (a) or (c) above) under any Loan Document and such default continues unremedied for a period of thirty (30) days from the earlier of the time (i) any DIP Lender gives notice to the Borrower of such default or (ii) an Authorized Officer of the Borrower becomes aware of such default *provided*, that no Event of Default shall occur under this Section 12.1(d) if (A) such Default is capable of being remedied but by its nature cannot reasonably be remedied within such thirty (30)-day period, (B) such Obligor has commenced remedying such Default within such thirty (30)-day period and is proceeding diligently to cure such Default, and (C) such Default is actually remedied within sixty (60) days after notice thereof by the DIP Lenders; or

(e) except as a result of commencement of the Chapter 11 Cases or unless the payment, acceleration and/or the exercise of remedies with respect to any such Indebtedness is stayed by the Bankruptcy Court (including, for the avoidance of doubt, by the operation of the Bankruptcy Code), any Obligor defaults under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any debt by such Obligor (or the payment of which is guaranteed by any Obligor), whether such debt or guarantee now exists or is created after the date of this Agreement, which default (A) is caused by a failure to pay principal of or premium, if any, or interest on such debt after giving

effect to any grace period provided for such debt on the date of such default, (a "**Payment Default**") or (B) results in the acceleration of such debt prior to its express maturity and, in each case of the foregoing sub-clauses (A) and (B), the principal amount of any such debt, under which there has been a Payment Default or the maturity of which has been so accelerated, totals U.S. $10,000,000 (or the equivalent thereof at the time of determination) or more in the aggregate; or

(f) except for any order of the Bankruptcy Court fixing the amount of any claim in the Chapter 11 Cases, one or more final judgments or decrees for the payment of money in excess of U.S. $20,000,000 (or the equivalent thereof at the time of determination) in the aggregate are rendered against any Obligor (and are not paid (whether in full or in installments in accordance with the terms of the judgment) or otherwise discharged (and otherwise not covered by a reputable and Solvent insurance company)) and, in the case of each such judgment or decree, either (A) an enforcement proceeding has been commenced by any creditor upon such judgment or decree and is not dismissed within ninety (90) days following commencement of such enforcement proceedings or (B) there is a period of ninety (90) days following such judgment during which such judgment or decree is not discharged, waived or the execution thereof stayed; or

(g) other than the Chapter 11 Cases, any Obligor or any Restricted Subsidiary, (i) (A) any voluntary case or proceeding is commenced by such Obligor under any Bankruptcy Law, or consent to the entry of an order for relief in respect of any Obligor in an involuntary case or proceeding under any Bankruptcy Law or to the commencement of any bankruptcy or insolvency case or proceeding against any Obligor, or (B) consent by such Obligor to the appointment of a receiver, trustee, custodian, conservator, conciliador, síndico or other similar official in bankruptcy or insolvency of such Obligor or any of its Property; or (ii) the entry by a court with competent jurisdiction of an order for relief in respect of any Obligor, in an involuntary case or proceeding under any Bankruptcy Law remains undismissed, undischarged or unbonded for a period of sixty (60) consecutive days; or (iii) any Obligor shall take any action in furtherance of any of the acts set forth in clause (i) above (in each case solely as evidenced by the adoption of a corporate resolution by the shareholders of such Obligor in favor of any such actions); provided that this clause (g) shall not apply (i) to the extent that (A) with respect to the case of any Restricted Subsidiary that is not a Debtor, within ten (10) Business Days after the commencement thereof, such case becomes jointly administered with the Chapter 11 Cases and (B) each of the Interim DIP Order and/or Final DIP Order (as applicable) are made applicable to such Restricted Subsidiary hereunder on terms and conditions reasonably satisfactory to the Required DIP Lenders or (ii) to any local proceeding to recognize the Chapter 11 Cases or to enforce the automatic stay or other protective provisions granted to the Debtors in the Chapter 11 Cases;

(h) a Change of Control shall have occurred;

(i) any Loan Document (or material provision thereof) shall fail (after execution and delivery thereof) to be valid and binding or cease to be in full force and effect, or the Borrower shall so assert, or the performance by any Obligor any obligation under the Loan Documents becomes unlawful or the Borrower so assert in writing; or

(j) the Interim DIP Order or the Final DIP Order ceases to be effective to grant a first priority perfected security interest, free and clear of all other Liens, in favor of the Collateral Agent, for the benefit of the Secured Parties, on the Collateral described therein and such failure is not remedied within fifteen (15) days and, if the Borrower is diligently working to resolve such failure, an additional fifteen (15) days; or

(k) (i) any Governmental Authority of Mexico shall impose exchange controls prohibiting the making of payments in U.S. Dollars in respect of the Loans or (ii) any action is taken by a Governmental

Authority of Mexico, including the declaration of a moratorium on payment of any Indebtedness, that has or could reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect;

(l) (i) any Governmental Authority of Mexico shall have condemned, nationalized, seized or otherwise expropriated any part of the Collateral or all or substantially all of the Property of the Borrower and its Subsidiaries, taken as a whole, or shall have assumed control of such Property, (ii) any Government Approval at any time necessary to enable the Borrower or its Subsidiaries to comply with any of its obligations under any of the Loan Documents is terminated, revoked, withdrawn or otherwise not in full force and effect and such termination, revocation, withdrawal or lack of effectiveness could reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect;

(m) the Borrower shall file a motion in the Chapter 11 Cases to obtain additional or replacement financing from a party other than the DIP Lenders under Section 364(d) of the Bankruptcy Code (unless (x) such additional or replacement financing provides for the repayment in full in cash of all Obligations and (y) such repayment occurs on or before the earlier of 23 days after the filing of such motion and two Business Days after the entry of an order of the Bankruptcy Court approving such additional or replacement financing) or to use cash collateral of the DIP Lenders under Section 363(c) of the Bankruptcy Code, except with the express written consent of the Required DIP Lenders (it being understood that, in any event, the Secured Parties shall retain and hereby reserve all rights and objections relating to any such motion);

(n) the Borrower shall file a motion seeking an order (i) approving payment of any prepetition claim other than (x) as provided for in the "first day" or "second day" orders, (y) contemplated by the Effective Budget (including Permitted Variances), or (z) otherwise consented to by the Required DIP Lenders in writing, (ii) granting relief from the automatic stay under Section 362 of the Bankruptcy Code to any holder of any security interest to permit foreclosure on any assets having a book value in excess of U.S. $5,000,000 in the aggregate, or (iii) approving any settlement or other stipulation not approved by the Required DIP Lenders and not included in the Effective Budget with any secured creditor of any Obligor providing for payments as adequate protection or otherwise to such secured creditor;

(o) [reserved];

(p) an order shall be entered by the Bankruptcy Court dismissing any of the Chapter 11 Cases or converting any of the Chapter 11 Cases to a case under Chapter 7 of the Bankruptcy Code, in each case, which does not contain a provision for termination of the Commitments, and payment in full in cash of all Obligations (other than contingent indemnification obligations as to which no claim has been asserted) of the Obligors hereunder and under the other Loan Documents upon entry thereof;

(q) an order is entered by the Bankruptcy Court in the Chapter 11 Cases without the express prior written consent of the Required DIP Lenders (i) to revoke, reverse, stay, modify, supplement or amend the DIP Orders in a manner that is materially inconsistent with this Agreement, (ii) to permit any superpriority adequate protection lien or claim to have administrative priority as to the Obligors equal or superior to the priority of the DIP Superpriority Claim shall be entered by the Bankruptcy Court except as otherwise permitted under this Agreement or (iii) dismissing any of the Chapter 11 Cases which does not contain a provision for termination of all Commitments, and payment in full of all Obligations upon entry thereof;

(r) the Borrower violates any term, provision or condition in the Interim DIP Order or Final DIP Order, as applicable;

(s) [reserved];

(t) the entry of an order by the Bankruptcy Court terminating or shortening the exclusive right of the Borrower to file a Chapter 11 plan pursuant to Section 1121 of the Bankruptcy Code, without the prior written consent of the Required DIP Lenders;

(u) (i) the Borrower shall attempt to invalidate, reduce or otherwise impair the Liens or security interests of the Secured Parties, claims or rights against such Person or to subject any Collateral to assessment pursuant to Section 506(c) of the Bankruptcy Code, (ii) the Lien or security interest created by the Collateral Documents or the DIP Orders with respect to Collateral with a value in excess of U.S. $7,500,000 in the aggregate shall, for any reason, on and after the entry of the DIP Orders, cease to be valid or (iii) any action is commenced by the Obligors which contests the validity, perfection or enforceability of any of the Liens and security interests of the Secured Parties created by any DIP Orders, this Agreement, or any Collateral Document;

(v) the Borrower shall seek to, or shall support (in any such case by way of any motion or other pleading filed with the Bankruptcy Court or any other writing to another party-in-interest executed by or on behalf of such Obligor) any other Person's motion to, disallow in whole or in part the Secured Parties' claim in respect of the Obligations or contest any material provision of any Loan Document or any material provision of any Loan Document shall cease to be effective (other than in accordance with its terms);

(w) [reserved];

(x) the Borrower or any of its Subsidiaries attempt to consummate a sale of substantially all of its assets via a Plan of Reorganization or a 363 sale without consent of the Required DIP Lenders; *provided, however*, that notwithstanding the foregoing, during the Standstill Period and subject to paragraph 10 of the Interim DIP Order (and the applicable provision of the Final DIP Order), the Borrower may take any action otherwise prohibited by this clause (x) without the consent of the Required DIP Lenders so long as all Obligations are indefeasibly paid in full in cash simultaneously with, and as an express condition precedent to, the consummation of such sale;

(y) there shall be any Plan of Reorganization confirmed in the Chapter 11 Cases that is not an Acceptable Reorganization Plan;

(z) the Bankruptcy Court shall enter an order or orders granting relief from the automatic stay applicable under section 362 of the Bankruptcy Code to the holder or holders of any security interest to (i) permit foreclosure (or the granting of a deed in lieu of foreclosure or the like) on any assets of the Debtor which have a value in excess of U.S. $7,500,000 in the aggregate or (ii) permit other actions that would have a Material Adverse Effect on the Debtor or its estate (taken as a whole);

(aa) an order of the Bankruptcy Court shall be entered denying or terminating use of cash collateral by the Borrower or imposing any material additional conditions on such use (and such order remains unstayed for more than seven (7) Business Days), in each case, without the consent of the Required DIP Lenders (with an email from counsel being sufficient);

(bb) the Borrower (or any direct or indirect parent entity or Subsidiary thereof), or any Person claiming by or through the Borrower or any of its Subsidiaries, shall (x) obtain court authorization to commence, or shall commence, join in, assist or otherwise participate as an adverse party in any suit or other proceeding against any Secured Party (in any of their respective capacities as such) relating to the Loans or the Loan Documents, unless such suit or other proceeding is in connection with the enforcement of the Loan Documents against such Secured Party, in its capacities as such or (y) file, assist or otherwise participate in any pleading that, if the relief requested therein were granted, would result in an Event of Default; provided

that the filing of a motion for standing to commence a suit or action by any Person shall not constitute an Event of Default under this clause (bb);

(cc) the payment by the Borrower of any of obligations under the Prepetition Indebtedness other than (i) as permitted by any "first day" or "second day" order entered by the Bankruptcy Court on or prior to the Effective Date, (ii) as permitted by any other order of the Bankruptcy Court, in each case consistent with the Effective Budget (including Permitted Variances) or (iii) as otherwise consented to by the Required DIP Lenders;

(dd) termination of the Restructuring Support Agreement; or

(ee) any holder of Subordinated Indebtedness (other than Braskem S.A.) (or any agent or trustee acting on its behalf) shall commence, join in or otherwise pursue any enforcement, foreclosure or other realization action, whether judicial or extrajudicial, with respect to any Lien or purported Lien on any Collateral.

Section 12.2 Default Remedies

If any Event of Default shall occur and be continuing, then, subject to any requirements or limitations imposed by the DIP Orders (including, without limitation, the Standstill Period and paragraph 10 of the Interim DIP Order), (i) the Required DIP Lenders, may, by notice to the Obligors or any of them, without further order of or application or motion to the Bankruptcy Court, and without restriction or restraint by any stay under Sections 362 or 105 of the Bankruptcy Code, (a) cease making New Money Loans and/or suspend or declare the obligations of each DIP Lender hereunder to be terminated, whereupon such obligations shall terminate, and (b) declare all amounts payable hereunder by the Obligors or any of them that would otherwise be due after the date of such termination to be immediately due and payable, whereupon all such amounts shall become immediately due and payable, all without diligence, presentment, demand of payment, protest or notice of any kind, which are expressly waived by each Obligor, (c) declare the termination, restriction, or revocation of the ability of the Obligors to use cash collateral (subject to the DIP Orders), (d) take any actions reasonably calculated to preserve or safeguard the Collateral or to prepare the Collateral for sale, (e) set off any amounts held as cash collateral (including, without limitation, in any cash collateral account held for the benefit of the Secured Parties), (f) take any other action or exercise any other right or remedy permitted under the Loan Documents, the DIP Orders, or any applicable law, including the Bankruptcy Code and the UCC; and (ii) the Collateral Agent, upon request by the Required DIP Lenders, may exercise all rights and remedies available to the Secured Parties pursuant to the Collateral Documents, including without limitation, to foreclose on, or otherwise enforce and realize on the Liens on any or all of the Collateral, including by collecting accounts receivable and applying the proceeds thereof to the Obligations or foreclose on the Collateral. Notwithstanding anything to the contrary herein, the enforcement of Liens on or remedies with respect to the Collateral and the exercise of all other remedies provided for in this Agreement and the other Loan Documents against any Debtor, shall be subject to the provisions of the Interim DIP Order (and, when entered, the Final DIP Order), including with respect to the Remedies Notice Period (as defined in the DIP Orders); *provided* that, notwithstanding anything in this Agreement or any other Loan Document to the contrary, the Required DIP Lenders may, in their sole discretion, waive any Default or Event of Default arising under this Agreement or any other Loan Document and, to the extent necessary (as determined by the Required DIP Lenders) to implement such waiver, amend this Agreement or such other Loan Document. No Obligor shall seek, or permit any other Debtor to seek, to enjoin, hinder, delay or object to the Required DIP Lenders' exercise of any rights and remedies, and, at any proceeding with respect to such exercise of rights and remedies, no Obligor shall raise, or permit any other Debtor to raise, any substantive objections, other than to challenge the occurrence of the relevant Event of Default. For the avoidance of doubt, and notwithstanding anything to the contrary set forth herein or in any other Loan Document, any exercise of remedies hereunder or in any other Loan Document shall

be subject in all respects to the terms and conditions set forth in the DIP Orders (including, without limitation, paragraph 10 of the Interim Order). In the event of any conflict between this Section 12.2 and the DIP Orders, the DIP Orders shall control.

Section 12.3 [Reserved].

Section 12.4 Rights of Setoff.

Subject to the occurrence and at any time following the expiration of the Standstill Period and subject to the DIP Orders, if any amount payable hereunder is not paid as and when due and such failure results in an Event of Default, each Obligor hereby authorizes each DIP Lender and each Affiliate of each DIP Lender to proceed without prior notice, by right of setoff, banker's lien or counterclaim, against any assets of the Borrower (with respect to a failure to pay any amount hereunder by the Borrower only) or any Guarantor (as the case may be) in any currency that may at any time be in the possession of such DIP Lender or Affiliate, at any branch or office, to the full extent of all amounts payable to the DIP Lender hereunder. Any DIP Lender that so proceeds or that has an Affiliate that so proceeds against any Obligor shall forthwith give notice to the other DIP Lenders of any action taken by such DIP Lender or Affiliate pursuant to this Section; *provided* that the failure to give such notice shall not affect the validity of such setoff and application.

Section 12.5 Rights Not Exclusive.

The rights provided for herein are cumulative and are not exclusive of any other rights, powers, privileges or remedies provided by law.

ARTICLE XIII
COLLATERAL AGENT

Section 13.1 Appointment

(a) Each DIP Lender hereby appoints and authorizes the Collateral Agent to act as the collateral agent under the Mexican Security Documents to which the Collateral Agent is a party with such powers as are specifically delegated to the Collateral Agent by the terms of the Mexican Security Documents to which the Collateral Agent is a party, together with such other powers as are reasonably incidental thereto. The Collateral Agent (which term as used in this sentence, in Section 13.5 and in the first sentence of Section 13.6 shall include reference to its Affiliates and its own and its Affiliates' officers, directors, employees, representatives and agents):

(i) shall have no duties or responsibilities except those expressly set forth in the Mexican Security Documents to which the Collateral Agent is a party and shall not by reason of this Agreement or any other Loan Document be a trustee or fiduciary for any DIP Lender;

(ii) shall not be responsible to the DIP Lenders for any recitals, statements, representations or warranties contained in any Loan Document, or in any certificate or other document referred to or provided for in, or received by any of them under, any Loan Document, or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of any Loan Document or any other document referred to or provided for herein, the creation or perfection of any security interest under any Loan Document or for any failure by any Obligor to perform any of its obligations hereunder or thereunder;

(iii) shall not be required to initiate or conduct any litigation, collection proceedings or remedies other than those established in the Mexican Security Agreements;

(iv) shall not be responsible for any action taken or omitted to be taken by it hereunder or under any other document referred to or provided for herein or in connection herewith, except for its own gross negligence or willful misconduct as determined by a final non-appealable decision of a court of competent jurisdiction;

(v) shall not be bound to make any investigation into the facts or matters stated in any certificate, statement, instrument, opinion, report, notice, request, direction, consent, order or other paper or document;

(vi) shall not be responsible or liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Collateral Agent has been advised of the likelihood of such loss or damage and regardless of the form of action; and

(vii) in no event shall the Collateral Agent be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, epidemics, pandemics nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Collateral Agent shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

(b) The Collateral Agent may employ agents and attorneys-in-fact and shall not be responsible for the negligence or misconduct of or for the supervision of any such agents or attorneys-in-fact that were selected by it in good faith.

(c) Any Person: (i) into which the Collateral Agent may be merged or consolidated, or (ii) that may result from any merger, conversion or consolidation to which the Collateral Agent shall be a party, shall (if the Collateral Agent is not the surviving entity) be the successor of the Collateral Agent without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

Section 13.2 Reliance by the Collateral Agent

The Collateral Agent shall be entitled to rely conclusively upon any certification, notice or other communication (including any thereof by e-mail or telephone) reasonably believed by it to be genuine and correct and to have been signed or sent by or on behalf of the appropriate Person, and upon advice and statements of legal counsel and other experts selected by the Collateral Agent. The Collateral Agent shall in all cases be fully protected in acting, or in refraining from acting, thereunder in accordance with instructions given by the Required DIP Lenders and such instructions of the Required DIP Lenders and any action taken or failure to act pursuant thereto shall be binding upon all of the DIP Lenders.

Notwithstanding anything else to the contrary herein, whenever reference is made in this Agreement or in any Mexican Security Document to any discretionary action by, consent, designation, specification, requirement or approval of, notice, request or other communication from, or other direction given or action to be undertaken or to be (or not to be) suffered or omitted by the Collateral Agent or to any election, decision, opinion, acceptance, use of judgment, expression of satisfaction or other exercise of discretion, rights or remedies to be made (or not to be made) by the Collateral Agent, it is understood that in all cases the Collateral Agent shall be fully justified in failing or refusing to take any such action under this Agreement if it shall not have received such written instruction, advice or concurrence of the Required DIP Lenders or such other number or percentage of the DIP Lenders as shall be expressly provided for

herein or in the other Loan Documents or any agreement to which the DIP Lenders and the Collateral Agent is a party and acting in accordance with such documents (such DIP Lenders being referred to herein as the "**Relevant DIP Lenders**"), as the Collateral Agent deems appropriate. Upon receipt of such written instruction, advice or concurrence from the Relevant DIP Lenders, the Collateral Agent shall take such discretionary actions in accordance with such written instruction, advice or concurrence. This provision is intended solely for the benefit of the Collateral Agent and its successors and permitted assigns and is not intended to and will not entitle the other parties hereto to any defense, claim or counterclaim, or confer any rights or benefits on any party hereto.

Section 13.3 Defaults

The Collateral Agent shall not be deemed to have Knowledge or notice of the occurrence of a Default or Event of Default unless it has received written notice from a DIP Lender or an Obligor specifying such Default or Event of Default and stating that such notice is a "notice of default". If the Collateral Agent receives such a notice, then it shall give prompt notice thereof to the DIP Lenders. Any determination of the existence of a Default or Event of Default shall be made solely by the Required DIP Lenders. The Collateral Agent shall (subject to Section 13.7) take such action with respect to any such Default or Event of Default as shall be directed by the Required DIP Lenders; *provided* that unless and until the Collateral Agent shall have received such directions, it may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as it shall deem advisable in the best interest of the DIP Lenders except to the extent that the Loan Documents expressly require that such action be taken, or not be taken, only with the consent or upon the authorization of the Required DIP Lenders or all of the DIP Lenders.

Section 13.4 [Reserved]

Section 13.5 Indemnification

The DIP Lenders agree to indemnify the Collateral Agent ratably in accordance with the aggregate principal amount of the Loans held by the DIP Lenders (or, if no Loans are at the time outstanding, ratably in accordance with their respective Commitments), for any and all losses, liabilities, claims, obligations, damages or expenses (including the fees and disbursements of counsel) incurred by it arising out of or by reason of any investigation in any way relating to or arising out of any documents contemplated by or referred to herein or the transactions contemplated thereby other than additional administrative costs and expense resulting from a Default or Event of Default, normal administrative costs and expenses incident to the performance of its agency duties hereunder or the enforcement of any of the terms hereof or of any such other documents; *provided* that no DIP Lender shall be liable to the Collateral Agent for any of the foregoing to the extent that it arises from the gross negligence or willful misconduct of such person as determined by a final, nonappealable judgment by a court of competent jurisdiction. In no event shall any DIP Lender be liable to the Collateral Agent for any punitive or consequential damages in connection with any of the Loan Documents.

Section 13.6 Non-Reliance upon the Collateral Agent and Other DIP Lenders

Each DIP Lender agrees that it has, independently and without reliance upon the Collateral Agent, or any other DIP Lender, and based upon such documents and information as it has deemed appropriate, made its own credit analysis of the Obligors and decision to enter into this Agreement and that it will, independently and without reliance upon the Collateral Agent, or any other DIP Lender, and based upon such documents and information as it shall deem appropriate at the time, continue to make its own analysis and decisions in taking or not taking action under this Agreement and the other Loan Documents. The

Collateral Agent shall not be required to keep itself informed as to the performance or observance by any Obligor of this Agreement or any other Loan Document to which such Obligor is a party, or any other document referred to or provided for herein or to inspect the properties or books of any Obligor. Except for notices, reports and other documents and information expressly required to be furnished to the DIP Lenders by the Collateral Agent under the Loan Documents, the Collateral Agent shall not have any duty or responsibility to provide any DIP Lender with any credit or other information concerning the affairs, financial condition or business of any Obligor that may come into the possession of the Collateral Agent or any of its Affiliates.

Section 13.7 Failure to Act

The Collateral Agent shall in all cases be fully justified in failing or refusing to act under the Loan Documents unless it shall receive further assurances to its satisfaction from the DIP Lenders of their indemnification obligations under Section 13.5 against any and all liability and expense that may be incurred by it by reason of taking or continuing to take any such action. No provision of any Loan Document shall require the Collateral Agent to take any action that it reasonably believes to be contrary to applicable law or to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties thereunder or in the exercise of any of its rights or powers if it shall have reasonable grounds to believe that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

Section 13.8 Resignation or Removal of the Collateral Agent

Subject to the appointment and acceptance of a successor Collateral Agent as provided below (or a court of competent jurisdiction granting such other relief), the Collateral Agent may resign at any time by giving notice thereof to the DIP Lenders and the Borrower, and the Collateral Agent may be removed at any time with or without cause by the Required DIP Lenders. Upon any such resignation or removal, the Required DIP Lenders (if no Default or Event of Default then exists, with the consent of the Borrower, which consent shall not be unreasonably withheld or delayed) shall have the right to appoint a successor Collateral Agent. If no successor Collateral Agent shall have been so appointed and shall have accepted such appointment within 30 days after the Collateral Agent's giving of notice of resignation or the Required DIP Lenders' election to remove the Collateral Agent, then the Collateral Agent may, on behalf of the DIP Lenders, appoint a successor Collateral Agent, which shall be a Mexican entity which provides collateral administration services, or, at the expense of the Borrower petition any court of competent jurisdiction for the appointment of a successor Collateral Agent or such other appropriate relief. Upon the acceptance of any appointment as Collateral Agent hereunder by a successor, such successor shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the replaced Collateral Agent, and the replaced Collateral Agent shall be discharged from its duties and obligations hereunder. After the Collateral Agent's resignation or removal hereunder, the provisions of this Article XIII and Article XIV shall continue in effect for its benefit in respect of any actions taken or omitted to be taken by it while it was acting as the Collateral Agent.

ARTICLE XIV
EXPENSES AND INDEMNIFICATION

Section 14.1 Initial Expenses

The Borrower shall reimburse the Collateral Agent and the DIP Lenders in Dollars within ten (10) Business Days of demand for all duly documented out of pocket expenses (including fees and expenses of a single New York and a single Mexican external counsel to the Collateral Agent and the DIP Lenders) reasonably incurred by the Collateral Agent and the DIP Lenders in connection with the negotiation,

preparation and execution of this Agreement and the other Loan Documents (and legal opinions) irrespective of whether or not any Loans are drawn (but subject (a) in the case of legal fees, to any separately agreed limitation on such fees, and (b) in the case of out-of-pocket costs and expenses (other than any legal fees which are subject to a separately agreed limitation on such fees).

Section 14.2 Amendment and Enforcement Expenses

The Borrower shall reimburse the Collateral Agent and each DIP Lender in Dollars on demand for (a) all reasonable and duly documented out of pocket expenses (including documented fees and expenses of external counsel, subject to any separately agreed limitation on such fees and expenses) incurred in connection with the negotiation, preparation or execution of any amendment to this Agreement or any other Loan Document which is proposed by any Obligor and (b) all duly documented out of pocket expenses (including documented fees and expenses of external counsel, subject to any separately agreed limitation on such fees and expenses) incurred at any time when a Default or Event of Default shall have occurred and be continuing as a consequence of, or in connection with, (x) such Default or Event of Default, or (y) the preservation, waiver or enforcement of any right of the Collateral Agent or the DIP Lenders under this Agreement or any other Loan Document, including any enforcement or foreclosure on the Collateral.

Section 14.3 Other Expenses

If the Borrower (a) fails, after giving a Notice of Borrowing, to fulfill the conditions set forth in Article VII at or before the respective times specified for their fulfillment or otherwise defaults in its irrevocable commitment pursuant to Section 2.2 or (b) fails to pay any amount payable hereunder as and when due (including any prepayment on the date or in the amount notified by the Borrower), the Borrower shall, upon demand of a DIP Lender from time to time, promptly compensate such DIP Lender for and hold such DIP Lender harmless from any reasonably documented actual loss, cost or expense incurred by it.

Section 14.4 General Indemnification

(a) The Obligors shall indemnify and hold harmless the Collateral Agent and each of the DIP Lenders and each of their respective Affiliates, and each of their respective officers, directors, employees, agents, advisors and representatives (each, an "**Indemnified Party**") from and against any and all claims, damages, losses, liabilities and reasonable and duly documented expenses (including, without limitation, reasonable and documented fees and disbursements of counsel), joint or several, incurred by or asserted or awarded against any Indemnified Party by any third party or by any Obligor in connection with, or as a result of, any claim, investigation, litigation or proceeding or the preparation of a defense in connection therewith, in each case, arising out of, in connection with, or by reason of, (i) the Loans, (ii) the execution or delivery of this Agreement or any other Loan Document, the performance by the parties hereto of their respective obligations hereunder, (iii) non-compliance by any Obligor with, or liability under, any Environmental Law, (iv) the transactions contemplated by this Agreement or any other Loan Document or (v) any actual or proposed use of the proceeds of the Loans, except to the extent such claim, damage, loss, liability or expense is found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Party's willful misconduct or gross negligence. In the case of an investigation, litigation or other proceeding to which the indemnity in this paragraph applies, such indemnity shall be effective, whether or not such investigation, litigation or proceeding is brought by any Obligor, any of its directors, security-holders or creditors, an Indemnified Party or any other person or an Indemnified Party is otherwise a party thereto and whether or not the transactions contemplated by the Loans or the Loan Documents are consummated. In no event shall any Obligor or any of their respective officers, directors, employees, representatives, attorneys and agents, be liable to any Person for special, indirect, consequential or punitive damages; *provided* that this shall not limit the obligations of the Obligors to indemnify any Indemnified Party for the amounts specified above. The Collateral Agent and each of the DIP Lenders agrees not to settle,

compromise or consent to the entry of any judgment in any pending or threatened claim, action or proceeding in respect of which indemnification could be sought under the indemnification provisions of this Agreement (whether or not any Obligor is an actual or potential party to such claim, action or proceeding), without written consent from the Obligors, which consent shall not be unreasonably withheld or delayed. This paragraph (a) shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim.

(b) Each Obligor agrees that no Indemnified Party shall have any liability (whether direct or indirect, in contract or tort or otherwise) to any Obligor or any security holders or creditors thereof related to or arising out of or in connection with this Agreement or any of the Loan Documents or such other documents or transactions contemplated by or referred to in this Agreement or the Loan Documents, except to the extent that any loss, claim, damage or liability is found in a final, nonappealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Party's willful misconduct or gross negligence. Each Obligor agrees, without the prior written consent of the Indemnified Parties, not to settle, compromise or consent to the entry of any judgment in any pending or threatened claim, action or proceeding in respect of which indemnification could be sought under the indemnification provisions of this Agreement (whether or not any Indemnified Party is an actual or potential party to such claim, action or proceeding), unless such settlement, compromise or consent includes an unconditional written release in form and substance satisfactory to the Indemnified Parties of each Indemnified Party from all liability arising out of such claim, action or proceeding and does not include any statement as to an admission of fault, culpability or failure to act by or on behalf of any Indemnified Party.

(c) In no event shall the Collateral Agent or any DIP Lender or any of their respective Affiliates or any of their respective officers, directors, employees, representatives, attorneys and agents, be liable to any Person for special, indirect, consequential or punitive damages arising out of or otherwise relating to the actual or proposed use of the proceeds of the Loans, the Loan Documents or any of the transactions contemplated thereby.

(d) Upon receipt by an Indemnified Party of notice of a matter giving rise to an indemnification claim under this Section 14.4, such Indemnified Party shall promptly notify the Obligors with respect thereto. Notwithstanding the foregoing, the Obligors' obligation to pay any legal fees and expenses will be subject to the conditions that: (i) the Obligors shall not be responsible for the fees and expenses of more than one separate counsel for all Indemnified Parties in any single matter in each applicable jurisdiction (provided that the Collateral Agent and each DIP Lender and its related Indemnified Parties shall in all instances be indemnified for their own separate counsel in any applicable jurisdiction) and (ii) the Obligors shall not be obligated to reimburse any Indemnified Party in advance of a final determination of such matter unless such Indemnified Party agrees in writing to refund such amounts to the Obligors in the event that it is ultimately determined in respect of such matter in a final, non-appealable judgment by a court of competent jurisdiction that the relevant claim resulted from the Indemnified Party's gross negligence or willful misconduct. Failure by an Indemnified Party to provide the notice required above shall not relieve the Obligors of their responsibilities to such Indemnified Party hereunder.

Section 14.5 Increased Costs

(a) The Borrower shall reimburse each DIP Lender in Dollars on demand (with a copy to the DIP Lenders) for all costs incurred and reductions in amounts received or receivable, as determined by such DIP Lender and certified to the Borrower, that are attributable to such DIP Lender's Loans or the performance by such DIP Lender of its obligations under this Agreement and that occur by reason of the promulgation of any law, regulation or treaty or any change therein or in the application or interpretation thereof by any Governmental Authority, in each case, on or after the date hereof, or by reason of compliance by such DIP Lender with any direction, requirement or request (whether or not having the force of law) of

any Governmental Authority made or issued after the date hereof, including any such cost or reduction resulting from the imposition or amendment after the date hereof of any reserve, capital adequacy, special deposit or similar requirement against assets of, liabilities of, deposits with or for the account of, or loans by, such DIP Lender (all of the foregoing, a "**Change in Law**"); *provided* that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and any request, rule, guideline or directive thereunder or issued in connection therewith or (y) any request, rule, guideline or directive promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States, Mexico or any other foreign regulatory authorities, in each case pursuant to Basel III, shall in each case not be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued; *provided* that, notwithstanding anything herein to the contrary, no reimbursement under this Section 14.5(a) shall be required with respect to Indemnified Taxes or Excluded Taxes; and *provided further* that a DIP Lender claiming additional amounts under this Section 14.5(a) agrees (i) to make a demand not later than ninety (90) days after such costs or reductions in amounts were incurred or realized (and in the event that a DIP Lender fails to make a demand within such ninety (90)-day period such DIP Lender shall cease to be entitled to demand such additional amounts under this Section 14.5(a)) and (ii) to use reasonable efforts (consistent with its internal policy and legal and regulatory restrictions) to designate a different Lending Branch or to assign its rights and obligations under the Loan Documents to another of its offices, branches or Affiliates if such designation would avoid the need for, or reduce the amount of, such increased cost that may thereafter accrue and would not, in the reasonable judgment of such DIP Lender, subject such DIP Lender to any unreimbursed cost or expense and would not be materially disadvantageous to such DIP Lender.

(b) Without limiting the generality of the foregoing, if any Change in Law relating to capital or liquidity requirements applicable to a DIP Lender, its Lending Branch or the Person controlling such DIP Lender occurs after the date hereof in such a way that compliance therewith, in accordance with the policies followed by that DIP Lender (or that Person), will increase the amount of capital that the DIP Lender (or that Person) will be required to maintain in respect of such DIP Lender's Commitment or Loans, the Borrower shall pay such DIP Lender on demand (with a copy to the DIP Lenders) from time to time such additional amounts as such DIP Lender certifies are necessary to compensate it (or that Person) for the resulting reduction in the rate of return on the capital of that DIP Lender (or that Person) caused by compliance with that requirement to the extent that such DIP Lender reasonably determines such increases in capital to be allocable to the existence of such DIP Lender's Commitment or Loans; *provided* that a DIP Lender claiming additional amounts under this (b) agrees (i) to make a demand not later than ninety (90) days after such additional amounts were incurred (and in the event that a DIP Lender fails to make a demand within such ninety (90)-day period such DIP Lender shall cease to be entitled to demand such additional amounts under this (b)) and (ii) to use reasonable efforts (consistent with its internal policy and legal and regulatory restrictions) to designate a different Lending Branch or to assign its rights and obligations under the Loan Documents to another of its offices, branches or Affiliates if the making of such a designation or assignment would avoid the need for, or reduce the amount of, such increased cost that may thereafter accrue and would not, in the reasonable judgment of such DIP Lender, subject such DIP Lender to any unreimbursed cost or expense and would not be materially disadvantageous to such DIP Lender.

(c) The DIP Lender's certification provided for under paragraphs (a) and (b) above shall describe in reasonable detail how it has calculated the amount demanded. In calculating those amounts, the DIP Lender may use reasonable averaging and attribution methods consistent with those being applied with respect to its other customers that are similarly situated.

(d) If a DIP Lender has sold one or more participations in its Commitment or Loans, the Borrower shall not be required to reimburse such DIP Lender under this Section 14.5 for an amount greater than the amount that would have been due if such DIP Lender had not sold participations in its Commitment or Loans including any Indemnified Taxes.

Section 14.6 Replacement of a DIP Lender

(a) Subject to clauses (b) and (c) below, if a DIP Lender (i) is a Defaulting DIP Lender, (ii) requests compensation under any of Sections 5.1, 14.5(a) or 14.5(b) (other than for Indemnified Taxes that are Mexican withholding Taxes imposed on amounts payable under any Loan Document to such DIP Lender up to the withholding Tax rate that would have been imposed in respect of such DIP Lender as a Qualified Entity on the date on which the DIP Lender became a DIP Lender hereunder) and, in each case, such DIP Lender has declined or is unable to designate a different Lending Branch or to assign its rights and obligations under the Loan Documents to another of its offices, branches or Affiliates in accordance with Sections 5.1(d), 14.5(a) or (b), (iii) becomes obligated under Section 3.5 to terminate its Commitment or Loans hereunder, or (iv) has failed to consent to a proposed amendment, waiver or consent which pursuant to the terms of Section 15.7 requires the consent of all the DIP Lenders and with respect to which the Required DIP Lenders shall have granted their consent, then, so long as such condition occurs and is continuing with respect to such DIP Lender (a "**Replaced DIP Lender**"), the Borrower may designate a Person (a "**Replacement DIP Lender**") to purchase the Commitments and outstanding Loans of such Replaced DIP Lender and such Replaced DIP Lender's rights hereunder, without recourse to or representation or warranty by, or expense to, such Replaced DIP Lender; *provided* that: (A) the Borrower shall have received the prior written consent of the Required DIP Lenders, which consent shall not be unreasonably withheld; (B) the Replacement DIP Lender shall not have received notice of or be aware of any claim, action, suit, proceeding or investigation against it with respect to Sanctions by any Sanctions Authority; and (C) the Replaced DIP Lender shall have received payment of an amount equal to the sum of the outstanding principal of its Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder from the Replacement DIP Lender (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts).

(b) Subject to the execution and delivery to the DIP Lenders by the Replaced DIP Lender and the Replacement DIP Lender of an Assignment and Assumption Agreement and the payment of the processing and recordation fee set forth in Section 15.7(b) and the payment to the Replaced DIP Lender of the amount specified in clause (a) above, the Replacement DIP Lender shall succeed to the rights and obligations of the Replaced DIP Lender hereunder, and the Replaced DIP Lender shall cease to be a party hereto or have any rights hereunder.

(c) No Borrower may exercise its rights under clause (a) above with respect to any DIP Lender (i) unless (A) in the case of any such replacement resulting from a claim for compensation under (a) or (b), such replacement will result in a reduction in such compensation, and (B) the Borrower exercises such rights with respect to all DIP Lenders to which circumstances giving rise to the replacement of such DIP Lender apply, or (ii) if a Default has occurred and is continuing.

(d) No DIP Lender shall be entitled to receive any fees accruing under this Agreement and any other Loan Documents for any period of time during which such DIP Lender is a Defaulting DIP Lender.

(e) In addition to rights of the Borrower under clause (a) above, if any of the events or circumstances set out in items (i) to (iv) of clause (a) above occurs with respect to any DIP Lender, then, so long as such event or circumstance is continuing with respect to such DIP Lender, the Borrower may by written notice to the DIP Lenders, cancel in whole the Commitment of such DIP Lender, in which event the amount of the Commitment of such DIP Lender shall be reduced to zero. For the avoidance of doubt, no portion of the Commitment of any DIP Lender canceled pursuant to this Section 14.6 shall be allocated to any other DIP Lender, nor shall any DIP Lender with a Commitment canceled pursuant to this Section 14.6 be entitled to receive any prepayment or other non-ratable repayment of its Loans.

ARTICLE XV
GENERAL

Section 15.1 Choice of Law

Except to the extent superseded by the Bankruptcy Code, this Agreement shall be governed by and construed and interpreted in accordance with the law of the State of New York.

Section 15.2 Jurisdiction

Any action or proceeding relating in any way to this Agreement shall be brought and enforced in the Bankruptcy Court and if the Bankruptcy Court does not have, or abstains from jurisdiction, courts of the State of New York or of the United States for the Southern District of New York and each party hereto irrevocably submits, for itself and its Property, to the jurisdiction of each such court in respect of any such action or proceeding and hereby waives the right to any jurisdiction to which it may be entitled by reason of its present or future domicile or otherwise; provided that any action or proceeding for the creation, perfection, priority, enforcement, foreclosure, or realization of any Lien on, or otherwise relating to, any Collateral subject to Mexican law, including any Collateral governed by the Mexican Security Documents, shall be brought exclusively before the courts selected in the applicable Mexican Security Documents. Each of the Borrower and Braskem Idesa Servicios irrevocably appoints Cogency Global Inc., which currently maintains a New York City office situated at 122 East 42nd Street 18th Floor, New York, NY 10168, as its agent to receive service of process or other legal summons for purposes of any such action or proceeding (the "**Process Agent**"). If the Process Agent shall cease to serve as agent for any Obligor to receive service of process hereunder, such Obligor shall promptly appoint a successor agent reasonably satisfactory to the Required DIP Lenders and promptly deliver to the DIP Lenders a copy of the public deed containing a special irrevocable power of attorney for lawsuits and collections (*poder especial irrevocable para pleitos y cobranzas*) granted by such Obligor to the successor Process Agent before a Mexican notary public. So long as any Obligor has any obligation under this Agreement, it will maintain a duly appointed agent in New York City for the service of such process or summons, and if it fails to maintain such an agent, any such process or summons may be served by mailing a copy thereof by registered mail, or a form of mail substantially equivalent thereto, addressed to it at its address as provided for notices hereunder.

(a) Each Obligor irrevocably waives all immunity (whether on the basis of sovereignty or otherwise) from jurisdiction, attachment (both before and after judgment) and execution to which it might otherwise be entitled in any action or proceeding relating in any way to this Agreement in the Bankruptcy Court, and any appellate court from any thereof and, if the Bankruptcy Court does not have, or abstains from jurisdiction, courts of the State of New York or of the United States for the Southern District of New York, and each Obligor agrees that it will not raise or claim or cause to be pleaded any such immunity at or in respect of any such action or proceeding.

(b) Each party irrevocably waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any such action or proceeding in the Bankruptcy Court and, if the Bankruptcy Court does not have, or abstains from jurisdiction, courts of the State of New York or of the United States for the Southern District of New York and any claim that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

Section 15.3 Currency

(a) If any expense required to be reimbursed pursuant to Article XIV is originally incurred in a currency other than Dollars, the Borrower shall nonetheless make reimbursement of such expense in Dollars, in an amount equal to the amount in Dollars that would have been required for the person that incurred such

expense to have purchased, in accordance with normal banking procedures, the sum paid in such other currency (after any premium and costs of exchange) on the day such expense was originally incurred.

(b) This is an international loan transaction in which the specification of Dollars and payment in New York is of the essence, and the obligations of the Obligors under this Agreement to make payment to (or for account of) each DIP Lender in Dollars shall not be discharged or satisfied by any tender or recovery pursuant to any judgment expressed in or converted into any other currency or in another place except to the extent that such tender or recovery results in the effective receipt by such Person in New York of the full amount of Dollars payable to such Person under this Agreement. If for the purpose of obtaining judgment in any court it is necessary to convert a sum due hereunder in Dollars into another currency (in this (b) called the "**Judgment Currency**"), the rate of exchange that shall be applied shall be that at which in accordance with normal banking procedures the DIP Lender could purchase such Dollars at its principal office in New York with the Judgment Currency on the Business Day next preceding the day on which such judgment is rendered. The obligation of the Obligors in respect of any such sum due from it to any DIP Lender hereunder or under any other Loan Document (in this (b) called an "**Entitled Person**") shall, notwithstanding the rate of exchange actually applied in rendering such judgment, be discharged only to the extent that on the Business Day following receipt by such Entitled Person of any sum adjudged to be due hereunder in the Judgment Currency such Entitled Person may in accordance with normal banking procedures purchase and transfer Dollars to New York with the amount of the Judgment Currency so adjudged to be due, and the Obligors hereby, jointly and severally, as a separate obligation and notwithstanding any such judgment, agree to indemnify such Entitled Person against, and to pay such Entitled Person on demand, in Dollars, the amount (if any) by which the sum originally due to such Entitled Person in Dollars hereunder exceeds the amount of the Dollars so purchased and transferred. If any Entitled Person reasonably determines that the amount of the Dollars so purchased and transferred to such Entitled Person exceeds the sum originally due to such Entitled Person, then such Entitled Person shall as promptly as reasonably practicable, reimburse such excess to the relevant Obligor.

Section 15.4 Notices

(a) Except as otherwise expressly provided herein, all notices pursuant to this Agreement or under any other Loan Documents shall be given by electronic mail (or other electronic transmission) or by notice in writing hand delivered or sent by airmail, postage prepaid. All such notices shall be sent to the address specified for the intended recipient set forth on Schedule 15.4, or to such other number or address as such recipient may have last specified by notice to the other parties. Notices and other communications sent by hand or by airmail shall be deemed to have been given when received; and notices and other communications delivered through electronic mail (or other electronic transmission) shall be effective upon receipt (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient).

Section 15.5 Remedies and Waivers

No failure or delay on the part of a DIP Lender in exercising any right hereunder shall operate as a waiver of, or impair, any such right. No single or partial exercise of any such right shall preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right shall be effective unless given in writing. No waiver of any such right shall be deemed a waiver of any other right hereunder.

Section 15.6 Amendment

Except as otherwise expressly set forth in this Agreement, and subject to the express terms and provisions of the DIP Orders, neither this Agreement nor any provision hereof nor any other Loan Document (excluding the DIP Orders) may be waived, amended or modified except pursuant to an

instrument in writing executed by the Obligors and the Required DIP Lenders; *provided* that, if such waiver, amendment or modification (i) increases or extends the Commitment of any DIP Lender or otherwise subjects the DIP Lenders to any additional obligation hereunder, (ii) reduces the Loans or the interest rate or any fee payable hereunder, (iii) obligates any DIP Lender to bear any responsibility for any failure by any other DIP Lender to fulfill its obligations hereunder, (iv) alters any provision of Article IV or Section 6.4, (v) postpones any date fixed for, or changes the currency of, payment of the Loans or any other amount payable by any Obligor under any Loan Document (including any prepayment hereunder) (other than pursuant to a Maturity Date Extension in accordance with the definition of "Scheduled Maturity Date"), (vi) changes the number of DIP Lenders, or the manner of determining the number of DIP Lenders, required for the DIP Lenders or any of them to take any action hereunder or alters the ratable treatment of all DIP Lenders (including without limitation the ratable treatment under Section 6.3), (vii) releases any Guarantor from or modifies the Guaranty, except as permitted therein on the Effective Date, (viii) alters this Section, (ix) releases all or substantially all of the Collateral, (x) alters the required application of repayments or prepayments to DIP Lenders (including without limitation under Section 3.4, Section 3.5, Section 6.3 or Section 6.4), or (xi) alters or modifies the DIP Superpriority Claim status of the DIP Lenders under the DIP Orders or under any Loan Document, then the consent of all of the DIP Lenders shall be required. Notwithstanding anything to the contrary contained herein, no Defaulting DIP Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder, except that (i) the Commitment of a Defaulting DIP Lender may not be increased or extended without the consent of such Defaulting DIP Lender, (ii) the Loans of a Defaulting DIP Lender may not be reduced without the consent of such Defaulting DIP Lender, (iii) no provision of Article IV or Section 6.4 may be altered in a manner which reduces the amount receivable by a Defaulting DIP Lender thereunder with respect to its Loans without the consent of such Defaulting DIP Lender, (iv) the date fixed for the payment of the Loans of any Defaulting DIP Lender or any other amount payable by any Obligor under any Loan Document (including any prepayment hereunder) to a Defaulting DIP Lender may not be postponed without the consent of such Defaulting DIP Lender, (v) the currency of the Loans of any Defaulting DIP Lender or any other amount payable by any Obligor under any Loan Document to a Defaulting DIP Lender may not be changed without the consent of such Defaulting DIP Lender, (vi) except as permitted therein, the Guaranty may not be released or modified in a manner which adversely affects the rights of a Defaulting DIP Lender thereunder without the consent of such Defaulting DIP Lender and (vii) this Section 15.6 may not be altered in a manner which adversely affects the rights of a Defaulting DIP Lender without the consent of such Defaulting DIP Lender.

Section 15.7 Assignment; Participations

(a) This Agreement shall be binding upon and inure to the benefit of the Borrower, the Guarantor, each DIP Lender and their respective successors and assigns. No Guarantor may assign any of its rights or obligations under this Agreement without the prior written consent of all the DIP Lenders, in their sole and absolute discretion, and no Borrower may assign any of its rights or obligations under this Agreement without the prior written consent of all the DIP Lenders, such consent not to be unreasonably withheld or delayed.

(b) Each DIP Lender may assign any of its rights or obligations (including all or a portion of its Commitment and the Loans at the time owed to it) under the Loan Documents:

(i) to a DIP Lender;

(ii) to any Person that is an "Eligible Assignee"; or

(iii) to any Person that is not an "Eligible Assignee" that is not an Obligor or a Subsidiary of any Obligor, *provided* that any such assignment shall (x) be to a Person that is a commercial

bank, savings and loan association, savings bank, finance company, insurance company, central bank or other financial institution and (y) require the prior consent of the Required DIP Lenders (such consent not to be unreasonably withheld or delayed) and, so long as no Event of Default has occurred and is continuing, the Borrower (such consent not to be unreasonably withheld or delayed and the Borrower shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the DIP Lenders within five (5) Business Days after having received notice thereof).

Any such assignment shall be subject to the following conditions:

(A) except in the case of an assignment to a DIP Lender or an Affiliate of a DIP Lender or an assignment of the entire remaining amount of the assigning DIP Lender's Loans or Commitment, the amount of the Loans or Commitment of the assigning DIP Lender subject to each such assignment (determined as of the date the Assignment and Assumption Agreement with respect to such assignment is delivered to the Borrower) shall not be less than U.S. $1,000,000 Loans or Commitment, unless the Required DIP Lenders otherwise consent;

(B) the parties to each assignment shall execute and deliver to the Borrower an Assignment and Assumption Agreement, together with a processing and recordation fee of U.S. $3,500;

(C) such assignee shall deliver to the Borrower and each DIP Lender such know-your-customer information reasonably requested by them;

(D) no assignee shall be entitled to receive any greater payment under Article V or Section 14.5 than the assigning DIP Lender would have been entitled to receive with respect to the rights assigned or transferred unless such assignment or transfer shall have been made at a time when the circumstances giving rise to such greater payment did not exist; and

(E) no such assignment shall be made to any Defaulting DIP Lender.

Upon its receipt of an Assignment and Assumption Agreement executed by the assignor DIP Lender and the assignee DIP Lender and the fee specified in clause (B) above, the Borrower shall promptly acknowledge such Assignment and Assumption Agreement and record the information contained therein in the records maintained pursuant to Section 3.1(c), upon which such assignment shall become effective.

If any DIP Lender assigns or otherwise transfers any of its rights or obligations hereunder, each reference in this Agreement to such DIP Lender shall be deemed to be a reference to such DIP Lender and the person or persons to whom such rights or obligations were assigned or transferred to the extent of their respective interests. Notwithstanding the foregoing, any DIP Lender may transfer or grant participations in its rights hereunder to one or more banks or other entities (a "**Participant**") without the consent of any Obligor. In connection with any such participation, such DIP Lender shall remain a "DIP Lender" for all purposes hereunder and the Participant shall not constitute a "DIP Lender" hereunder and no DIP Lender shall transfer or grant any participation under which the Participant shall have rights to approve any amendment to or waiver of this Agreement or any other Loan Document except to the extent such amendment or waiver would (i) extend the final scheduled maturity of any Loan in which such Participant is participating, or reduce the rate or extend the time of payment of interest or fees thereon (except in connection with a waiver of applicability of any post-default increase in interest rates) or reduce the principal amount thereof, or increase the Commitments in which such Participant is participating over the amount thereof then in effect (it being understood that a waiver of any Default shall not constitute a change in the terms of any Commitment, and that an increase in any Commitment shall be permitted without the consent of any Participant if the Participant's participation is not increased as a result thereof) or (ii) consent

to the assignment or transfer by an Obligor of any of its rights and obligations under this Agreement. In the case of any such participation, the Participant shall not have any rights under this Agreement or any of the other Loan Documents (the Participant's rights against such DIP Lender in respect of such participation to be those set forth in the agreement executed by such DIP Lender in favor of the Participant relating thereto) and all amounts payable by the Borrower hereunder shall be determined as if such DIP Lender had not sold such participation, except that the Participant shall be entitled to the benefits under Article V or Section 14.3 or 14.5 (subject to the requirements and limitations therein) to the extent that such DIP Lender would have been entitled thereto if it had not granted such participation.

(c) Each DIP Lender that sells a participation shall, acting solely for this purpose as an agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts of (and stated interest on) each Participant's interest in the Loans or other obligations under the Loan Documents (the "**Participant Register**"); *provided* that no DIP Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations and Section 1.163-5(b)(1) of the proposed United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such DIP Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary.

(d) **Register**. The Borrower shall maintain at one of its offices a copy of each Assignment and Assumption Agreement delivered to it and a register for the recordation of the names and addresses of the DIP Lenders, and the Commitments of, and principal amounts of (and stated interest on) the Loans owing to, each DIP Lender pursuant to the terms hereof from time to time (the "**Register**"). The entries in the Register shall be conclusive absent manifest error, and the Borrower and the DIP Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a DIP Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by the Borrower and any DIP Lender (solely with respect to its own outstanding Obligations), at any reasonable time and from time to time upon reasonable prior notice.

Section 15.8 [Reserved]

Section 15.9 Determinations by any DIP Lender

A certificate as to any determination by any DIP Lender of any rate or amount hereunder shall, in the absence of manifest error, be conclusive and binding on the parties.

Section 15.10 Survival

The obligations of each Obligor under Article V and Article XIV shall survive the repayment of the Loans and the cancellation of the Notes, any assignment of rights by, or the replacement of a DIP Lender and the termination of the other obligations of the Obligors hereunder.

Section 15.11 Severability of Provisions

Any provision of any Loan Document that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

Section 15.12 Counterparts

This Agreement may be executed in any number of counterparts, and all such counterparts taken together shall be deemed to constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by electronic mail (in "Portable Document Format" (PDF)) shall be effective as delivery of a manually executed counterpart of this Agreement. Any electronic signature shall have the same legal validity and enforceability as a manually executed signature to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any similar federal or state law, rule or regulation, as the same may be in effect from time to time, and the parties hereby waive any objection to the contrary. Any document accepted, executed or agreed to in conformity with such laws will be binding on all parties hereto to the same extent as if it were physically executed and each party hereby consents to the use of any third party electronic signature capture service providers as may be reasonably chosen by a signatory hereto.

Section 15.13 Treatment of Certain Information; Confidentiality

Each DIP Lender agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its and any of such parties' Affiliates' directors, officers, employees and agents, including accountants, legal counsel, credit insurers or reinsurers and other advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory, governmental or administrative authority or quasi-regulatory authority (such as the National Association of Insurance Commissioners or any similarly internationally recognized Rating Agency that requires access to information about DIP Lender's investment portfolio in connection with ratings issued with respect to such DIP Lender), (c) to the extent required by law or regulation or by any subpoena or similar legal process, (d) to any other party to this Agreement, (e) in connection with the exercise of any remedies hereunder or under the other Loan Documents or any suit, action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those in this Section 15.13, to (i) any actual or prospective assignee of or Participant in, any of its rights or obligations under this Agreement and the other Loan Documents, (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to the Obligors and their obligations hereunder, or (iii) any provider of credit insurance in connection with the Obligors and their obligations hereunder, (g) on a confidential basis to (i) any Rating Agency in connection with rating the Borrower or its Subsidiaries or the Loans or (ii) the CUSIP Service Bureau or any similar agency in connection with the issuance and monitoring of CUSIP numbers with respect to any Loans, (h) with the consent of an Obligor, or (i) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section by such Person or (ii) becomes available to any DIP Lender on a nonconfidential basis from a source other than an Obligor. In addition, the DIP Lenders may disclose the existence of this Agreement and information about this Agreement to market data collectors, similar service providers to the lending industry and service providers to any DIP Lender in connection with the administration of this Agreement, the other Loan Documents, and the Commitments.

For the purposes of this Section, "**Information**" means all information received from any Obligor relating to the Obligors or their businesses and the Loan Documents other than any such information that is available to any DIP Lender on a non-confidential basis prior to disclosure by an Obligor. Any Person required to maintain the confidentiality of Information as provided in this Section 15.13 shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

Section 15.14 Language

This Agreement has been negotiated and executed in the English language. All certificates, reports, notices and other documents and communications given or delivered pursuant to this Agreement (including any modifications or supplements hereto) shall be in the English language, or if requested by any DIP Lender, accompanied by a certified English translation thereof. Except in the case of: (a) laws or official communications of Brazil; (b) documents filed with any Governmental Authority in Mexico; or (c) corporate documents of the Borrower, in the case of any document originally issued in a language other than English, the English language version of any such document shall, for purposes of this Agreement, and absent manifest error, control the meaning of the matters set out therein.

Section 15.15 WAIVER OF RIGHT TO TRIAL BY JURY

EACH PARTY HERETO IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND OR CAUSE OF ACTION RELATING IN ANY WAY TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, WHETHER BASED ON CONTRACT OR TORT OR OTHERWISE, AND AGREES THAT ANY PARTY MAY FILE A COPY OF THIS SECTION WITH ANY COURT AS EVIDENCE OF THE WAIVER OF ITS JURY TRIAL RIGHTS.

Section 15.16 Entire Agreement

This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties with respect thereto.

Section 15.17 Assignment in Favor of Federal Reserve Bank

Notwithstanding any other provision set forth in this Agreement, any DIP Lender may at any time create a security interest in all or any portion of its rights under the Loan Documents (including, without limitation, the Loans owing to it and the Notes (if any) held by it) in favor of any U.S. Federal Reserve Bank in accordance with Regulation A of the Board of Governors of the U.S. Federal Reserve System.

Section 15.18 USA PATRIOT ACT NOTICE

(a) Each of the DIP Lenders that is subject to such requirements under the Patriot Act hereby notifies the Obligors that pursuant to the requirements of the Patriot Act, it is required to obtain, verify and record information that identifies the Obligors, which information includes the name and address of the Obligors and other information that will allow such DIP Lender to identify the Obligors in accordance with the Patriot Act.

(b) In order to comply with the laws, rules, regulations and executive orders in effect from time to time applicable to banking institutions, including, without limitation, Anti-Money Laundering Laws, each DIP Lender may be required to obtain, verify, record and update certain information relating to individuals and entities with whom they maintain a business relationship. Accordingly, each of the parties hereto agrees to provide to any DIP Lender, upon its request from time to time such identifying information and documentation as may be available for such party in order to enable such DIP Lender to comply with applicable Anti-Money Laundering Laws.

Section 15.19 Interest Rate Limitation.

Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loans, together with all fees, charges and other amounts that are treated as interest on such Loan under applicable Law (collectively, "**Charges**"), shall exceed the maximum lawful rate (the "**Maximum Rate**") that may be contracted for, charged, taken, received or reserved by the DIP Lender holding such Loan in accordance with applicable Law, the rate of interest payable in respect of such Loan hereunder, together with all Charges payable in respect thereof, shall be limited to the Maximum Rate. To the extent lawful, the interest and Charges that would have been paid in respect of such Loan but were not paid as a result of the operation of this Section shall be cumulated and the interest and Charges payable to such DIP Lender in respect of other Loans or periods shall be increased (but not above the amount collectible at the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the Federal Funds Rate for each day to the date of repayment, shall have been received by such DIP Lender. Any amount collected by such DIP Lender that exceeds the maximum amount collectible at the Maximum Rate shall be applied to the reduction of the principal balance of such Loan or refunded to the Borrower so that at no time shall the interest and Charges paid or payable in respect of such Loan exceed the maximum amount collectible at the Maximum Rate.

Section 15.20 Payments Set Aside.

To the extent that any payment by or on behalf of the Borrower is made to any DIP Lender, or any DIP Lender exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the such DIP Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Bankruptcy Law or otherwise, then, to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred.

Section 15.21 No Advisory or Fiduciary Responsibility.

In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), the Borrower acknowledges and agrees, and acknowledges its Affiliates' understanding, that: (a) (i) no fiduciary, advisory or agency relationship between the Borrower and its Subsidiaries and any DIP Lender is intended to be or has been created in respect of the transactions contemplated hereby or by the other Loan Documents, irrespective of whether any DIP Lender has advised or is advising the Borrower or any Subsidiary on other matters, (ii) the arranging and other services regarding this Agreement provided by the DIP Lenders are arm's-length commercial transactions between the Borrower and its Affiliates, on the one hand, and the DIP Lenders, on the other hand, (iii) the Borrower has consulted its own legal, accounting, regulatory and tax advisors to the extent that it has deemed appropriate and (iv) the Borrower is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; and (b) (i) the DIP Lenders each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Borrower or any of its Affiliates, or any other Person; (ii) none of the DIP Lenders has any obligation to the Borrower or any of its Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; and (iii) the DIP Lenders and their respective Affiliates may be engaged, for their own accounts or the accounts of customers, in a broad range of transactions that involve interests that differ from those of the Borrower and its Affiliates, and none of the DIP Lenders has any obligation to disclose any of such interests to the Borrower or its Affiliates. To the fullest extent permitted by Law, the Borrower hereby

waives and releases any claims that it may have against any of the DIP Lenders with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

Section 15.22 Acknowledgment and Consent to Bail-in of EEA Financial Institutions

Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the Write-Down and Conversion Powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of the applicable Resolution Authority.

Section 15.23 Conflicts

The parties hereto agree that, notwithstanding anything contained in this Agreement or any other Loan Document to the contrary, in the event of any conflict between any of the terms of this Agreement or any other Loan Document and any DIP Orders, the terms of such DIP Orders shall govern and control.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the day and year first written above.

BRASKEM IDESA, S.A.P.I.,
as the Borrower

Assinado por:
By: Gustavo Sergi
834A00D637A3455...
Name: Gustavo Gindler Sergi
Title: Attorney-in-fact

Signed by:
By: 
D437CFE5C48E4D9...
Name: Alonso Gómez del Campo Estrada
Title: Attorney-in-fact

Docusign Envelope ID: FCBB49FB-B01E-8981-8339-AFE2A01A91DB

BRASKEM IDESA SERVICIOS, S.A. DE C.V.,
as a Guarantor

By: Assinado por: Gustavo Sergi 834A00D637A3455...
Name: Gustavo Gindler Sergi
Title: Attorney-in-fact

By: Signed by: D437CFE5C48E4D9...
Name: Alonso Gómez del Campo Estrada
Title: Attorney-in-fact

Docusign Envelope ID: FCBB49FB-B01E-8981-8339-AFE2A01A91DB

BRASKEM IDESA ETHANE LLC,
as a Guarantor

By: Assinado por: Gustavo Sergi 834A00D637A3455...
Name: Gustavo Gindler Sergi
Title: Attorney-in-fact

By: Signed by: D437CFE5C48E4D9...
Name: Alonso Gómez del Campo Estrada
Title: Attorney-in-fact

BRASKEM NETHERLANDS B.V.,
as a DIP Lender

By: DocuSigned by: Roger Marchioni 1D7ADCF397C84C7...
Name: Roger Marchioni
Title: Managing Director

By: _____
Name: Yoithi Yoshihara
Title: Managing Director

BRASKEM NETHERLANDS B.V.,
as a DIP Lender

By: _____
Name: Roger Marchioni
Title: Managing Director

By: DocuSigned by: Yoithi Yoshihara D31758DD97F14E0...
Name: Yoithi Yoshihara
Title: Managing Director

BRASKEM AMERICA, INC.,
as a DIP Lender

By: DocuSigned by: Alexandre Elias 4A2F0ED45AC44BF...
Name: Alexandre Elias
Title: Officer

By: _____
Name: Patricio Almuina
Title: Officer

BRASKEM AMERICA, INC.,
as a DIP Lender

By: _____
Name: Alexandre Elias
Title: Officer

By: Signed by: Patricio Almuina 995B34BB99C646A... _____
Name: Patricio Almuina
Title: Officer

TMF MEXICO BUSINESS PROCESS, S. DE R.L. DE C.V., as Collateral Agent

By: Signed by: Adrian Owen D7231C3EAB64455...
Name: Adrian Owen
Title: 17 August 2026 | 6:00:14 PM BST

By: Signed by: Paulina Lopez CDCF65FD164344A...
Name: Paulina Lopez
Title: 17 August 2026 | 5:51:41 PM BST

Schedule I
Commitments of the DIP Lenders

Interim DIP Loan Commitments[1]

DIP Lender	Commitment
Braskem America, Inc.	$230,000,000.00
Braskem Netherlands B.V.	$230,000,000.00

Final DIP Loan Commitments[2]

DIP Lender	Commitment
Braskem America, Inc.	$49,000,000.00
Braskem Netherlands B.V.	$49,000,000.00

Eligible Prepetition Claims

DIP Lender	Amount
Braskem Netherlands B.V.	$129,893,181.00

[1] For the avoidance of doubt, (i) the aggregate principal amount of the Interim DIP Loan Commitments of each Initial DIP Lender shall be automatically reduced on the date on which any Interim DIP Loans are made by any DIP Lender on a dollar-for-dollar basis based on the principal amount of such Interim DIP Loans and (ii) the aggregate initial principal amount of Interim DIP Loans shall not exceed the Interim DIP Amount.

[2] For the avoidance of doubt, (i) the aggregate principal amount of the Final DIP Loan Commitments of each Initial DIP Lender shall be automatically reduced on the date on which any Final DIP Loans are made by any DIP Lender on a dollar-for-dollar basis based on the principal amount of such Final DIP Loans and (ii) the aggregate initial principal amount of Final DIP Loans shall not exceed the Final DIP Amount.

Schedule 8.24

Subsidiaries

1. Braskem Idesa Servicios, S.A. de C.V.

2. Braskem Idesa Ethane LLC

Schedule 10.4

Existing Indebtedness

1. Obligations to Syrus Holding SA Sucursal Uruguay in respect of structural prepayments of goods or services.

2. Obligations to Polimero Y Materias Primas in respect of structural prepayments of goods or services.

Schedule 15.4

Notice Addresses

Borrower:

BRASKEM IDESA, S.A.P.I.
Blvd. Ávila Camacho, 36, Piso 24,
Col. Lomas de Chapultepec, CP 11000,
Mexico City, Mexico
Attention: CFO and Dirección Jurídica
Telephone: +52 55 6234 1100
E-mail: alonso.gomez@braskem.com
monica.cervantes@braskem.com
Fabricio.berbert@braskem.com

DIP Lenders:

BRASKEM NETHERLANDS B.V.
Weena 240, Tower C, 9th Floor
3012NJ, Rotterdam
The Netherlands
Attention: Eduardo Pascowitch / Victor Chamadoira
Telephone: +5511933875440 / +551135769114
E-mail: eduardo.pascowitch@braskem.com
victor.chamadoira@braskem.com
structuredfinance@braskem.com

BRASKEM AMERICA, INC.
1735 Market St, 28th Floor,
Philadelphia, Pennsylvania, 19103
Attention: Daniel Jacintho
Telephone: +1 (267) 667-0096
E-mail: legalnotices@braskem.com

Collateral Agent:

TMF MEXICO BUSINESS PROCESS, S. DE R.L. DE C.V.
Av. Presidente Masaryk 111, Piso 1,
Col. Polanco V Sección Miguel Hidalgo, C.P. 11560,
Ciudad de México
Attention: Paulina López Rubio
Telephone: +52 55 1102 5460
E-mail: paulina.lopez@tmf-group.com

Schedule 15.7
Form of Assignment and Assumption Agreement

Reference is made to that certain Superpriority Debtor-In-Possession Credit Agreement, dated as of August 17, 2026 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Braskem Idesa, S.A.P.I., as borrower ("Borrower"), the guarantors from time to time party thereto, each a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code (each, a "Guarantor" and, collectively, the "Guarantors"), TMF Mexico Business Process, S. de R.L. de C.V., as collateral agent (in such capacity, the "Collateral Agent"), and the DIP Lenders named therein from time to time party thereto. Capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in the Credit Agreement.

As of [ ], 20[ ], _____ (the "Assignor") and _____ (the "Assignee") agree as follows:

The Assignor hereby irrevocably sells and assigns to the Assignee without recourse to the Assignor, and the Assignee hereby irrevocably purchases and assumes from the Assignor without recourse to the Assignor, as of the Effective Date (as defined below), a __% interest (the "Assigned Interest") in and to the Assignor' s rights (except as to any right of indemnity for any period prior to the Effective Date) and obligations under the Credit Agreement with respect to the Loans as set forth on Schedule I (the "Assigned Facility"), in a principal amount for the Assigned Facility as set forth on Schedule I.

The Assignor (a) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Credit Agreement or any other document or instrument executed or furnished in connection with the Credit Agreement, or with respect to the execution, legality, validity, enforceability, genuineness, sufficiency or value of any Loan Document, other than that the Assignor has not created any adverse claim upon the interest being assigned by it hereunder and that such interest is free and clear of any such adverse claim; (b) makes no representation or warranty and assumes no responsibility with respect to the financial condition of the Borrower or any of the Guarantors, or the performance or observance by the Borrower or any of the Guarantors of any of their obligations under any Loan Document or any Note and (c) attaches the Note or Notes held by it evidencing the Assigned Facility and set forth on Schedule I.

The Assignee (a) represents and warrants that it is legally authorized to enter into this Assignment and Acceptance; (b) confirms that it has received a copy of the Credit Agreement, together with copies of the financial statements delivered pursuant to Section [7.2(h)] [9.4][1] thereof, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Acceptance; (c) agrees that it will, independently and without reliance upon the Assignor or any other DIP Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under any Loan Document; and (d) agrees that it will be bound by the

[1] Insert as applicable.

provisions of the Loan Documents and will perform in accordance with its terms all the obligations which by the terms of the Loan Documents are required to be performed by it as a DIP Lender.

Following (i) the satisfaction of each of the conditions in Section 15.7(b)(iii)(A)-(E) of the Credit Agreement and (ii) the execution of this Assignment and Acceptance by the Assignor and Assignee (and, if required by Section 15.7 of the Credit Agreement, by the Borrower), it will be delivered to the Borrower for acceptance by it and recording by the Borrower pursuant to Section 3.1(c) of the Credit Agreement (which shall not, unless otherwise agreed to by the Borrower, be earlier than five (5) Business Days after the date of such acceptance and recording by the Borrower), at which time this Assignment and Assumption shall take effect (the "Effective Date").

Upon such acceptance and recording, from and after the Effective Date, the Borrower shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts, but not including indemnity payments relating to any period prior to this Assignment and Acceptance, which shall belong to the Assignor) to the Assignee whether such amounts have accrued prior to the Effective Date or accrue subsequent to the Effective Date. The Assignor and the Assignee shall make all appropriate adjustments in payments by the Borrower for periods prior to the Effective Date or with respect to the making of this assignment directly between themselves.

From and after the Effective Date, (a) the Assignee shall be a party to the Credit Agreement and, to the extent provided in this Assignment and Acceptance, have the rights and obligations of a DIP Lender thereunder and shall be bound by the provisions thereof and (b) the Assignor shall, to the extent provided in this Assignment and Acceptance, relinquish its rights and be released from its obligations under the Credit Agreement.

This Assignment and Acceptance shall be governed by and construed in accordance with the law of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Acceptance to be executed as of the date first above written by their respective duly authorized officers on Schedule I hereto.

SCHEDULE I
TO ASSIGNMENT AND ASSUMPTION
RELATING TO THE SUPERPRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT,
DATED AS OF
AUGUST 17, 2026
AMONG
BRASKEM IDESA, S.A.P.I., A DEBTOR AND DEBTOR-IN-POSSESSION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE, AS BORROWER,
THE GUARANTORS FROM TIME TO TIME PARTY THERETO, EACH A DEBTOR AND DEBTOR-IN-POSSESSION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE,
TMF MEXICO BUSINESS PROCESS, S. DE R.L. DE C.V., AS COLLATERAL AGENT,
AND
THE DIP LENDERS FROM TIME TO TIME PARTY THERETO

Name of Assignor: _____
Name of Assignee: _____
Effective Date of Assignment: _____

Type of Loans: [New Money Loans][Roll-Up Loans]
Principal Loan Assigned $_____[2] Commitment Percentage
%

[Name of Assignee]
By _____
Name
Title:

[Name of Assignor]
By _____
Name
Title:

[2] Insert an amount that is not less than U.S.$1,000,000 Loans or Commitment, unless (i) such assignment is to a DIP Lender or an Affiliate thereof or (ii) otherwise consented to by the Required DIP Lenders.

Accepted for recordation in Register:

BRASKEM NETHERLANDS B.V.,
as DIP Lender

By _____
Name:
Title:

Consented to:

BRASKEM IDESA, S.A.P.I.
as Borrower

By _____
Name:
Title:

EXHIBIT A

FORM OF NOTE / FORMATO DE PAGARÉ

PAGARE NO NEGOCIABLE / NON-NEGOTIABLE PROMISSORY NOTE

Por este PAGARÉ la suscrita, **BRASKEM IDESA, S.A.P.I.** ("Braskem Idesa") una sociedad anónima promotora de inversión debidamente constituida de acuerdo con las leyes de México, PROMETE INCONDICIONALMENTE PAGAR a la vista en favor de [**BRASKEM NETHERLANDS B.V.**], una sociedad debidamente constituida de acuerdo con las leyes de Países Bajos ("Braskem"), la suma principal de US$[•] ([•] de Dólares de los EE.UU.A.) (el "Saldo Insoluto"), mismo que fue desembolsado en términos de los acuerdos que por escrito alcanzaron Braskem Idesa y Braskem.

By means of this PROMISSORY NOTE the undersigned, **BRASKEM IDESA, S.A.P.I.** ("Braskem Idesa"), a corporation duly organized under the laws of Mexico, UNCONDITIONALLY PROMISES TO PAY at sight to [**BRASKEM NETHERLANDS B.V.**] ("Braskem"), a corporation duly organized under the laws of the Netherlands, the principal sum of US$[•] ([•] U.S. Dollars) (the "Outstanding Balance"), same that was disbursed pursuant to the written agreements between Braskem Idesa and Braskem.

Braskem Idesa promete incondicionalmente pagar intereses sobre el Saldo Insoluto, a partir de la fecha de suscripción de este Pagaré y hasta que sea pagado en su totalidad, calculados respecto de cada día durante cada Período de Interés, desde (e incluyendo) el primer día de cada Período de Interés (pero excluyendo) el último día de cada uno de los mismos, a una tasa anual de 10.0%; los intereses serán pagaderos: (i) en la fecha de cualquier prepago o pago anticipado del Saldo Insoluto; (ii) en cada Fecha de Pago de Intereses; y/o (iii) en la Fecha de Vencimiento Programada; en cada caso, única y exclusivamente respecto de los intereses que correspondan al pago en cuestión.

Braskem Idesa also unconditionally promises to pay interest on the Outstanding Principal from the date hereof until paid in full, calculated with respect to each day during each Interest Period, from (and including) the first day of the applicable Interest Period to (and excluding) the last day thereof, at a rate per annum equal to 10.0%; such interest shall be paid: (i) the date of any prepayment or repayment of the Outstanding Balance thereof; (ii) on each Interest Payment Date; and/or (iii) on the Scheduled Maturity Date; in each case, solely and exclusively with respect to the corresponding interests of such payment.

Los intereses serán calculados sobre la base de los días efectivamente transcurridos durante el periodo para el cual dichos intereses son pagaderos, divididos entre 360, incluyendo el primer día pero excluyendo el último día del periodo de que se trate.

Interest shall be calculated on the basis of the actual number of days elapsed in the period for which such interest is payable, divided by 360, including the first but excluding the last day of the corresponding period.

Todos los pagos del Saldo Insoluto, intereses y demás cantidades pagaderas por la suscrita

All payments of Outstanding Balance, interest and other amounts payable by the

conforme al presente pagaré (el "PAGARÉ"), se harán, según lo pactado entre las partes en los acuerdos correspondientes, en fondos liquidados a través del Sistema Interbancario de Pagos de la Cámara de Compensación de Nueva York (New York Clearing House Interbank Payments System) o en cualquier otro tipo de fondos de mismo día que Braskem determine, previa notificación por escrito con, al menos, 3 (tres) Días Hábiles de anticipación a la fecha efectiva en que se deba llevar a cabo el pago que corresponda, que en ese momento que son habituales para la liquidación de transacciones bancarias internacionales denominadas en Dólares en la Ciudad de Nueva York, mismas que deberán llevarse a cabo a más tardar a las 11:00 a. m. (hora de la Ciudad de México) en la fecha en que dicho pago sea exigible conforme al presente, mediante depósito en la cuenta de Braskem según la última notificación enviada por éste a Braskem Idesa. Cualquier monto recibido después de esa hora en cualquier fecha podrá, a discreción de Braskem, considerarse como recibido el siguiente Día Hábil para efectos del cálculo de intereses sobre dicho monto. Sin perjuicio de lo anterior, todos los pagos que deban realizarse conforme al presente Pagaré estarán sujetos a lo siguiente, en la medida en que resulte aplicable al presente Pagaré.

undersigned pursuant to this note (the "Promissory Note"), shall be made, pursuant to the corresponding written agreements between the parties, in funds settled through the New York Clearing House Interbank Payments System or such other same day funds as Braskem may determine with prior written notice to Braskem Idesa, given at least 3 (three) Business Days in advance of the date on which the payment is to be made, to be customary for the settlement in New York City of international banking transactions denominated in Dollars, by 11:00 a.m. (Mexico City time) on the date such payment is due, to Braskem by deposit to its account as it may have last designated by notice to Braskem Idesa. Any amounts received after such time on any date may, in the discretion of Braskem, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. Notwithstanding the foregoing, all payments to be made under this Promissory Note shall be subject to the following, to the extent applicable to this Promissory Note.

(a) Todos y cada uno de los pagos que deba realizar Braskem Idesa conforme al presente Pagaré se realizarán libres de, y sin retención o deducción alguna por concepto de, cualesquiera Impuestos, salvo que dicha retención o deducción sea requerida por la ley aplicable. Si Braskem Idesa estuviera obligada por la ley aplicable a retener o deducir cualesquiera impuestos de dichos pagos, entonces (i) Braskem Idesa realizará dicha retención o deducción, (ii) Braskem Idesa enterará el monto íntegro retenido o deducido a la autoridad gubernamental

(a) Any and all payments to be made by Braskem Idesa under this Promissory Note shall be made free and clear of, and without any withholding or deduction for, any Taxes, except as required by applicable Law. If Braskem Idesa is required by applicable Law to withhold or deduct any Taxes from such payments, then (i) Braskem Idesa shall make such withholding or deduction, (ii) Braskem Idesa shall pay the full amount so withheld or deducted to the relevant governmental authority in accordance with applicable Law, and (iii) if such Tax is an Indemnified Tax,

competente de conformidad con la Ley aplicable, y (iii) si dicho Impuesto es un Impuesto Indemnizable, la cantidad pagadera se incrementará en la medida necesaria para que, después de efectuar dicha retención o deducción (incluyendo las retenciones o deducciones aplicables a las cantidades adicionales pagaderas conforme al presente inciso), Braskem reciba una cantidad igual a la que hubiera recibido de no haberse efectuado dicha retención o deducción.

the sum payable shall be increased as necessary so that, after making such withholding or deduction (including withholdings or deductions applicable to additional sums payable under this paragraph), Braskem receives an amount equal to the sum it would have received had no such withholding or deduction been made.

(b) Braskem Idesa indemnizará a Braskem, dentro de los diez (10) Días Hábiles siguientes a la solicitud por escrito correspondiente, por el monto total de cualesquiera Impuestos Indemnizables pagados por Braskem, así como por cualesquiera sanciones, intereses y gastos razonables relacionados con los mismos, más los intereses que se devenguen por cada día transcurrido desde (e incluyendo) la fecha de entrega a Braskem Idesa de la solicitud de pago correspondiente hasta (pero excluyendo) la fecha de reembolso efectivo, a una tasa anual igual a la tasa de interés entonces aplicable al Saldo Insoluto, con independencia de que dichos Impuestos Indemnizables hubieren sido correcta o legalmente determinados o exigidos por la autoridad gubernamental correspondiente. Un certificado sobre el monto de dicho pago o adeudo entregado a Braskem Idesa por Braskem será concluyente, salvo error manifiesto.

(b) Braskem Idesa shall indemnify Braskem, within ten (10) Business Days after written demand therefor, for the full amount of any Indemnified Taxes paid by Braskem, and any penalties, interest and reasonable expenses arising therefrom, plus interest thereon for each day from (and including) the date of delivery to Braskem Idesa of a request for such payment to (but excluding) the date of actual reimbursement, at a rate per annum equal to the interest rate then applicable to the Outstanding Balance, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant governmental authority. A certificate as to the amount of such payment or liability delivered to Braskem Idesa by Braskem shall be conclusive absent manifest error.

(c) Si un pago realizado a Braskem conforme al presente Pagaré estuviera sujeto a alguna retención de impuestos federales de los Estados Unidos de América impuesta conforme a FATCA (*Foreing Accounts Tax Compliance Act,* por sus siglas en inglés), o si Braskem no cumpliera con los requisitos de reporte aplicables conforme a FATCA, Braskem entregará a Braskem Idesa, en los momentos previstos por la Ley aplicable y

(c) If a payment made to Braskem under this Promissory Note would be subject to any United States federal withholding Tax imposed by FATCA (*Foreign Accounts Tax Compliance Act*), or if Braskem were to fail to comply with the applicable reporting requirements of FATCA, Braskem shall deliver to Braskem Idesa, at the times prescribed by applicable Law and at such times reasonably requested by Braskem

en los momentos razonablemente solicitados por Braskem Idesa, la documentación prevista por la ley aplicable (incluyendo la prevista en la Sección 1471(b)(3)(C)(i) del Código de Rentas Internas de los Estados Unidos de América) y cualquier documentación adicional razonablemente solicitada por Braskem Idesa que sea necesaria para que Braskem Idesa cumpla con sus obligaciones conforme a FATCA, o para determinar que Braskem ha cumplido con sus propias obligaciones conforme a FATCA, o para determinar el monto que deba retenerse de dicho pago. No obstante lo anterior, Braskem no estará obligado a entregar documentación alguna que no esté legalmente facultado para entregar.

Idesa, such documentation prescribed by applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Internal Revenue Code of the United States of America) and such additional documentation reasonably requested by Braskem Idesa as may be necessary for Braskem Idesa to comply with its obligations under FATCA, or to determine that Braskem has complied with its obligations under FATCA, or to determine the amount to deduct and withhold from such payment. Notwithstanding the foregoing, Braskem shall not be required to deliver any documentation that it is not legally eligible to deliver.

El presente PAGARÉ es uno de aquellos pagarés ("*Notes*") a los que se hace referencia en cierto contrato de crédito superprioritario para deudor en posesión (*Superpriority Debtor-In-Possession Credit Agreement*) de fecha 17 de agosto de 2026, entre Braskem Idesa como deudor; las demás partes que figuren en el mismo como garantes (*Guarantors*); TMF Mexico Business Process, S. de R.L. de C.V. como Agente de Garantías (según el término "*Collateral Agent*" se define en el mismo); y las demás personas que figuren de tiempo en tiempo como acreditantes (según el término "*DIP Lenders*" se define en el mismo) (el "Contrato de Crédito", mismo que tiene como fin, entre otros, el de documentar los desembolsos de los [Créditos de Nuevo Dinero (según el término "*New Money Loans*" se define en el mismo)] [Créditos de Conversión (según el término "*Roll-Up Loans*" se define en el mismo)].

This Promissory Note is one of the "Notes" referred to in that certain Superpriority Debtor-In-Possession Credit Agreement, dated as of August 17, 2026, among Braskem Idesa, as Borrower, the guarantors from time to time party thereto, TMF Mexico Business Process, S. de R.L. de C.V., as Collateral Agent, and the DIP Lenders (as defined therein) from time to time party thereto (the "Credit Agreement"), and is made to, among other things, evidence a portion of the [New Money Loans][Roll-Up Loans] (as defined in the Credit Agreement).

Para los efectos de este Pagaré, los siguientes términos tendrán los siguientes significados:

For purposes of this Promissory Note, the following terms shall have the following meanings:

"Días Hábiles" significa cualquier día que no sea sábado o domingo en el cual los

"Business Day" means a day other than a Saturday or Sunday on which commercial

bancos comerciales estén abiertos para operaciones generales en Nueva York, Estados Unidos de América y en Ciudad de México.

banks are open for general business in New York, New York and Mexico City, Mexico.

"Impuestos Excluidos" significa, con respecto a Braskem, (i) los Impuestos que se impongan sobre o se midan por sus ingresos netos totales (sin importar cómo se denominen), los impuestos sobre franquicias y los impuestos sobre utilidades de sucursales que se le impongan (en sustitución de impuestos sobre la renta neta), en cada caso, por la jurisdicción (o cualquier subdivisión política de la misma) conforme a la Ley aplicable bajo la cual Braskem esté organizado, se considere residente para efectos fiscales, o en la que se encuentre su oficina principal o su oficina de préstamo aplicable, (ii) cualquier Impuesto de retención mexicano que se imponga sobre los montos pagaderos en virtud de este Pagaré a Braskem que exceda la tasa de retención que se hubiera impuesto a Braskem, (iii) cualquier Impuesto atribuible al incumplimiento de Braskem Idesa con este Pagaré, y (iv) cualquier Impuesto de retención federal de los Estados Unidos que se imponga conforme a la FATCA.

"Excluded Taxes" means, with respect to Braskem, (i) Taxes imposed on or measured by its overall net income (however denominated), franchise taxes and branch profit taxes imposed on it (in lieu of net income taxes), in each case, by the jurisdiction (or any political subdivision thereof) under the applicable Law of which Braskem is organized, is considered a resident for tax purposes, or in which its principal office is located or, in which its applicable lending office is located, (ii) any Mexican withholding Taxes imposed on amounts payable under this Promissory Note to Braskem in excess of the withholding tax rate that would have been imposed to Braskem, (iii) any Taxes attributable to Braskem Idesa's failure to comply with this Promissory Note, and (iv) any United States federal withholding Taxes imposed pursuant to FATCA.

"Impuestos Indemnizables" significa (a) todos los Impuestos distintos de los Impuestos Excluidos, que se impongan sobre o con respecto a cualquier pago realizado por o a cuenta de cualquier obligación de Braskem Idesa en virtud de este Pagaré y (b) Otros Impuestos.

"Indemnified Taxes" means (a) all Taxes other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of Braskem Idesa under this Promissory Note and (b) Other Taxes.

"Fecha de Pago de Interés" significa el último día de cada Período de Interés; siempre que, si dicho día no fuera un Día Hábil, la correspondiente Fecha de Pago de Intereses será el Día Hábil inmediato siguiente, salvo que dicho Día Hábil siguiente caiga en un mes calendario distinto, en cuyo caso dicha Fecha de Pago

"Interest Payment Date" means the last day of each Interest Period; provided that if any such day is a day other than a Business Day, the corresponding Interest Payment Date shall be the next succeeding Business Day, unless such next succeeding Business Day falls in a different calendar month, in which case such Interest Payment Date shall be the next preceding Business Day.

de Intereses será el Día Hábil inmediato anterior.

"Periodo de Interés" significa el período que inicia en la fecha del presente y concluye el día que numéricamente corresponda en el mes calendario que sea tres meses posterior; y, posteriormente, el período que inicia el último día del Período de Interés inmediatamente anterior y concluye el día que numéricamente corresponda en el mes calendario que sea tres meses posterior; siempre que (a) si algún Período de Interés inicia en un día para el cual no exista un día numéricamente correspondiente en el tercer mes calendario, dicho Período de Interés terminará el último Día Hábil de dicho mes calendario, (b) si algún Período de Interés terminara en un día que no sea un Día Hábil, dicho Período de Interés terminará el Día Hábil siguiente, salvo que dicho Día Hábil siguiente caiga en un mes calendario distinto, en cuyo caso dicho Período de Interés terminará el Día Hábil inmediato anterior, y (c) ningún Período de Interés se extenderá más allá de la Fecha de Vencimiento Programado.

"Interest Period" means, the period commencing on the date hereof and ending on the numerically corresponding day in the calendar month that is three months thereafter; and thereafter, the period commencing on the last day of the immediately preceding Interest Period and ending on the numerically corresponding day in the calendar month that is three months thereafter; provided that (a) if any Interest Period begins on a day for which there is no numerically corresponding day in the third calendar month, such Interest Period shall end on the last Business Day of such calendar month, (b) if any Interest Period would end on a day other than a Business Day, such Interest Period shall end on the next succeeding Business Day, unless such next succeeding Business Day falls in a different calendar month, in which case such Interest Period shall end on the next preceding Business Day, (c) no Interest Period shall extend beyond the Scheduled Maturity Date.

"Otros Impuestos" significa cualesquiera impuestos de registro o de transferencia, presentes o futuros, impuestos de timbre, impuestos judiciales o documentarios, impuestos intangibles, de registro, de presentación o similares, o cualquier otro impuesto especial o impuesto a la propiedad, cargos o gravámenes similares (junto con cualesquiera intereses, cargos, ajustes inflacionarios, sanciones, cuotas de ejecución, adiciones al impuesto y montos adicionales) que se deriven de cualquier pago realizado en virtud de este Pagaré, o de la firma, entrega, ejecución, registro o cumplimiento del mismo.

"Other Taxes" means any present or future registration or transfer taxes, stamp duties, court or documentary taxes, intangible, recording filing or similar taxes or any other excise or property taxes, charges or similar levies (together with any interest, charges, inflationary adjustments, penalties, enforcement fees, additions to tax and additional amounts) that arise from any payment made under this Promissory Note, or from the execution, delivery, enforcement, registration or performance hereof.

"Fecha de Vencimiento Programada" significa la fecha en que sean 7 (siete) meses

"Scheduled Maturity Date" means the date that is 7 (seven) months after the date of this Promissory Note.

después de la fecha de firma del presente PAGARÉ.

"Impuestos" significa cualesquiera y todos los impuestos (incluyendo el impuesto al valor agregado), gravámenes, imposiciones, derechos, contribuciones, deducciones, retenciones, cuotas, cargos o retenciones de cualquier naturaleza, presentes o futuros, junto con cualesquiera intereses, cargos, sanciones, ajustes inflacionarios, cuotas de ejecución, adiciones a cualquiera de los conceptos anteriores o montos adicionales impuestos o cobrados por cualquier autoridad gubernamental.

"Taxes" means any and all present or future taxes (including value added tax), levies, imposts, duties, assessments, deductions, withholdings, fees, charges or withholdings of whatever nature, together with any interest, charges, penalties, inflationary adjustments, enforcement fees, additions to any of the foregoing items or additional amounts imposed or collected by any governmental authority.

La suscrita renuncia en este acto a toda diligencia, protesto o aviso de falta de pago del presente Pagaré. Asimismo, la suscrita amplía el plazo para la presentación de este Pagaré para su pago hasta la Fecha de Vencimiento Programada, en términos de lo dispuesto por el artículo 128 de la Ley General de Títulos y Operaciones de Crédito, sin perjuicio del derecho del tenedor de presentarlo antes de tal fecha.

The undersigned hereby waives all diligence, protest or notice of nonpayment of this Promissory Note. In addition, the undersigned extends the period for the presentation of this Promissory Note for payment to the Scheduled Maturity Date, as provided in article 128 of the General Law on Negotiable Instruments and Credit Transactions, without prejudice to the right of the holder to present it prior to such date.

Todos los costos y gastos (incluyendo los honorarios de asesores legales) en que incurriese el tenedor del presente Pagaré, única y exclusivamente a fin de hacer valer los derechos que se le consignan en el mismo, serán por cuenta de la suscrita.

All costs and expenses (including legal fees) incurred by the holder of this Promissory Note, exclusively in connection with the enforcement of its rights hereunder, shall be for the account of the undersigned.

El presente Pagaré se regirá por y se interpretará de acuerdo con las leyes aplicables de los Estados Unidos Mexicanos. Para todo lo relacionado con el presente Pagaré, la suscrita se somete expresa, incondicional e irrevocablemente a los tribunales competentes de la Ciudad de México, renunciando a cualquier otro fuero que pudiere corresponderles por razón de su domicilio presente o futuro o por cualquier otra razón.

This Promissory Note shall be governed by and interpreted in accordance with the applicable laws of the United Mexican States. For all matters relating to this Promissory Note, the undersigned expressly, unconditionally and irrevocably submits to the competent courts of Mexico City, waiving any other forum that might apply to it by reason of its present or future domicile or for any other reason.

Para todos los efectos legales relacionados con el presente título, la suscrita señala como su domicilio el ubicado en Blvd. Ávila Camacho, 36, Piso 24, Col. Lomas de Chapultepec, CP 11000, Mexico City, Mexico, Tel: +5511933875440/ +551135769114, y Correo electrónico: eduardo.pascowitch@braskem.com/victor.chamadoira@braskem.com/structuredfinance@braskem.com.

For all legal purposes relating to this negotiable instrument, the undersigned hereto designate its domicile at Blvd. Ávila Camacho, 36, Piso 24, Col. Lomas de Chapultepec, CP 11000, Mexico City, Mexico, Tel: +5511933875440 / +551135769114, and Email: eduardo.pascowitch@braskem.com/victor.chamadoira@braskem.com/structuredfinance@braskem.com.

El presente Pagaré se suscribe en versiones en inglés y español. En caso de conflicto o duda en relación con la interpretación correcta de este Pagaré, la versión en español prevalecerá.

This Promissory Note is executed in both English and Spanish versions. In the case of any conflict or doubt as to the proper construction of this Note, the Spanish version shall govern.

El presente Pagaré consta de nueve (9) hojas y se suscribe en la Ciudad de México, el día [*] de [*] del año 2026.

This Promissory Note consists of nine (9) pages and is signed in Mexico City, on this [*]th day of [*] 2026.

[Continúan hojas de firma / Signature pages follow]

BRASKEM IDESA, S.A.P.I.

_____
Por/By: [*]
Cargo/Title: Apoderado/Attorney-in-fact.

_____
Por/By: [*]
Cargo/Title: Apoderado/Attorney-in-fact.

****

EXHIBIT B

FORM OF NOTICE OF BORROWING

[ ]

[Date][3]

[Braskem Netherlands B.V.],

[•]
[•]
Attention:[•]

Ladies and Gentlemen:

The undersigned, Braskem Idesa, S.A.P.I., refers to the Superpriority Debtor-In-Possession Credit Agreement, dated as of August 17, 2026 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among Braskem Idesa, S.A.P.I., as the borrower (the "**Borrower**"), the guarantors from time to time party thereto, each a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code (each a "**Guarantor**" and, collectively, the "**Guarantors**"), TMF Mexico Business Process, S. de R.L. de C.V., as collateral agent (in such capacity, the "**Collateral Agent**"), and the DIP Lenders named therein from time to time party thereto, and hereby gives you notice, irrevocably, pursuant to Section 2.2 of the Credit Agreement, that the undersigned hereby requests to borrow under the Credit Agreement, and in that connection sets forth below the information relating to the borrowing:

1. The Business Day of the proposed Borrowing will be _____, 20[ ] (the "**Disbursement Date**").
2. The requested borrowing will be of [Interim DIP Loans][Final DIP Loans].
3. The aggregate amount of the proposed Borrowing is US$_____.
4. The account into which each Loan is to be made is: _____.

The undersigned confirms and certifies to the DIP Lenders that, as of the Disbursement Date:

(a) All applicable conditions precedent to the making of this Borrowing under Section 7.2 of the Credit Agreement will have been satisfied or waived pursuant to an instrument in writing executed by the Obligors and the Required DIP Lenders.

(b) Proceeds of the Borrowing will be solely utilized as provided in Section 8.15 of the Credit Agreement.

[3] Insert the date that is at least one (1) Business Day prior to the proposed date of Borrowing.

Capitalized terms used but not defined herein shall have the meanings specified therefor in the Credit Agreement.

[*Remainder of this page intentionally left blank.*]

Very truly yours,

BRASKEM IDESA, S.A.P.I.

By: _____
Name:
Title:

EXHIBIT C

FORM OF GUARANTOR ACCESSION AGREEMENT

GUARANTOR ACCESSION AGREEMENT, dated as of [ ] (this "**Guarantor Accession Agreement**"), is made by [ ], a [ ], organized under the laws of [ ] (hereinafter called the "**New Guarantor**") and acknowledged by the DIP Lenders.

WHEREAS, Braskem Idesa, S.A.P.I., as borrower (the "**Borrower**"), has entered into that certain Superpriority Debtor-In-Possession Credit Agreement, dated as of August 17, 2026 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), with the guarantors from time to time party thereto, each a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code (each a "**Guarantor**" and, collectively, the "**Guarantors**"), TMF Mexico Business Process, S. de R.L. de C.V., as collateral agent (in such capacity, the "**Collateral Agent**"), and the DIP Lenders named therein from time to time party thereto; and

WHEREAS, the Borrower and the New Guarantor have requested that the New Guarantor be permitted to join in the Credit Agreement as a Guarantor thereunder pursuant to Section 10.10(b) of the Credit Agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the New Guarantor covenants and agrees with the DIP Lenders as follows:

ARTICLE I
INTERPRETATION

SECTION 1.1. Definitions. In this Guarantor Accession Agreement:

(a) any defined term used herein and not defined shall have the meaning given to such term in the Credit Agreement; and

(b) the rules of interpretation set forth in Section 1.2 of the Credit Agreement apply to this Guarantor Accession Agreement.

SECTION 1.2. Headings, Etc. The division of this Guarantor Accession Agreement into Articles, Sections and subsections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Guarantor Accession Agreement.

ARTICLE II
GUARANTOR ACCESSION AGREEMENT

SECTION 2.1. Representations and Warranties. The New Guarantor, on behalf of itself, hereby represents and warrants to the DIP Lenders as of the date hereof:

(a) this Guarantor Accession Agreement has been duly authorized, executed, and delivered by the New Guarantor and this Guarantor Accession Agreement constitutes a legal, valid and binding obligation of the New Guarantor enforceable in accordance with its terms;

(b) the execution, delivery and performance by the New Guarantor of this Guarantor Accession Agreement does not and will not (i) require any consent or approval of any Person that has not been obtained and remains in full force and effect or (ii) violate any provision of any applicable Law of any Governmental Authority applicable to the New Guarantor;

(c) subject to the entry of the DIP Orders and subject to the terms thereof, no Default or Event of Default has occurred or is continuing or would result from the entering into this Guarantor Accession Agreement;

(d) the New Guarantor is familiar with the contents of the Federal Civil Code of Mexico (*Código Civil Federal*) and the corresponding provisions of the Civil Codes of the states of Mexico and Mexico City referred to in Section 2.2 below, and therefore, such Articles are not required to be transcribed herein; and

(e) the New Guarantor will receive valuable direct and indirect benefits as a result of the entering into this Guarantor Accession Agreement and any other Loan Document to which it is a party.

SECTION 2.2. Undertaking. Effective as of the date hereof, the New Guarantor undertakes all obligations of a Guarantor (including, without limitation, the execution and delivery of Loan Documents) under the Credit Agreement and hereby waives to the fullest extent permitted by Law, the benefits of order (orden), division (division) and defense (excusión) and any other benefits whatsoever provided or otherwise set forth in Mexican Law, including Articles 2813, 2814, 2815, 2816, 2817, 2818, 2819, 2820, 2821, 2822, 2823, 2824, 2826, 2827, 2836, 2839, 2840, 2842, 2844, 2845, 2846, 2847, 2848 and 2849 of the Federal Civil Code of Mexico (Código Civil Federal) and the corresponding provisions of the Civil Codes of the states of Mexico and Mexico City (or any successor provisions).

SECTION 2.3. Joinder. Effective as of the date hereof, the New Guarantor hereby becomes a Guarantor under the Credit Agreement in accordance with Section 10.10(b) of the Credit Agreement and agrees to be bound by all of the terms thereof as if it had been an initial Guarantor thereunder.

ARTICLE III
MISCELLANEOUS

SECTION 3.1. Notice. All communications and notices provided for under the Credit Agreement to the New Guarantor shall be addressed as follows:

[*Name of New Guarantor*]
[*Address of New Guarantor*]
Attention: [ ]
Telephone: [ ]
Facsimile: [ ]
Email: [ ]

or at such other address as the New Guarantor may designate in accordance with Section 15.4 of the Credit Agreement.

SECTION 3.2. Applicable Law; Jurisdiction. EXCEPT TO THE EXTENT SUPERSEDED BY THE BANKRUPTCY CODE, THIS GUARANTOR ACCESSION AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK. EACH PARTY HERETO IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND OR CAUSE OF ACTION RELATING IN ANY WAY TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, WHETHER BASED ON CONTRACT OR TORT OR OTHERWISE, AND AGREES THAT ANY PARTY MAY FILE A COPY OF THIS SECTION WITH ANY COURT AS EVIDENCE OF THE WAIVER OF ITS JURY TRIAL RIGHTS. EACH OF THE PARTIES HERETO IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO THE PARTIES HERETO AT ITS ADDRESS REFERRED TO IN THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS.

Any action or proceeding relating in any way to this Guarantor Accession Agreement shall be brought and enforced in the courts of the Bankruptcy Court and if the Bankruptcy Court does not have, or abstains from jurisdiction, courts of the State of New York or of the United States for the Southern District of New York and each party hereto irrevocably submits, for itself and its Property, to the jurisdiction of each such court in respect of any such action or proceeding and hereby waives the right to any jurisdiction to which it may be entitled by reason of its present or future domicile or otherwise; provided that any action or proceeding for the creation, perfection, priority, enforcement, foreclosure, or realization of any Lien on, or otherwise relating to, any Collateral subject to Mexican law, including any Collateral governed by the Mexican Security Documents, shall be brought exclusively before the courts selected in the applicable Mexican Security Documents.

Sections 15.2(a) and 15.2(b) of the Credit Agreement are hereby incorporated herein by reference, mutatis mutandis, as if fully set out herein and any reference to "this Agreement" in such Sections of the Credit Agreement shall be deemed to refer to this Guarantor Accession Agreement.

[*Remainder of this page intentionally left blank.*]

EXHIBIT C

IN WITNESS WHEREOF, the undersigned, has duly executed this Guarantor Accession Agreement on the date first above written.

[NAME OF GUARANTOR]

By: _____
Name:
Title:

AGREED AND ACKNOWLEDGED BY:

[DIP LENDER NAME], as a DIP Lender

By: _____
Name:
Title:

[DIP LENDER NAME], as a DIP Lender

_____
Name:
Title:

EXHIBIT D

[**Reserved.**]

EXHIBIT E

FORM OF OFFICER'S CERTIFICATE

[ ],[4] 2026

[Braskem Netherlands B.V.],

[•]
[•]
Attention:[•]

Reference is made to the Superpriority Debtor-In-Possession Credit Agreement, dated as of August 17, 2026 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among Braskem Idesa, S.A.P.I., as the borrower (the "**Borrower**"), the guarantors from time to time party thereto, each a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code (each a "**Guarantor**" and, collectively, the "**Guarantors**"), TMF Mexico Business Process, S. de R.L. de C.V., as collateral agent (in such capacity, the "**Collateral Agent**"), and the DIP Lenders named therein from time to time party thereto. Capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in the Credit Agreement.

The undersigned certifies that [he/she] is an Authorized Officer of the Borrower, and that, as such, [he/she] is authorized to execute and deliver this Officer's Certificate pursuant to Section 7.1(a) of the Credit Agreement in the name and on behalf of the Borrower, and further certifies solely in such capacity (and not in [his/her] personal capacity) that:

a. each of the representations and warranties of the Borrower and each Guarantor contained in Article VIII of the Credit Agreement and in each of the other Loan Documents to which the Borrower or any Guarantor is a party are true and correct in all material respects on and as of the date hereof (except in the event any such representation and warranty relates to a given date or period, in which case such representation and warranty was true and correct in all material respects as of the respective date or for the respective period, as applicable);

b. all Loan Documents to which the Borrower or any Guarantor is a party are in full force and effect under the terms and conditions set forth therein;

c. at the time of and immediately after giving effect to the Borrowing of the Interim DIP Loans on the Effective Date, no Default or Event of Default has occurred and is continuing;

d. the Borrower has not Incurred any Pari Passu Debt under Section 10.4(b)(xii) of the Credit Agreement;

[4] To be dated as of the Effective Date.

d. attached hereto as Schedule I are true and complete copies of resolutions duly adopted by the boards of directors (or other equivalent body) of the Borrower and each Guarantor or evidence of all corporate, partnership or limited liability company action, as the case may be, authorizing the execution, delivery and performance of the Loan Documents to which the Borrower and each Guarantor is or is intended to be a party. Such resolutions have not been modified, rescinded or amended and are in full force and effect;

e. attached hereto as Schedule II are true and complete copies of the Organizational Documents of each of the Borrower and each Guarantor;

f. each of the persons named in Schedule III hereto has been duly elected or appointed and is duly qualified as an officer or attorney in fact of the Borrower on the date hereof, holding the office or offices set forth opposite its name and is authorized to execute any and all documents relating to the Credit Agreement and the other Loan Documents. The signature set forth opposite each name is a specimen of such person's signature; and

g. each of the persons named in Schedule IV hereto has been duly elected or appointed and is duly qualified as an officer or attorney in fact of the Guarantors on the date hereof, holding the office or offices set forth opposite its name and is authorized to execute any and all documents relating to the Credit Agreement and the other Loan Documents. The signature set forth opposite each name is a specimen of such person's signature.

[*Remainder of this page intentionally left blank.*]

IN WITNESS WHEREOF, the undersigned, has executed this certificate on the date first above written.

Braskem Idesa, S.A.P.I.

By: _____
Name:
Title:

EXHIBIT E

Schedule I to

Officer's Certificate

TRUE AND CORRECT COPIES OF BOARD RESOLUTIONS OF THE BORROWER AND THE GUARANTORS

[See attached.]

EXHIBIT E

Schedule II to

Officer's Certificate

ORGANIZATIONAL DOCUMENTS OF THE BORROWER AND THE GUARANTORS

[See attached.]

EXHIBIT E

Schedule III to Officer's Certificate

SPECIMEN OF SIGNATURES OF THE BORROWER

Name	**Title**	**Signature**
[•]	[•]	_____
[•]	[•]	_____
[•]	[•]	_____
[•]	[•]	_____
[•]	[•]	_____

EXHIBIT E

Schedule IV to Officer's Certificate

SPECIMEN OF SIGNATURES OF THE GUARANTORS

Name	**Title**	**Signature**
[•]	[•]	_____
[•]	[•]	_____
[•]	[•]	_____
[•]	[•]	_____
[•]	[•]	_____

EXHIBIT F

RESTRUCTURING SUPPORT AGREEMENT

[See attached.]

THIS RESTRUCTURING SUPPORT AGREEMENT IS NOT AN OFFER OR ACCEPTANCE WITH RESPECT TO ANY SECURITIES OR A SOLICITATION OF ACCEPTANCES OF A CHAPTER 11 PLAN WITHIN THE MEANING OF SECTION 1125 OF THE BANKRUPTCY CODE. ANY SUCH OFFER OR SOLICITATION WILL COMPLY WITH ALL APPLICABLE SECURITIES LAWS AND/OR PROVISIONS OF THE BANKRUPTCY CODE. NOTHING CONTAINED IN THIS RESTRUCTURING SUPPORT AGREEMENT SHALL BE AN ADMISSION OF FACT OR LIABILITY OR, UNTIL THE OCCURRENCE OF THE AGREEMENT EFFECTIVE DATE ON THE TERMS DESCRIBED IN THIS AGREEMENT, DEEMED BINDING ON ANY OF THE PARTIES TO THIS AGREEMENT.

THIS RESTRUCTURING SUPPORT AGREEMENT DOES NOT PURPORT TO SUMMARIZE ALL OF THE TERMS, CONDITIONS, REPRESENTATIONS, WARRANTIES, AND OTHER PROVISIONS WITH RESPECT TO THE RESTRUCTURING TRANSACTIONS DESCRIBED HEREIN, WHICH TRANSACTIONS WILL BE SUBJECT TO THE COMPLETION OF THE DEFINITIVE DOCUMENTS INCORPORATING THE TERMS SET FORTH HEREIN, AND THE CLOSING OF ANY RESTRUCTURING TRANSACTION SHALL BE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN SUCH DEFINITIVE DOCUMENTS AND THE APPROVAL RIGHTS OF THE PARTIES SET FORTH HEREIN.

RESTRUCTURING SUPPORT AGREEMENT

This RESTRUCTURING SUPPORT AGREEMENT (including all exhibits, annexes, and schedules attached to this agreement in accordance with Section 13.02, as amended, restated, supplemented or modified from time to time in accordance with the terms hereof, this "**Agreement**") is made and entered into as of August 17, 2026, by and among the following parties (each of the following described in clauses (i) through (vi) of this preamble, individually, a "**Party**" and, collectively, the "**Parties**"):[1]

(i) Braskem Idesa, S.A.P.I., a Mexican corporation (*sociedad anónima promotora de inversión*) ("**Braskem Idesa**"), Braskem Idesa Servicios, S.A. de C.V., a Mexican corporation (*sociedad anónima de capital variable*) ("**Braskem Idesa Servicios**"), and Braskem Idesa Ethane LLC ("**Braskem Idesa Ethane**," and together with Braskem Idesa and Braskem Idesa Servicios, the "**Company**");

(ii) (w) Braskem S.A. (as defined below) and each of its non-Debtor affiliates, each in their capacity as a counterparty to any Braskem Agreement(s), (x) Braskem S.A. and Braskem Netherlands (as defined below), solely in their capacities as holders of Equity Interests in the Company and lenders under that certain Subordinated Loan Agreement (as defined below), (y) Braskem Netherlands, in its capacity as a lender under the Secured PE Facility Agreement and the WC Credit Agreement and as settlor under the Mexican Security Trust Agreement (each as defined below) and (z) Braskem México Proyectos, S.A. de C.V., Sociedad Financiera de Objeto Múltiple, E.N.R., in its capacity as a lender under that certain Subordinated Loan

[1] Capitalized terms used but not defined in the preamble and recitals to this Agreement have the meanings ascribed to them in Section 1.

Agreement and settlor under the Mexican Security Trust Agreement ("**Braskem México**") (parties in (w)-(z), collectively, "**Braskem**");

(iii) (x) Etileno XXI, S.A. de C.V., in its capacities as holder of Equity Interests in the Company (in such capacity together with Braskem, the "**Consenting Shareholders**") and as settlor and second place beneficiary under the Mexican Security Trust Agreement and indirect holder (via the Mexican Security Trust) of loans under that certain Subordinated Loan Agreement ("**Etileno**") and (y) Grupo Idesa, S.A. de C.V., in its capacity as settlor and second place beneficiary under the Mexican Security Trust Agreement and funding affiliate and indirect holder (via the Mexican Security Trust) of loans under that certain Subordinated Loan Agreement ("**Grupo Idesa**");

(iv) Banco Inbursa, S.A., Institución de Banca Múltiple, Grupo Financiero Inbursa, together with any affiliates, funds, or accounts managed, controlled or advised by Inbursa (collectively, and for the avoidance of doubt, including Etileno and Grupo Idesa, "**Inbursa**"), in their respective capacities as (x) lender(s) under the Senior Secured Term Loan Credit Agreement, (y) holder(s) of Senior Secured Term Loan Claims (each as defined below) (in such capacity, the "**Senior Secured Term Lender**") and (z) beneficial holders of Senior Secured Notes and holders of Senior Secured Notes Claims (each as defined below);

(v) the undersigned beneficial holders of, or investment advisors, sub-advisors, or managers of discretionary accounts or funds that beneficially hold, Senior Secured Notes Claims that have executed and delivered counterpart signature pages to this Agreement (for the avoidance of doubt, including Inbursa), each of whose holdings are set forth on its respective signature pages (in each case solely in their capacity as such, the "**Initial Consenting Senior Secured Noteholders**," and collectively with the Senior Secured Term Lender, the "**Initial Consenting Creditors**"); and

(vi) beneficial holders, or investment advisors, sub-advisors, or managers for the accounts of beneficial holders, for which such accounts or beneficial holders such investment advisors, sub-advisors, or managers have authority to bind or direct, of Senior Secured Claims (as defined below) that subsequently become party to this Agreement from time to time pursuant to a Joinder (as defined below) in accordance with Section 8 hereof (such subsequently joining holders of Senior Secured Claims, and investment advisors, sub-advisors, or managers for the accounts of beneficial holders of Senior Secured Claims, and together with the Initial Consenting Creditors the "**Consenting Creditors**", and together with Braskem and Inbursa, the "**Consenting Stakeholders**").

RECITALS

WHEREAS, the Company and the Consenting Stakeholders have in good faith and at arm's length negotiated and agreed upon the material terms of a comprehensive restructuring with respect to the Company's capital structure (the "**Restructuring Transactions**"), in accordance with and subject to the terms and conditions set forth in this Agreement and the term sheets

attached hereto as **Exhibit A** (the "**SPV Notes Term Sheet**"), **Exhibit B** (the "**Exit Secured Notes Term Sheet**"), and **Exhibit C** (the "**Governance Term Sheet**") and subject to the consent rights set forth in this Agreement;

WHEREAS, the Restructuring Transactions shall be implemented through the commencement by the Company of voluntary prepackaged cases (the "**Chapter 11 Cases**") under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas (the "**Bankruptcy Court**");

WHEREAS, in connection with the Restructuring Transactions, the Parties have engaged, and shall continue to engage, in good faith, arm's length negotiations regarding the detailed terms of a restructuring and the execution of binding agreements for the Restructuring Transactions not already agreed to;

WHEREAS, as of the date hereof, (a) the Initial Consenting Senior Secured Noteholders, hold, in the aggregate, 76.55% of the aggregate principal outstanding amount of the Senior Secured Notes Claims, (b) the Senior Secured Term Lender holds 100% of the aggregate principal outstanding amount of the Senior Secured Term Loan Claims, (c) Braskem Netherlands holds 100% of the aggregate principal outstanding amount of the WC Facility Claims (as defined below), (d) Braskem Netherlands holds 100% of the aggregate principal outstanding amount of the Secured PE Facility Claims (as defined below), (e) the Subordinated Loan Lenders under the Subordinated Loan Agreements (each as defined below) hold, in the aggregate, 100% of the aggregate principal outstanding amount of the Claims on account of the outstanding Subordinated Loans, (f) Braskem holds, through the Mexican Security Trust, 75% of the aggregate Equity Interests in the Company, and (g) Etileno holds, through the Mexican Security Trust, 25% of the aggregate Equity Interests in the Company;

WHEREAS, the Parties acknowledge and agree that the material terms of the Restructuring Transactions and the implementation of the Restructuring Transactions will require negotiation of, and agreement on, documented terms not fully covered by this Agreement; and

WHEREAS, the Parties have agreed to express their mutual support and take certain actions in support of the Restructuring Transactions on the terms and conditions and subject to the consent rights set forth in this Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements contained in this Agreement, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, each Party, severally, and not jointly and severally, intending to be legally bound by this Agreement, agrees as follows:

AGREEMENT

Section 1. *Definitions and Interpretation.*

1.01 Definitions. The following terms shall have the following definitions:

"**2029 Senior Secured Notes**" means the Company's outstanding 7.450% senior secured notes due 2029, issued under the 2029 Senior Secured Notes Indenture.

"**2029 Senior Secured Notes Claims**" means all Claims on account of the 2029 Senior Secured Notes.

"**2029 Senior Secured Notes Indenture**" means that certain 7.450% Senior Secured Notes Indenture, dated as of December 2, 2019, between Braskem Idesa, as issuer, and Deutsche Bank Trust Company Americas as trustee, collateral agent, paying agent, registrar, and transfer agent, as amended or supplemented to the date of this Agreement.

"**2029 Senior Secured Notes Trustee**" means Deutsche Bank Trust Company Americas in its capacity as trustee under the 2029 Senior Secured Notes Indenture, and any successor trustee appointed pursuant to the terms thereof.

"**2032 Senior Secured Notes**" means the Company's outstanding 6.990% senior secured notes due 2032, issued under the 2032 Senior Secured Notes Indenture.

"**2032 Senior Secured Notes Claims**" means all Claims on account of the 2032 Senior Secured Notes.

"**2032 Senior Secured Notes Indenture**" means that certain 6.990% Senior Secured Notes Indenture, dated as of October 20, 2021, between Braskem Idesa, as issuer, Wilmington Savings Fund Society, FSB as trustee, paying agent, registrar, and transfer agent, and Deutsche Bank Trust Company Americas as collateral agent, as amended or supplemented to the date of this Agreement.

"**2032 Senior Secured Notes Trustee**" means Wilmington Savings Fund Society, FSB in its capacity as trustee under the 2032 Senior Secured Notes Indenture, and any successor trustee appointed pursuant to the terms thereof.

"**Ad Hoc Group**" means the *ad hoc* group of holders (or investment advisors, sub-advisors, or managers of discretionary accounts or funds acting on behalf of holders) of Senior Secured Notes Claims, advised by the Ad Hoc Group Advisors.

"**Ad Hoc Group Advisors**" means (i) Davis Polk & Wardwell LLP; (ii) Houlihan Lokey Assessoria Financeira Limitada; (iii) Mijares, Angoitia, Cortés y Fuentes, S.C.; (iv) Guerra, Hidalgo y Mendoza S.C.; (v) Haynes and Boone, LLP; (vi) Stocche Forbes Advogados; and (vii) any other consultant or professional advisor retained by the holders of the Ad Hoc Group in connection with the Restructuring Transactions, with prior written consent of the Company (such consent not to be unreasonably withheld).

"**Ad Hoc Group Advisors' Fees and Expenses**" means all reasonable and documented fees and expenses of the Ad Hoc Group Advisors, in each case, in accordance with any applicable engagement letters of such Ad Hoc Group Advisor, including, for the avoidance of doubt, any success fees contemplated therein, if applicable; provided that such fees and expenses shall not be subject to any prepetition fee letter between any Ad Hoc Group Advisor and Braskem Idesa.

"**Ad Hoc Group Termination Notice**" has the meaning set forth in Section 11.01.

"**Affiliate**" means, with respect to any specified Entity, any other Entity directly or indirectly controlling or controlled by or under direct or indirect common control with such

specified Entity. For purposes of this definition, "control" (including, with correlative meanings, the terms "controlling," "controlled by," and "under common control with"), as used with respect to any Entity, shall mean the possession, directly or indirectly, of the right or power to direct or cause the direction of the management or policies of such Entity, whether through the ownership of voting securities, by agreement, or otherwise.

"**Agent**" means, as applicable, the 2029 Senior Secured Notes Trustee, the 2032 Senior Secured Notes Trustee, the Intercreditor Administrative Agent, the Collateral Agent, the Intercreditor Agent, and/or Mexican Security Trustee.

"**Agreement**" has the meaning set forth in the preamble hereto and, for the avoidance of doubt, includes all exhibits, annexes, and schedules attached hereto in accordance with Section 13.02.

"**Agreement Effective Date**" means the date on which the conditions set forth in Section 2 have been satisfied or waived in accordance with this Agreement.

"**Agreement Effective Period**" means, with respect to a Party, the period beginning on the Agreement Effective Date (or, in the case of any Party that executes and delivers a Joinder hereto after the Agreement Effective Date in accordance with the terms hereof, the date and time such Party executes and delivers such Joinder) and ending on the Termination Date.

"**Alternative Restructuring Proposal**" means any written inquiry, proposal, offer, bid, term sheet or agreement with respect to a sale, disposition, new-money investment, restructuring, reorganization, merger, amalgamation, acquisition, consolidation, dissolution, debt investment, equity investment, financing (debt or equity), joint venture, partnership, liquidation, tender offer, recapitalization, plan of reorganization, share exchange, business combination, or similar transaction involving the Company or any of its wholly-owned direct or indirect subsidiaries or the debt, equity, material portion of any of their assets (including, for the avoidance of doubt, the Mexican Security Trust Assets) or other interests in the Company or any of its wholly-owned direct or indirect subsidiaries that in each case is an alternative to, or is inconsistent with, the Restructuring Transactions.

"**Approved Budget**" has the meaning given to it in the DIP Orders.

"**Bankruptcy Code**" means title 11 of the United States Code, 11 U.S.C. §§ 101–1532, as amended.

"**Bankruptcy Court**" has the meaning set forth in the recitals to this Agreement.

"**Braskem**" has the meaning set forth in the preamble to this Agreement.

"**Braskem Advisors**" means (i) Jones Day and (ii) Sinchro Partners Assessoria Empresarial Ltda.

"**Braskem Agreements**" means (i) any and all intercompany arrangements, agreements, or letters between Braskem (or any of its Affiliates other than the Company or the Company's subsidiaries) and Braskem Idesa (or any of its subsidiaries), (ii) any and all agreements with

Braskem related to TQPM (as defined below), and (iii) any agreements between current or former shareholders of the Company and Braskem, each as may be amended, modified, and/or restructured in accordance with this Agreement; *provided* that "Braskem Agreements" does not include the WC Credit Agreement, the Secured PE Facility Agreement, or the Subordinated Loan Agreements.

"**Braskem Advisors' Fees and Expenses**" has the meaning set forth in Section 2(c).

"**Braskem Idesa**" has the meaning set forth in the preamble to this Agreement.

"**Braskem Idesa Ethane**" has the meaning set forth in the preamble to this Agreement.

"**Braskem Idesa Servicios**" has the meaning set forth in the preamble to this Agreement.

"**Braskem México**" has the meaning set forth in the preamble to this Agreement.

"**Braskem Netherlands**" means Braskem Netherlands B.V.

"**Braskem S.A.**" means Braskem S.A.

"**Business Day**" means any day other than a Saturday, Sunday, or other day on which commercial banks are authorized to close under the Laws of, or are in fact closed in, the state of New York or Mexico.

"**Causes of Action**" has the meaning set forth in the Plan.

"**Chapter 11 Cases**" has the meaning set forth in the recitals to this Agreement.

"**Claim**" means any claim, as defined in Section 101(5) of the Bankruptcy Code.

"**Collateral Agent**" means the "Collateral Agent" as defined in the Intercreditor Agreement.

"**Company**" has the meaning set forth in the preamble to this Agreement.

"**Company Termination Notice**" has the meaning set forth in Section 11.02.

"**Confidentiality Agreement**" means an executed confidentiality agreement, including, but not limited to, with respect to the issuance of a "cleansing letter" or other public disclosure of material non-public information in connection with or related to any potential restructuring of the Company.

"**Confirmation Order**" means the order of the Bankruptcy Court confirming the Plan under section 1129 of the Bankruptcy Code, finding that solicitation of Plan acceptances was done in accordance with section 1126(b), and approving the adequacy of disclosures in the Disclosure Statement under section 1125 of the Bankruptcy Code, which Confirmation Order shall be consistent with this Agreement.

"**Consenting Creditors**" has the meaning set forth in the preamble to this Agreement.

"**Consenting Creditors' Fees and Expenses**" has the meaning set forth in Section 2(c).

"**Consenting Creditors Termination Notice**" has the meaning set forth in Section 11.01.

"**Consenting Shareholders**" has the meaning set forth in the preamble to this Agreement.

"**Consenting Shareholder Termination Notice**" has the meaning set forth in Section 11.03.

"**Consenting Stakeholders**" has the meaning set forth in the preamble to this Agreement.

"**Debtors**" means, as of the Petition Date, Braskem Idesa, Braskem Idesa Servicios, and Braskem Idesa Ethane.

"**Definitive Documents**" means the definitive documents listed in Section 3.01.

"**DIP Credit Agreement**" means the credit agreement with respect to the DIP Facility substantially in the form attached hereto as **Exhibit D**.

"**DIP Effective Date**" means the "Effective Date" as defined in the DIP Credit Agreement.

"**DIP Facility**" means the post-petition secured credit facility to be provided pursuant to, and subject to the terms and conditions of, the DIP Financing Documents.

"**DIP Financing Documents**" means the documentation governing the DIP Facility, including the DIP Motion, DIP Orders, the DIP Credit Agreement, any related credit agreement, indenture, security agreement, including, but not limited to, the Mexican Security Trust Agreement (as amended by the Mexican Security Trust Agreement Amendment and may be amended from time to time pursuant to the terms hereof or the DIP Orders), the Mexican Share Pledge Amendment, the Mexican Non-Possessory Pledge Amendment and any other related agreements or documents, as they may be amended, modified, or supplemented from time to time, in accordance with the terms and conditions set forth therein.

"**DIP Motion**" means the motion seeking Bankruptcy Court approval of the DIP Facility.

"**DIP Orders**" means, collectively, the Interim DIP Order or Final DIP Order.

"**Disclosure Statement**" means a disclosure statement relating to the Plan that complies with section 1125 and 1126(b) of the Bankruptcy Code, and is acceptable to the Company, the Consenting Shareholders, and the Required Consenting Creditors.

"**Effective Date Funding**" means that certain new money equity contribution of $71 million to be made on the Plan Effective Date by Braskem S.A. or its Affiliate designee.

"**Entity**" shall have the meaning set forth in section 101(15) of the Bankruptcy Code.

"**Etileno**" has the meaning set forth in the preamble to this Agreement.

"**Equity Interests**" means any preferred shares, common shares, limited liability company interest, equity security (as defined in section 101(16) of the Bankruptcy Code), equity, ownership, profit interests, unit, or share in a Debtor, including all issued, unissued, authorized, or outstanding shares of capital stock of the Debtor and any other rights, options, warrants, stock appreciation rights, phantom stock rights, restricted stock units, redemption rights, repurchase rights, convertible, exercisable or exchangeable securities or other agreements, arrangements or commitments of any character relating to, or whose value is related to, any such interest or other ownership interest in any Debtor.

"**Equity SPV**" has the meaning given to it in the SPV Notes Term Sheet.

"**Equity SPV Documents**" means the notes indenture governing the SPV Notes and the documentation governing and applicable to the Put Right and Call Right (as defined in the SPV Notes Term Sheet) and related provisions, the Equity SPV Implementation Steps, the Put/Call Rights Agreement, and all guarantee agreements and any other agreements regarding Braskem's obligations under the Put Right and Call Right, notes, pledge, and collateral agreements, fee letters, and other security documents, as well as any trust documents, administration documents or agreements, organizational and governance documents for the Equity SPV, including, without limitation, certificates of incorporation, certificates of formation or certificates of limited partnership (or equivalent organizational documents), certificates of designation, bylaws, limited liability company agreements, shareholders' agreements, and limited partnership agreements (or equivalent governing documents), as applicable, in each case, consistent with the terms and conditions set forth in the SPV Notes Term Sheet.

"**Equity SPV Implementation Steps**" means the implementation steps according to which the Equity SPV shall be established and capitalized and the SPV Notes shall be issued, consistent with the Plan, the terms and conditions set forth in this Agreement, the Equity SPV Documents and the other Restructuring Documents.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder from time to time in effect.

"**Exit Secured Notes**" means those certain senior secured first lien notes to be issued by Reorganized BI and which shall be jointly and severally guaranteed by the Reorganized Company pursuant to the Exit Secured Notes Indenture, and as more fully set forth in the Exit Secured Notes Term Sheet.

"**Exit Secured Notes Documents**" means the Exit Secured Notes Indenture and any and all other agreements, documents, and instruments delivered or entered into in connection with, or otherwise governing, the Exit Secured Notes Indenture.

"**Exit Secured Notes Indenture**" means one or more indentures, and all guarantee agreements, notes, pledge and collateral agreements, security trust documentation, intercreditor agreements, fee letters and other security documents governing the Exit Secured Notes, including representations, warranties, covenants, events of default, and other provisions that are customary for this type of financing and the relevant industry, and as more fully set forth in the Exit Secured Notes Term Sheet.

"**Exit Secured Notes Term Sheet**" has the meaning set forth in the recitals to this Agreement.

"**Fiduciary Determination**" has the meaning set forth in Section 7.03(a).

"**Final DIP Order**" means, as applicable, the final order of the Bankruptcy Court (i) approving the DIP Facility, (ii) granting authority to use cash collateral, (iii) providing adequate protection on the terms and conditions set forth therein, and (iv) granting related relief.

"**First Day Pleadings**" means, the motions, declarations, statements and other documents that the Company determines are necessary or desirable to file with the Bankruptcy Court upon commencement of the Chapter 11 Cases.

"**Governance Term Sheet**" has the meaning set forth in the recitals to this Agreement.

"**Governing Body**" means the board of directors, board of managers, manager, general partner, investment committee, special committee, independent director, or such similar governing body of an Entity.

"**Governmental Authority**" means any applicable federal, state, local or foreign government or any agency, bureau, board, commission, court or arbitral body, department, political subdivision, regulatory or administrative authority, tribunal or other instrumentality thereof, or any self-regulatory organization.

"**Grupo Idesa**" has the meaning set forth in the preamble to this Agreement.

"**Inbursa**" has the meaning set forth in the preamble to this Agreement.

"**Inbursa Advisors**" means (i) Herbert Smith Freehills Kramer (US) LLP, (ii) in the event Inbursa retains a financial advisor with the consent of the Company (such consent not to be unreasonably withheld), such financial advisor, (iii) any local counsel retained, in Inbursa's reasonable discretion, in non-United States jurisdictions, as applicable, (iv) one local bankruptcy counsel in a United States jurisdiction, as necessary, and (v) any such other advisors as may be required by Inbursa and agreed to by the Company, such agreement not to be unreasonably withheld.

"**Inbursa Advisors' Fees and Expenses**" has the meaning set forth in Section 2(c).

"**Inbursa Termination Notice**" has the meaning set forth in Section 11.01.

"**Independent Director**" means the Independent Director of the Company's board of directors whose position was created pursuant to board and shareholder resolution dated March 9, 2026.

"**Initial Consenting Creditors**" has the meaning set forth in the preamble to this Agreement.

"**Initial Consenting Senior Secured Noteholders**" has the meaning set forth in the preamble to this Agreement.

"**Intercreditor Administrative Agent**" means the "Administrative Agent" as defined in the Intercreditor Agreement.

"**Intercreditor Agent**" means the "Intercreditor Agent" as defined in the Intercreditor Agreement.

"Intercreditor Agreement" means that certain Second Amended and Restated Intercreditor Agreement dated as of October 20, 2021, by and among Braskem Idesa, as issuer and borrower, Braskem Idesa Servicios, as initial guarantor, each other obligor from time to time party thereto, Deutsche Bank Trust Company Americas as trustee under the 2029 Senior Secured Notes Indenture, Wilmington Savings Fund Society, FSB as trustee under the 2032 Senior Secured Notes Indenture, Banco Inbursa, S.A., Institución de Banca Múltiple, Grupo Financiero Inbursa as administrative agent under the Senior Secured Term Loan Credit Agreement, Deutsche Bank Trust Company Americas as administrative agent under the 2029 Senior Secured Notes Indenture and 2032 Senior Secured Notes Indenture, Deutsche Bank Trust Company Americas as administrative agent, collateral agent, and intercreditor agent under the Intercreditor Agreement, and the other Persons that become party thereto from time to time pursuant to the terms thereof.

"**Intercreditor Fees and Expenses**" means all reasonable and documented legal advisory fees and expenses of the Intercreditor Agent and Collateral Agent.

"**Interim DIP Order**" means, as applicable, the interim order of the Bankruptcy Court (i) approving the DIP Facility, (ii) granting the Debtors' use of cash collateral in the Chapter 11 Cases, (iii) providing adequate protection on the terms and conditions set forth therein, and (iv) granting related relief.

"**Investment Advisor**" has the meaning set forth in Section 13.26(a).

"**Joinder**" means a joinder to this Agreement substantially in the form attached to this Agreement as **Exhibit E**.

"**Law**" means any U.S. or Mexican federal, state, local law or foreign law (including common law), statute, code, ordinance, rule, regulation, order, ruling, or judgment, in each case, that is validly adopted, promulgated, issued, or entered by a Governmental Authority of competent jurisdiction (including the Bankruptcy Court).

"**Loaned Claims**" has the meaning set forth in Section 9.01(a).

"Mexican Non-Possessory Pledge Agreement" means that certain amended and restated non-possessory pledge agreement (*Contrato de Prenda sin Transmisión de Posesión*), dated as of October 20, 2021, entered into between Braskem Idesa and the Collateral Agent, as pledgee, as amended or supplemented to the date of this Agreement.

"**Mexican Non-Possessory Pledge Amendment**" means that certain amendment to the Mexican Non-Possessory Pledge Agreement, for the purpose of giving effect to the priorities

established by, and certain other terms and conditions of, the Interim DIP Order, as contemplated by the Interim DIP Order, in the form attached to the DIP Credit Agreement.

"**Mexican Security Trust**" means the irrevocable security and administration trust established pursuant to the Mexican Security Trust Agreement.

"**Mexican Security Trust Agreement**" means that certain irrevocable security and administration trust agreement, originally dated as of March 6, 2013, as amended and restated on October 20, 2021, and May 13, 2025, by and among Braskem Idesa, Braskem Netherlands, Etileno, and certain subordinated lenders in their capacities as settlors and second place beneficiaries, the Mexican Security Trustee in its capacity as trustee, Deutsche Bank Trust Company Americas in its capacity as first place beneficiary, and the other Persons that become party thereto from time to time pursuant to the terms thereof, as amended or supplemented from time to time.

"**Mexican Security Trust Agreement Amendment**" means that certain amendment and restatement to the Mexican Security Trust Agreement to be entered among the existing parties to the Mexican Security Trust Agreement and certain other parties for the purpose of giving effect to the priorities established by, and certain other terms and conditions of, the Interim DIP Order, which amendment and restatement shall be substantially in the form attached to the DIP Credit Agreement.

"**Mexican Security Trust Assets**" means all rights and assets constituting the trust estate (*Patrimonio del Fideicomiso*) under, and are subject to, the Mexican Security Trust Agreement.

"**Mexican Security Trustee**" means Banco Multiva, S.A. Institución de Banca Múltiple, Grupo Financiero Multiva, División Fiduciaria (as successor of CIBanco, S.A. Institución de Banca Múltiple), in its capacity as trustee under the Mexican Security Trust Agreement, and any successor trustee appointed pursuant to the terms thereof.

"Mexican Share Pledge Agreement" means that certain amended and restated share pledge agreement *(contrato de prenda sobre acciones*) dated as of October 20, 2021, entered into among Braskem S.A. and Etileno, as pledgors, the Collateral Agent, as pledgee, with the appearance of Braskem Idesa and Braskem Idesa Servicios, as amended or supplemented to the date of this Agreement.

"**Mexican Share Pledge Amendment**" means that certain amendment to the Mexican Share Pledge Agreement, for the purpose of giving effect to the priorities established by, and certain other terms and conditions of, the Interim DIP Order, as contemplated by the Interim DIP Order, in the form attached to the DIP Credit Agreement.

"**Milestones**" means the milestones set forth in Section 4, as any such milestone may be extended or waived in writing (including via email in accordance with Section 13.19) in accordance with the terms of Section 4.

"**Minimum Consenting Creditors Threshold**" has the meaning set forth in Section 11.02(a).

"**MSAA**" means that certain Second Amended and Restated Master Security and Accounts Agreement, by and among Braskem Idesa, Deutsche Bank Trust Company Americas, in its capacity as collateral agent and Deutsche Bank Trust Company Americas, as account bank, as amended or supplemented to the date of this Agreement.

"**Organizational Documents**" means, on or after the Plan Effective Date, all organizational and governance documents for the Reorganized Company, including, without limitation, certificates of incorporation (including any certificate of designations), certificates of formation or certificates of limited partnership (or equivalent organizational documents), certificates of designation, bylaws, limited liability company agreements, shareholders' agreements, and limited partnership agreements (or equivalent governing documents), as applicable, in each case, consistent with the terms and conditions set forth in this Agreement.

"**Outside Date**" means one hundred ten (110) days after the Petition Date.

"**Parties**" has the meaning set forth in the preamble to this Agreement.

"**Permitted Transferee**" means each Transferee of any Claim or Equity Interest that meets the requirements of Section 8.02.

"**Person**" means any natural person, corporation, limited liability company, professional association, limited partnership, general partnership, joint stock company, joint venture, association, company, trust, bank, trust company, land trust, business trust or other organization, whether or not a legal entity, and any Governmental Authority.

"**Petition Date**" has the meaning set forth in Section 4(a).

"**Plan**" means a joint chapter 11 plan of reorganization (including any exhibits, annexes and schedules thereto) for the Company that effectuates the Restructuring Transactions, in accordance with, and subject to the terms and conditions and consent rights of, this Agreement, substantially in the form attached hereto as **Exhibit F**.

"**Plan Effective Date**" means the date upon which all conditions precedent to the effectiveness of the Plan have been satisfied or are waived in accordance with the terms of this Agreement and the Plan, and on which the Restructuring Transactions become effective or are consummated.

"**Plan Supplement**" means the compilation of certain documents and forms of documents, schedules, annexes, and exhibits to the Plan (including the Restructuring Transactions Exhibit) that will be filed by the Debtors with the Bankruptcy Court, each of which shall be consistent with this Agreement.

"**Qualified Marketmaker**" means an entity that (a) holds itself out to the market as standing ready in the ordinary course of business to purchase from customers and sell to customers Claims and/or Equity Interests (or enter with customers into long and short positions in Claims and/or Equity Interests), in its capacity as a dealer or market maker in Claims and/or Equity Interests and (b) is in fact regularly in the business of making a market in claims against issuers or borrowers (including debt securities or other debt).

"**Related Party**" has the meaning set forth in the Plan.

"**Reorganized BI**" means Braskem Idesa as reorganized pursuant to the Plan, or any successor thereto or assignee thereof, by merger, consolidation, reorganization, or otherwise, in the form of a corporation, limited liability company, partnership, or other form, as the case may be, immediately after the Plan Effective Date.

"**Reorganized Company**" means Reorganized BI and its subsidiaries as reorganized pursuant to the Plan, or any successor thereto or assignee thereof, by merger, consolidation, reorganization, or otherwise, in the form of a corporation, limited liability company, partnership, or other form, as the case may be, immediately after the Plan Effective Date.

"**Required AHG Consenting Creditors**" means, as of the relevant date, members of the Ad Hoc Group that have executed this Agreement holding at least 50.1% of the aggregate outstanding principal amount of the Senior Secured Notes Claims that are held by the members of the Ad Hoc Group that have executed this Agreement.

"**Required Consenting Creditors**" means, as of the relevant date, both (i) the Required AHG Consenting Creditors, and (ii) Inbursa.

"**Restructuring Transactions**" has the meaning set forth in the recitals to this Agreement.

"**Restructuring Transactions Exhibit**" means the exhibit to the Plan Supplement that will set forth the material components of the transactions that are required to effectuate the Restructuring Transactions contemplated by this Agreement and the Plan, including any "restructuring steps memo," "tax steps memo" or other document describing steps to be taken in connection with the Restructuring Transactions.

"**Rules**" means Rule 501(a)(1), (2), (3), (7), (8), (9), (12), and (13) under the Securities Act.

"**Secured PE Facility Agreement**" means that certain Distribution Agreement, dated as of January 1, 2023, and as particularly amended as of August 15, 2025 and again as of March 3, 2026, between Braskem Idesa, as borrower, and Braskem Netherlands, as distributor and lender, as further amended or supplemented as of the date of this Agreement.

"**Secured PE Facility Claims**" means all Claims on account of the Secured PE Facility Loan.

"**Secured PE Facility Loan**" means that certain loan issued pursuant to the Secured PE Facility Agreement.

"**Securities Act**" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder from time to time in effect.

"**Senior Secured Claims**" means the Senior Secured Notes Claims and the Senior Secured Term Loan Claims.

"**Senior Secured Notes**" means the 2029 Senior Secured Notes and 2032 Senior Secured Notes.

"**Senior Secured Notes Claims**" means, collectively, the 2029 Senior Secured Notes Claims and 2032 Senior Secured Notes Claims.

"**Senior Secured Notes Indentures**" means, collectively, the 2029 Senior Secured Notes Indenture and the 2032 Senior Secured Notes Indenture.

"**Senior Secured Notes Trustees' Fees and Expenses**" means all reasonable and documented fees and expenses of the 2029 Senior Secured Notes Trustee and the 2032 Senior Secured Notes Trustee.

"**Senior Secured Term Lender**" has the meaning set forth in the preamble to this Agreement.

"**Senior Secured Term Loans**" means those certain term loans provided pursuant to the Senior Secured Term Loan Credit Agreement.

"Senior Secured Term Loan Claims" means all Claims on account of the Senior Secured Term Loans.

"**Senior Secured Term Loan Credit Agreement**" means that certain Amended and Restated Credit Agreement, dated as of October 22, 2025, between Braskem Idesa, as borrower, Braskem Idesa Servicios, as initial guarantor, Banco Inbursa, S.A., Institución de Banca Multiple, Grupo Financiero Inbursa as administrative agent, and Banco Inbursa, S.A., Institución de Banca Múltiple, Grupo Financiero Inbursa as lender in such capacity with the banks and financial institutions from time to time party thereof, as amended or supplemented to the date of this Agreement.

"**Solicitation**" means the solicitation of votes with respect to the Plan.

"**Solicitation Materials**" means the Disclosure Statement, ballots, documents, forms, and all other materials provided in connection with the solicitation of the Plan pursuant to sections 1125 and 1126 of the Bankruptcy Code, which shall be consistent with this Agreement.

"**Specified Mexican Parties**" means, jointly, Braskem Idesa, Braskem Idesa Servicios, and Braskem México.

"**SPV Notes**" has the meaning given to it in the SPV Notes Term Sheet.

"**SPV Notes Term Sheet**" has the meaning set forth in the recitals to this Agreement.

"**Subordinated Loan Agreements**" means, as applicable, (i) that certain Subordinated Loan Agreement dated as of March 27, 2013, between Braskem Idesa, as borrower, and Braskem S.A., as subordinated lender; (ii) that certain Subordinated Loan Agreement dated as of March 27, 2013, between Braskem Idesa, as borrower, and Etileno XXI, S.A. de C.V., as subordinated lenders; (iii) that certain Subordinated Loan Agreement dated as of August 21, 2015, among

Braskem Idesa, as borrower, Etileno XXI, S.A. de C.V., as subordinated lender and Grupo Idesa, S.A. de C.V., as lender and funding affiliate and (iv) that certain Subordinated Loan Agreement dated as of August 13, 2015, among Braskem Idesa, as borrower, and Braskem Netherlands and Braskem México, as subordinated lenders.

"**Subordinated Loan Lenders**" means, the lenders of the Subordinated Loans under the Subordinated Loan Agreements, including Braskem S.A., Etileno, Braskem Netherlands, and Braskem México.

"**Subordinated Loans**" means the loans issued under the Subordinated Loan Agreements.

"**Termination Date**" means, with respect to a Party to this Agreement, the date on which termination of this Agreement as to such Party is effective in accordance with Section 11.

"**TQPM**" means Terminal Química Puerto México, S.A.P.I. de C.V., a *sociedad anónima promotora de inversión de capital variable* organized under the laws of Mexico.

"**TQPM Credit Agreement**" means that certain Credit Agreement dated as of October 31, 2023, among TQPM, as borrower, the lenders party thereto, Crédit Agricole Corporate and Investment Bank, as the administrative agent, Citibank, N.A., as the offshore collateral agent and Banco Nacional de México, S.A., integrante del Grupo Financiero Banamex, División Fiduciaria, as the onshore collateral agent.

"**TQPM Financing Documents**" means the "Financing Documents" as defined in the TQPM Credit Agreement.

"**TQPM Lenders**" means lenders under the TQPM Credit Agreement.

"**TQPM Services Agreements**" means, (i) that certain agreement for storage of ethane between Braskem Idesa and TQPM dated October 31, 2023; and (ii) that certain agreement for transportation of ethane between Braskem Idesa and TQPM dated October 31, 2023; as identified in the motion seeking to assume such agreements to be filed by Braskem Idesa in the Chapter 11 Cases.

"**Transfer**" means to, directly or indirectly, sell, resell, reallocate, assign, grant, transfer, convey, pledge, hypothecate, or otherwise encumber or dispose of (including through derivatives, options, swaps, pledges, forward sales or other transactions), but in each case only upon the date of settlement of the Transfer and excluding any pledge or assignment of security interest to secure obligations of a party to a Federal Reserve Bank or any other central bank.

"**Transferee**" means the recipient of a Transfer.

"**United States Trustee**" shall have the meaning set forth in Section 586(a) of Title 28, Part II, Chapter 39 of the U.S. Code.

"**WC Credit Agreement**" means that certain Working Capital Credit Agreement dated as of March 25, 2026, among Braskem Idesa, as borrower, Braskem Idesa Servicios, as initial

guarantor, and Braskem Netherlands, as lender, as amended or supplemented to the date of this Agreement.

"**WC Facility Claims**" means all Claims on account of the WC Facility Loans.

"**WC Facility Loans**" means the loans to be provided pursuant to, and subject to the terms and conditions of, the WC Credit Agreement.

1.02 Interpretation. For purposes of this Agreement:

(a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neutral gender shall include the masculine, feminine, and the neuter gender;

(b) capitalized terms defined only in the plural or singular form shall nonetheless have their defined meanings when used in the opposite form. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning;

(c) unless otherwise specified, any reference in this Agreement to a contract, lease, instrument, release, indenture, or other agreement or document (other than a Definitive Document) being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions, *provided* that references in this Agreement to any Definitive Document shall mean such Definitive Document in form and substance as required pursuant to Section 3.02;

(d) unless otherwise specified in this Agreement, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein;

(e) unless otherwise specified, any reference in this Agreement to an existing document, schedule, or exhibit shall mean such document, schedule, or exhibit, as it may have been or may be amended, restated, supplemented, or otherwise modified from time to time; notwithstanding the foregoing, any capitalized terms in this Agreement that are defined with reference to another agreement, are defined with reference to such other agreement as of the date of this Agreement, without giving effect to any termination of such other agreement or amendments to such capitalized terms in any such other agreement following the date of this Agreement;

(f) any reference to any Definitive Document (including any amendment, restatement, waiver, supplement or modification thereto) shall mean such Definitive Document subject to, and inclusive of, the consent rights of the Parties as provided hereof;

(g) unless otherwise specified, all references in this Agreement to "Sections" are references to Sections of this Agreement;

(h) the words "herein," "hereof," and "hereto" refer to this Agreement in its entirety rather than to any particular portion of this Agreement;

(i) captions and headings to Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of this Agreement;

(j) references to "shareholders," "directors," and/or "officers" shall also include "members" and/or "managers," as applicable, as such terms are defined under the applicable limited liability company Laws;

(k) the use of "include" or "including" is without limitation, whether stated or not; and

(l) the word "or" shall not be exclusive.

(m) each of the exhibits attached hereto, including, without limitation, the SPV Notes Term Sheet, the Exit Secured Notes Term Sheet, and the Governance Term Sheet, is expressly incorporated herein and made part of this Agreement, and all references to this Agreement, unless specified otherwise, shall include such exhibits.

Section 2. ***Effectiveness of this Agreement.*** This Agreement shall become effective and binding upon each of the Parties on the date and time by which all of the following conditions have been satisfied or waived in accordance with this Agreement:

(a) the Company shall have executed and delivered counterpart signature pages of this Agreement (which signature pages may be delivered by counsel and in electronic form) to the Braskem Advisors, the Inbursa Advisors, and counsel to the Ad Hoc Group;

(b) the following shall have executed and delivered counterpart signature pages of this Agreement (which signature pages may be delivered by counsel and in electronic form) to counsel to the Company, the Braskem Advisors, the Inbursa Advisors, and counsel to the Ad Hoc Group (as applicable); *provided* that information regarding holdings of members of the Ad Hoc Group shall be provided on a professionals'-eyes-only basis and shall be redacted in any version of this Agreement that is shared outside of the above-listed advisors and counsel; *provided, however*, that notwithstanding the foregoing, counsel to the Company may share the holdings information with the Company on an as-needed basis:

(i) holders of more than 76% of the aggregate outstanding principal amount of Senior Secured Notes Claims;

(ii) holders of 100% of the aggregate outstanding principal amount of the Senior Secured Term Loan Claims;

(iii) holders of 100% of the aggregate outstanding principal amount of the WC Facility Claims;

(iv) holders of 100% of the aggregate outstanding principal amount of the Secured PE Facility Claims;

(v) holders of 100% of the aggregate outstanding principal amount of the Subordinated Loans;

(vi) Braskem in its capacity as Consenting Shareholder; and

(vii) Etileno in its capacity as Consenting Shareholder; and

(c) The Company shall have paid in full (i) all reasonable and documented fees and expenses of the Braskem Advisors (the "**Braskem Advisors' Fees and Expenses**"), (ii) all reasonable and documented fees and expenses of the Inbursa Advisors (the "**Inbursa Advisors' Fees and Expenses**"), and (iii) the Ad Hoc Group Advisors' Fees and Expenses (as defined herein) (collectively with the Inbursa Advisors' Fees and Expenses, the "**Consenting Creditors' Fees and Expenses**"), in each case, in accordance with any engagement letters or fee letters (if any) of such professional, but excluding, without limitation, any success fees contemplated therein, if applicable.[2]

With respect to any Consenting Stakeholder that becomes a party to this Agreement pursuant to Section 8 hereof, this Agreement shall become effective as to and fully binding upon such Consenting Stakeholder at the time it executes and delivers a Joinder in accordance with the terms hereof.

Section 3. ***Definitive Documents.***

3.01 The definitive documents shall consist of the following (the "**Definitive Documents**"):

(i) this Agreement (including, all Exhibits, Annexes, and Schedules attached hereto);

(ii) the Plan;

(iii) the Confirmation Order;

(iv) the Disclosure Statement and all other Solicitation Materials;

(v) the First Day Pleadings and all orders sought pursuant thereto;

(vi) the Plan Supplement and the documents contained therein, including the Restructuring Transactions Exhibit;

(vii) the DIP Financing Documents;

(viii) the Exit Secured Notes Documents;

(ix) the Organizational Documents;

[2] For the avoidance of doubt, the scope of the terms "Braskem Advisors' Fees and Expenses," "Inbursa Advisors' Fees and Expenses," and "Ad Hoc Group Advisors' Fees and Expenses" is inclusive of any success fees contemplated in any applicable engagement letter, *provided* that no success fee of any kind shall be required to be paid as a condition to the effectiveness of this Agreement.

(x) the Equity SPV Documents;

(xi) any amendment, amendment and restatement, modification or supplement to the Mexican Security Trust Agreement, the Mexican Share Pledge Agreement, the Mexican Non-Possessory Pledge Agreement, including but not limited to, the Mexican Security Trust Agreement Amendment, the Mexican Share Pledge Amendment, and the Mexican Non-Possessory Pledge Amendment;

(xii) such other motions, orders, agreements, and documentation necessary or desirable to consummate and document the transactions contemplated by this Agreement;

(xiii) all other necessary or customary filings, deeds, agreements, notifications, certificates or other documents delivered in connection with transactions of this type, including those necessary to implement or otherwise contemplated by the Restructuring Transactions; and

(xiv) any other material exhibits, schedules, amendments, modifications, supplements, appendices, or other documents and/or agreements relating to any of the foregoing.

3.02 The Definitive Documents that are not executed or in a form attached to this Agreement as of the Agreement Effective Date remain subject to good faith negotiation, agreement and completion. The Definitive Documents shall contain terms, conditions, representations, warranties, and covenants consistent with the terms of this Agreement, and otherwise shall be in form and substance reasonably acceptable to the Company, Braskem, and the Required Consenting Creditors, *provided* that:

(i) the Plan and the Confirmation Order shall be in form and substance acceptable to the Company, Braskem, and the Required Consenting Creditors;

(ii) the Plan Supplement (including the Restructuring Transactions Exhibit but excluding any portion of the Plan Supplement otherwise expressly addressed in this Section 3.02) shall be in form and substance acceptable to the Company and Braskem;

(iii) the Exit Secured Notes Documents shall be in form and substance acceptable to the Company, Braskem, and the Required Consenting Creditors;

(iv) the Organizational Documents shall be in form and substance acceptable to the Company, Braskem, and Etileno, and shall be reasonably acceptable to the Required AHG Consenting Creditors solely with respect to any provisions implicating the Class A Shares or the AHG Director or any minority protections or any other provision that would have a material and adverse effect on holders of the Class A Shares or the SPV Notes;

(v) the Equity SPV Documents shall be in form and substance acceptable to the Company, Braskem, and the Required AHG Consenting Creditors, and shall be reasonably acceptable to Inbursa solely to the extent of any provisions in the Equity SPV Documents that implicate Inbursa or its affiliates or require any provisions to be included in the Organizational Documents of Reorganized Company; and

(vi) except as provided otherwise herein, any amendment, modification, or supplement to any Definitive Documents shall be subject to the same level of consent rights as the initial form of such document as provided in this Section 3.02; *provided* that, following the effectiveness of any Definitive Document, any such amendment, modification, or supplement to any Definitive Document shall be subject to the consent rights, if any, set forth in such Definitive Document.

Section 4. ***Milestones.*** The following milestones (collectively, the "**Milestones**") shall apply to this Agreement, unless extended or waived in writing, including via email in accordance with Section 13.19, with the consent of the Company, Braskem, and the Required Consenting Creditors:

(a) no later than August 17, 2026, the Company shall commence solicitation of the Plan;

(b) no later than August 17, 2026, the Company shall file voluntary petitions for relief pursuant to chapter 11 of the Bankruptcy Code in the Bankruptcy Court (the date of filing of such voluntary petitions, the "**Petition Date**"), and file, within 24 hours thereafter, the First Day Pleadings, including the DIP Motion, the Plan, and the Disclosure Statement;

(c) no later than two (2) Business Days after the Petition Date, the Bankruptcy Court shall have entered the Interim DIP Order, and the Mexican Security Trust Agreement Amendment, Mexican Share Pledge Amendment and the Mexican Non-Possessory Pledge Amendment shall have been executed, and with perfection steps, including notarization and registration under applicable Mexican law, to be completed within the timeframes set forth in such agreements;

(d) no later than forty (40) calendar days after the Petition Date, the Bankruptcy Court shall have entered the Final DIP Order, approved the Disclosure Statement, and entered the Confirmation Order; and

(e) no later than fifty-five (55) calendar days after the Petition Date, the Plan Effective Date shall have occurred; *provided* that such date may be automatically extended until the Outside Date in the event that all conditions precedent to the occurrence of the Plan Effective Date have been met except for the granting of any required regulatory approvals, *provided* that the Company and the Consenting Shareholders are working in good faith to obtain such regulatory approvals or other requirements of Mexican law in order to effectuate the Restructuring Transactions.

Notwithstanding the foregoing, any of the above-listed Milestones may be extended with consent (not to be unreasonably withheld) of the Company, the Consenting Shareholders, and the Required Consenting Creditors. For the avoidance of doubt, extension of the Outside Date shall require the consent of the Company, the Consenting Shareholders, Inbursa, and the Required AHG Consenting Creditors.

Section 5. ***Commitments of the Consenting Creditors.***

5.01 Affirmative Commitments. Subject to Section 5.03 hereof, during the Agreement Effective Period, (i) each Consenting Creditor, in their capacity as such, severally, and not jointly and severally, agrees in respect of all of its Claims; and (ii) to the extent not otherwise covered by

the foregoing, each of Etileno and Grupo Idesa agrees in respect of their Subordinated Loans, that it shall:

(a) support and consummate the Plan in accordance with the terms and conditions set forth in this Agreement, and timely take all actions contemplated thereby and as necessary to support and achieve consummation of the Restructuring Transactions, including providing information as may be reasonably requested and necessary to obtain any necessary regulatory approvals to consummate the Restructuring Transactions;

(b) act in good faith, in support of, and take all actions reasonably necessary to implement and consummate, the Restructuring Transactions in accordance with this Agreement, including, without limitation, instructing the applicable Agent as needed, subject to finalization of the Definitive Documents in accordance with the terms and conditions and consent rights set forth in this Agreement, including to (x) vote and exercise any powers or rights available to it (including in any creditors' meeting or in any process requiring voting or approval to which such Consenting Creditor is legally entitled to participate), in each case in favor of any matter requiring approval to the extent necessary to implement the Restructuring Transactions and, except as set forth in Section 11.06(b) hereof, not change or withdraw (or cause to be changed or withdrawn) any such vote, and (y) take such actions as may be reasonably necessary to give effect to the DIP Credit Agreement, DIP Orders, the other DIP Financing Documents, Exit Secured Notes Indenture, the Plan and the related collateral arrangements, in each case within the timeframes set forth herein and in the Definitive Documents and subject to the finalization of the Definitive Documents in accordance with this Agreement;

(c) as applicable, execute, perform its obligations under, and consummate the transactions contemplated by the Definitive Documents to which it is or will be a party or for which its approval or consent is required (including the implementation of the DIP Financing Documents and Exit Secured Notes Indenture as outlined under the terms of the Definitive Documents), including, to the extent necessary or appropriate, by instructing and directing the applicable Agents to take any actions necessary to implement the Restructuring Transactions in accordance with the terms set forth in this Agreement and in the Definitive Documents. In addition, each Consenting Creditor agrees that, subject to the finalization of the applicable Definitive Documents in accordance with this Agreement, it shall support, facilitate, provide any approval or consent required or in connection with, finalize, execute and implement any necessary and appropriate modifications to the Mexican Security Trust Agreement and other related documents to implement the DIP Facility, Exit Secured Notes Indenture, Equity SPV Documents, and the Plan, including, but not limited to, entering into and perfecting the Mexican Security Trust Agreement Amendment, the Mexican Share Pledge Amendment, the Mexican Non-Possessory Pledge Amendment, and the MSAA;

(d) use commercially reasonable efforts to cooperate with the Company and Consenting Shareholders, as may be reasonably requested by the Company or the Consenting Shareholders, in the Company's efforts to obtain additional support for the Restructuring Transactions from the Company's other stakeholders;

(e) use commercially reasonable efforts to give any notice, order, instruction, or direction to any applicable agent reasonably necessary to give effect to the Restructuring

Transactions (including, for the avoidance of doubt, any notice, order, instruction, or direction required in connection with the execution and delivery of the Definitive Documents), on the terms and subject to the conditions of this Agreement, *provided* that, no Consenting Creditor shall be required to provide an indemnity or incur any potential expense or liability in connection therewith other than expenses that the Company has agreed in writing to reimburse or indemnify on terms satisfactory to such Consenting Creditor(s);

(f) negotiate in good faith and finalize, execute, deliver, and implement the Definitive Documents to which it is required to be a party or, with respect to the applicable Consenting Creditors, to which it has a consent right pursuant to Section 3.02, in accordance with the applicable Milestones;

(g) use commercially reasonable efforts to (i) assist the Company, as may be reasonably requested by the Company, with the implementation of the Restructuring Transactions and (ii) as reasonably requested by the Company, obtain such governmental approvals and/or third-party approvals for the Restructuring Transactions (including any and all approvals by the Bankruptcy Court) as are reasonably necessary or advisable;

(h) consider in good faith any appropriate additional or alternative provisions or agreements necessary to address any legal, financial, or structural impediment that may arise that would prevent, hinder, impede, delay or are necessary to effectuate the consummation of the Restructuring Transactions in accordance with this Agreement;

(i) timely vote each of its Claims it is entitled to vote to accept the Plan by timely delivering its duly executed and completed ballot(s) accepting the Plan conditioned on and only following the date of the Solicitation and its actual receipt of the Solicitation Materials and the ballot;

(j) (i) to the extent it is permitted to elect whether to opt out of the releases set forth in the Plan, elect not to opt out of such releases, and (ii) to the extent it is permitted to elect whether to opt in to the releases set forth in the Plan, elect to opt in to such releases, in each case by delivering its duly executed and completed ballot(s) indicating such election prior to the deadline for such delivery;

(k) cooperate in good faith and coordinate with the Company, the Consenting Shareholders, and the other Consenting Creditors to structure and implement the securities, tax, and regulatory aspects of the Restructuring Transactions in a tax-efficient manner that is consistent (to the extent practicable) with the interests of the Company, the Consenting Shareholders and the Consenting Creditors, in accordance with Section 13.01 hereof; and

(l) not change, withdraw, amend, or revoke (or cause to be changed, withdrawn, amended, or revoked) any vote or election referred to in clause (i) or (j) above; *provided, however*, that nothing in this Agreement shall prevent any Consenting Creditor from withholding, amending, or revoking (or causing the same) its timely consent or vote with respect to the Plan if this Agreement has been terminated in accordance with its terms with respect to such Consenting Creditor.

5.02 Negative Commitments. Subject to Section 5.03 hereof, during the Agreement Effective Period, (i) each Consenting Creditor, in its capacity as such, severally, and not jointly and severally, agrees in respect of all of its Claims; and (ii) to the extent not otherwise covered by the foregoing, each of Etileno and Grupo Idesa agrees in respect of their Subordinated Loans, that it shall not, directly or indirectly, and shall neither instruct nor direct any Agent or other Entity to:

(a) take any action that is inconsistent with this Agreement, the Definitive Documents or the Restructuring Transactions or that would reasonably be expected to interfere with, delay, or impede the approval and solicitation of the Disclosure Statement, the confirmation of the Plan, and the implementation and consummation of the Restructuring Transactions;

(b) seek, solicit, propose, support, engage in negotiations in connection with or participate in the formulation, preparation, filing, or prosecution of any Alternative Restructuring Proposal;

(c) file any motion, objection, pleading, or other document with the Bankruptcy Court or any other court (including any modification or amendment thereof) that is materially inconsistent with this Agreement, the Plan, the Restructuring Transactions, or the Definitive Documents, or in any other way object to, delay, or impede, or interfere with, the approval of the Plan and implementation of the Restructuring Transactions, *provided, however*, that the Consenting Creditors shall be allowed to object or otherwise seek relief from the Bankruptcy Court with respect to any proposed amendment to either or both of the TQPM Services Agreements;

(d) take (directly or indirectly), or direct the applicable Agent or any other Entity to take, any action to enforce or exercise any right or remedy for the enforcement, collection, or recovery of any of the Claims and/or Equity Interests, including rights or remedies arising from or asserting or bringing any claims under or with respect to the Intercreditor Agreement, the Senior Secured Notes Indentures, or the Senior Secured Term Loan Credit Agreement, as applicable, to the extent inconsistent with this Agreement;

(e) initiate, or have initiated on its behalf, any litigation or proceeding of any kind (including a derivative action), including, without limitation, with respect to this Agreement, the Restructuring Transactions, the Definitive Documents, or the Chapter 11 Cases, against the Company or any of its direct or indirect subsidiaries or the other Parties (other than to enforce this Agreement or any Definitive Document or as otherwise consistent with this Agreement); or

(f) object to, delay, impede or interfere with the Company's or its direct or indirect subsidiaries' ownership and possession of its or their assets, wherever located, or interfere with the automatic stay arising under section 362 of the Bankruptcy Code in the Chapter 11 Cases; *provided* that nothing in this Agreement shall be construed as limiting in any way any right of Consenting Creditor to take any action or pursue any claim that is solely against TQPM.

In addition to Claims held by the Consenting Creditors, the obligations of this Section 5.02 shall apply to any security or other interest held by the Consenting Creditors in the Company.

5.03 Additional Provisions Regarding the Consenting Creditors' Commitments. Notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement shall:

(a) affect the ability of any Consenting Creditor to consult with any other Consenting Creditor, the Company, or any other party in interest in the Chapter 11 Cases (including the United States Trustee);

(b) impair or waive the rights of any Consenting Creditor to assert or raise any objection not prohibited under this Agreement or prevent any Consenting Creditor from enforcing this Agreement or contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, this Agreement or any other Definitive Document;

(c) limit the rights of a Consenting Creditor under the Chapter 11 Cases, including appearing as a party in interest in any matter to be adjudicated in order to be heard concerning any matter arising in the Chapter 11 Cases, so long as the exercise of any such right and the positions advocated in connection therewith is not inconsistent in any material respect with this Agreement or with such Consenting Creditor's obligations hereunder;

(d) prohibit any Consenting Creditor from taking any action that is not inconsistent with this Agreement or the Restructuring Transactions;

(e) solely for the period from and after the Termination Date (other than a Termination Date as a result of the occurrence of the Plan Effective Date), obligate a Consenting Creditor to deliver a vote to support the Plan (or any other Restructuring Transactions) or prohibit a Consenting Creditor from withdrawing such vote, provided that upon the withdrawal of any such vote after the Termination Date (other than the Automatic Termination of this Agreement pursuant to Section 11.05 herein), such vote shall be deemed void ab initio and such Consenting Creditor shall have the opportunity to change its vote;

(f) require any Consenting Creditor to take any action which is prohibited by applicable Law or to waive or to forgo the benefit of any applicable legal or professional privilege or prevent a Consenting Creditor from taking any action that is required to comply with applicable Law; provided, that, in each case, if a Consenting Creditor proposes to take any action that is inconsistent with this Agreement in order to comply with applicable Law, such Consenting Creditor shall use commercially reasonable efforts to provide at least two (2) Business Days' advanced notice to the Company to the extent the provision of such notice is legally permissible;

(g) require any Consenting Creditor, other than as expressly set forth and agreed to in this Agreement or any other Definitive Document (if any), to incur, assume, become liable in respect of, or suffer to exist any expenses, liabilities, or other obligations or agree to or become bound by any commitments, undertakings, concessions, indemnities, or other arrangements that could result in expenses, liabilities, or other obligations to such Consenting Creditor, except with respect to costs and expenses that the Company has agreed to reimburse on terms satisfactory to such Consenting Creditor;

(h) subject to the application of the automatic stay under section 362 of the Bankruptcy Code, as applicable, prevent any Consenting Creditor from taking any customary perfection step or other action as is necessary to preserve or defend the validity, existence, and priority of its Claims or any lien securing any such Claims (including, without limitation, the filing of a proof of claim against any Debtor); *provided* that, nothing herein shall expand, create, remove, or modify

any obligations under Senior Secured Term Loan Credit Agreement, the 2029 Senior Secured Notes Indenture, or the 2032 Senior Secured Notes Indenture;

(i) require any Consenting Creditor to (i) take any action or omit to take any action that would directly or indirectly breach or cause a breach of applicable Law, any legal or regulatory requirement or any order or direction of any relevant court or Governmental Authority, or (ii) take part or be involved in any litigation or court or regulatory proceedings, except as expressly contemplated by this Agreement, in each case, without such Consenting Creditor's prior written consent;

(j) other than as expressly set forth herein or necessary to effectuate the Restructuring Transactions, constitute a termination or release of any liens on, or security interests in, any of the assets or properties of the Company or any of its direct or indirect subsidiaries that secure the obligations under any of the Intercreditor Agreement, the Senior Secured Notes Indentures, or the Senior Secured Term Loan Credit Agreement;

(k) be construed to prevent the Consenting Creditor from exercising any consent rights provided to the Consenting Creditors or their rights or remedies specifically reserved herein or in the Definitive Documents; or

(l) constitute a waiver or amendment of any term or provision of the Intercreditor Agreement, the Senior Secured Notes Indentures; or the Senior Secured Term Loan Credit Agreement.

Section 6. ***Commitments of the Consenting Shareholders.***

6.01 Affirmative Commitments. During the Agreement Effective Period, (i) each Consenting Shareholder severally, and not jointly and severally, agrees in respect of all of its Equity Interests, and, in addition, (ii) Braskem agrees in respect of all its Claims in its capacity as (v) as applicable, counterparty to any of the Braskem Agreements, (w) lender under the Secured PE Facility Agreement, (x) lender under the WC Credit Agreement, (y) settlor under the Mexican Security Trust Agreement and pledgor under the Mexican Non-Possessory Pledge Agreement and the Mexican Share Pledge Agreement, as applicable, and (z) lender under the Subordinated Loan Agreements, that it shall:

(a) support and consummate the Plan in accordance with the terms and conditions set forth in this Agreement, and timely take all actions contemplated thereby and as necessary to support and achieve consummation of the Restructuring Transactions, including providing information as may be reasonably requested and necessary to obtain any necessary regulatory approvals to consummate the Restructuring Transactions;

(b) act in good faith, support, and take all actions reasonably necessary to implement and consummate the Restructuring Transactions in accordance with this Agreement, including, without limitation, (i) voting and exercising any powers or rights available to it (including in any shareholders' meeting or in any process requiring voting or approval to which such Consenting Shareholders are legally entitled to participate), in each case in favor of any matter requiring approval to the extent necessary to implement the Restructuring Transactions, (ii) not changing or withdrawing (or causing to be changed or withdrawn) any such vote, (iii) taking such other actions

as may be reasonably necessary, to give effect to the DIP Credit Agreement, the DIP Orders, other DIP Financing Documents, Exit Secured Notes Indenture, the Equity SPV Documents, the Plan, and the related collateral arrangements, and (iv) with respect to Braskem, seeking, before any court of competent jurisdiction, approvals, if any, necessary to fulfill its obligations hereunder and with respect to the Restructuring Transactions, and opposing any efforts by other parties to prevent Braskem's fulfillment of such obligations, in each case within the timeframes set forth herein and in the Definitive Documents and subject to the finalization of the Definitive Documents in accordance with the terms of this Agreement;

(c) as applicable, execute, perform its obligations under, and consummate the transactions contemplated by the Definitive Documents (including its obligations to fund the DIP Facility) to which it is or will be a party or for which its approval or consent is required, to the extent necessary or appropriate, by instructing and directing the applicable Agents to take any actions necessary to implement the Restructuring Transactions in accordance with the terms set forth in this Agreement and in the Definitive Documents. Without limiting the foregoing, each Consenting Shareholder agrees that, subject to the finalization of the applicable Definitive Documents in accordance with this Agreement, (i) it shall support, facilitate, provide any approval or consent required or in connection with, finalize, execute and implement any necessary and appropriate modifications to the Mexican Security Trust Agreement and other related documents to implement the DIP Facility, Exit Secured Notes Indenture, the Equity SPV Documents, and the Plan, including, but not limited to, entering into the Mexican Security Trust Agreement Amendment, the Mexican Share Pledge Amendment, the Mexican Non-Possessory Pledge Amendment and the MSAA, and (ii) in addition, the Company is authorized to share this Agreement (with the Consenting Shareholders' signature pages and holdings) with the Collateral Agent and Mexican Security Trustee solely in furtherance thereof; for the avoidance of doubt, this Section 6.01(c) shall also apply to Braskem Netherlands and Braskem México in their capacities as settlors under the Mexican Security Trust Agreement.

(d) use commercially reasonable efforts to cooperate with and assist the Company and the Consenting Creditors, as may be reasonably requested by the Company or the Consenting Creditors in obtaining additional support for the Restructuring Transactions from the Company's other stakeholders;

(e) negotiate in good faith and finalize, execute, deliver, and implement the Definitive Documents, any other required agreements to effectuate and consummate the Restructuring Transactions as contemplated by this Agreement;

(f) use commercially reasonable efforts to (i) assist the Company with (x) the implementation of the Restructuring Transactions and (y) overcoming any issues under local Law that may arise in connection with consummating the Restructuring Transactions, and (ii) as reasonably requested by the Company, cooperate with and assist the Company, in obtaining any and all required governmental approvals and/or third-party approvals for the Restructuring Transactions (including any and all approvals required by the Bankruptcy Court);

(g) consider in good faith any appropriate additional or alternative provisions or agreement necessary to address any legal, financial, or structural impediment that may arise that

would prevent, hinder, impede, delay or are necessary to effectuate the consummation of the Restructuring Transactions in accordance with this Agreement;

(h) execute and deliver in a timely manner any document, perform any obligations, and take any action, in each case in its capacity as a holder of Equity Interests in the Company, that may be required to effectuate and consummate the Restructuring Transactions, including voting to approve the equity issuances and other corporate transactions, to the extent shareholder approval is reasonably necessary or advisable and transfer preemptive rights to the Consenting Creditors, *provided* that each Consenting Shareholder's commitment pursuant to this Section 6.01(h) shall be subject at all times to such Consenting Shareholder's consent rights as provided in this Agreement, the Plan, and the Definitive Documents;

(i) timely vote each of its Claims and/or Equity Interests it is entitled to vote to accept the Plan by timely delivering its duly executed and completed ballot(s) accepting the Plan conditioned on and only following the date of the Solicitation and its actual receipt of the Solicitation Materials and the ballot;

(j) (i) to the extent it is permitted to elect whether to opt out of the releases set forth in the Plan, elect not to opt out of such releases and (ii) to the extent it is permitted to elect whether to opt in to the releases set forth in the Plan, elect to opt in to such releases, in each case by delivering its duly executed and completed ballot(s) indicating such election prior to the deadline for such delivery;

(k) to the extent not deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code, not change, withdraw, amend, or revoke (or cause to be changed, withdrawn, amended, or revoked) any vote or election referred to in clause (i) or (j) above; *provided, however*, that nothing in this Agreement shall prevent any Consenting Shareholder from withholding, amending, or revoking (or causing the same) its timely consent or vote with respect to the Plan if this Agreement has been terminated in accordance with its terms with respect to such Consenting Shareholders;

(l) cooperate in good faith and coordinate with the Company and the Consenting Creditors to structure and implement the securities, tax, and regulatory aspects of the Restructuring Transactions in a tax-efficient manner that is consistent (to the extent practicable) with the interests of the Company, the Consenting Creditors, and the Consenting Shareholders, in accordance with Section 13.01 hereof;

(m) solely with respect to Braskem, direct and cause its Affiliates, as applicable, to (x) perform their respective obligations under the Braskem Agreements in accordance with the terms thereof and (y) to negotiate in good faith and finalize, execute and implement the Definitive Documents to the extent such Affiliate is a party thereto to effectuate and consummate the Restructuring Transactions as contemplated by this Agreement.

6.02 Negative Commitments. During the Agreement Effective Period, (i) each Consenting Shareholder severally, and not jointly and severally, agrees in respect of all of its Equity Interests, and, in addition, (ii) Braskem agrees in respect of all its Claims in its capacity as (v) as applicable, counterparty to any of the Braskem Agreements, (w) lender under the Secured

PE Facility Agreement, (x) lender under the WC Credit Agreement, (y) settlor under the Mexican Security Trust Agreement and pledgor under the Mexican Non-Possessory Pledge Agreement and the Mexican Share Pledge Agreement, as applicable, and (z) lender under the Subordinated Loan Agreements, that it shall not, and shall cause its Affiliates not to, directly or indirectly, and shall neither instruct nor direct any Agent or other Entity to:

(a) take any action that is inconsistent with this Agreement, the Definitive Documents or the Restructuring Transactions or that would reasonably be expected to interfere with, delay, or impede the approval and solicitation of the Disclosure Statement, the confirmation of the Plan, and the implementation and consummation of the Restructuring Transactions;

(b) directly or indirectly seek, solicit, propose, support, engage in negotiations in connection with or participate in the formulation, preparation, filing, or prosecution of any Alternative Restructuring Proposal;

(c) file any motion, objection, pleading, or other document with the Bankruptcy Court or any other court (including any modification or amendment thereof) that is materially inconsistent with this Agreement, the Plan, the Restructuring Transactions or the Definitive Documents, or in any other way object to, delay, impede or interfere with the approval of the Plan and implementation of the Restructuring Transaction;

(d) take (directly or indirectly), or direct the applicable Agent, or, in the case of Braskem, direct any Affiliate or any other Entity to take, any action to enforce or exercise any right or remedy for the enforcement, collection, or recovery of any of the Claims and/or Equity Interests, including, but not limited to, solely with respect to Braskem, rights or remedies arising from or asserting or bringing any claims under or with respect to the WC Credit Agreement, the Secured PE Facility Agreement, the Subordinated Loan Agreements, and the Braskem Agreements, as applicable, to the extent inconsistent with this Agreement;

(e) initiate, or have initiated on its behalf, any litigation or proceeding of any kind (including a derivative action), including, without limitation, with respect to this Agreement, the Restructuring Transactions, the Definitive Documents, or the Chapter 11 Cases, against the Company or any of its direct or indirect subsidiaries or the other Parties (other than to enforce this Agreement or any Definitive Document or as otherwise consistent with this Agreement);

(f) solely with respect to Braskem, take any action with respect to the Braskem Agreements that is inconsistent with the terms of this Agreement;

(g) object to, delay, impede, or interfere with the Company's or its direct or indirect subsidiaries' ownership and possession of its or their assets, wherever located, or interfere with the automatic stay arising under section 362 of the Bankruptcy Code in the Chapter 11 Cases; or

(h) take any action or cause the Company to take any action that would impair or adversely affect the tax attributes of the Company, such as the Net After Tax Profits Account (*Cuenta de Utilidad Fiscal Neta*), the Contributed Capital Account (*Cuenta de Capital de Aportación*) or net operating tax losses in a manner which is inconsistent with this Agreement, the Plan, the Restructuring Transactions and the Definitive Documents; provided that, for the avoidance of doubt, it shall not constitute a breach of this Section 6.02(h) if, as a consequence of

the Restructuring Transactions, any prepetition debt or interest due by the Company (or similar items) is forgiven and such forgiveness generates taxable income for the Company that is offset against the net operating losses of the Company.

Notwithstanding anything to the contrary in this Agreement, nothing herein shall be construed to limit or impair any rights of the Consenting Shareholders to terminate this Agreement with respect to the Consenting Shareholders in accordance with Section 11.03.

Section 7. ***Commitments of the Company.***

7.01 Affirmative Commitments. Subject to Section 7.03, during the Agreement Effective Period, the Company agrees to the following:

(a) negotiate in good faith and to execute and deliver the Definitive Documents to effectuate and consummate the Restructuring Transactions, consistent with this Agreement (including any Milestones or deadlines set forth in this Agreement);

(b) support, act in good faith, and take all actions reasonably necessary to implement and consummate the Restructuring Transactions in accordance with this Agreement, and the applicable Milestones unless waived or modified in accordance with the terms hereof;

(c) to the extent any legal or structural impediment arises that would prevent, hinder, or delay the consummation of the Restructuring Transactions contemplated in this Agreement, negotiate in good faith with the Consenting Creditors and Consenting Shareholders appropriate additional or alternative provisions or alternative implementation mechanics to address any such impediment, and support and take all steps reasonably necessary and desirable to address any such impediment;

(d) use commercially reasonable efforts to obtain any required regulatory and/or third-party approvals and consents for the consummation and implementation of the Restructuring Transactions;

(e) negotiate in good faith and finalize, execute, and implement the Definitive Documents to effectuate and consummate the Restructuring Transactions as contemplated by this Agreement and in accordance with the applicable Milestones;

(f)

(i) at least four (4) Business Days prior to the filing (or such shorter period as may be necessary or practicable and, with respect to the Plan, Disclosure Statement, and Solicitation Materials, prior to the commencement of solicitation), (i) provide to the Braskem Advisors, the Inbursa Advisors, and counsel to the Ad Hoc Group draft copies of all pleadings, motions, and proposed orders (including without limitation the Plan, the Disclosure Statement, the Restructuring Transactions Exhibit, the First Day Pleadings, all "second day" pleadings, and any motions, declarations, statements, proposed orders of the foregoing) and other related documents that the Company intends to file with the Bankruptcy Court and are related to the Restructuring Transactions, and (ii) consult in good faith with the Braskem Advisors, the Inbursa Advisors, and counsel to the Ad Hoc Group regarding the form and substance of all such proposed filings; and

(ii) at least five (5) Business Days prior to executing any amendment to either or both of the TQPM Services Agreements, provide to the Braskem Advisors, the Inbursa Advisors, and counsel to the Ad Hoc Group notice of the Company's intent to execute such amendment(s);

(g) actively and timely oppose and object to the efforts of any person seeking to object to, delay, impede, or take any other action to interfere with the acceptance, implementation, or consummation of the Restructuring Transactions (including, if applicable, the filing of timely filed objections or written responses) to the extent such opposition or objection is reasonably necessary or desirable to facilitate implementation of the Restructuring Transactions or frustrate the purposes of this Agreement;

(h) consult and negotiate in good faith with Braskem, the Required Consenting Creditors, and their advisors regarding the implementation of the Restructuring Transactions and the execution of the Definitive Documents, and provide the Braskem Advisors, Inbursa Advisors and the Ad Hoc Group Advisors drafts of all Definitive Documents, and comments on all Definitive Documents, as soon as reasonably practicable but no less than seven (7) calendar days prior to the filing or execution of such Definitive Document (or such shorter time period as may be necessary under the circumstances), and consult in good faith with the Braskem Advisors, the Inbursa Advisors, and the Ad Hoc Group Advisors regarding the form and substance of all such proposed filings;

(i) inform the Braskem Advisors, Inbursa Advisors, and counsel to the Ad Hoc Group in writing (email from counsel to the Company being sufficient, in accordance with Section 13.19) as soon as reasonably practicable after becoming aware (but no later than three (3) Business Days) of:

(i) any matter or circumstance which it knows, or believes to be an impediment to the implementation or consummation of the Restructuring Transactions;

(ii) any notice of any commencement of any involuntary insolvency proceedings, legal suit for payment of debt or securement of security from or by any person in respect the Company or any of its direct or indirect subsidiaries;

(iii) any breach of any of the terms, conditions, representations, warranties or covenants set forth in this Agreement;

(iv) any representation or statement made or deemed to be made by them under this Agreement which is or proves to have been incorrect or misleading in any material respect when made or deemed to be made;

(v) the commencement of any litigation, lawsuit, action, investigation, hearing or other proceeding (or any communications indicating that the same may be contemplated or threatened) by any Person or Entity (A) involving the Company or any of their respective current or former officers, employees, managers, directors, members or equity holders (in their capacities as such) unless such notice is disclosed on the docket maintained in the Chapter 11 Cases within two (2) Business Days after obtaining actual knowledge thereof or (B) challenging the validity of the Restructuring Transactions or seeking to enjoin, restrain or prohibit this Agreement or the

consummation of the Restructuring Transactions unless such notice is disclosed on the docket maintained in the Chapter 11 Cases within two (2) Business Days after obtaining actual knowledge thereof; and

(vi) any event or circumstance that has occurred that would permit any Party to terminate, or that would result in the termination of, this Agreement;

(j) if the Company receives any proposal or offer (either written or oral) to effect an Alternative Restructuring Proposal, the Company shall (i) inform the Braskem Advisors, the Inbursa Advisors, and counsel to the Ad Hoc Group in writing (email from counsel to the Company being sufficient, in accordance with Section 13.19) within one (1) Business Day of receiving such proposal, with such notice to include the terms thereof (or a copy of such proposal, if applicable), including the identity of the Person(s) involved, and the action taken or proposed to be taken by the Company in response thereto, and (ii) respond promptly to reasonable information requests and questions from the Inbursa Advisors and Ad Hoc Group Advisors relating to such Alternative Restructuring Proposal;

(k) except (A) as required by contracts existing on the date hereof or applicable Law, (B) with the consent of Braskem and the Required Consenting Creditors, or (C) in accordance with the Approved Budget (as defined in the DIP Order) or (D) as otherwise contemplated, allowed, or required by the Plan and in accordance with the DIP Orders and the DIP Credit Agreement:

(i) operate their business in the ordinary course, consistent with past practice, and in compliance with applicable Law;

(ii) use commercially reasonable efforts to preserve intact (x) the Company's business organization and relationships with third parties (including creditors, lessors, licensors, suppliers, distributors, and customers) and employees and (y) the Braskem Agreements (except as otherwise set forth in this Agreement or consented to by Braskem), each in the ordinary course, in a manner that is consistent in all material respects with past practices, in compliance with Law, and taking into account the Restructuring Transactions;

(iii) maintain good standing (or equivalent status under the Laws of its incorporation or organization) under the Laws of the jurisdictions in which the Company is incorporated or organized, taking into account the Restructuring Transactions;

(iv) refrain from entry into any binding transaction involving the direct or indirect sale, purchase, transfer, or other disposition of a material portion of the Company's assets;

(v) maintain its physical assets, properties, and facilities in their working order condition, and repair, in the ordinary course, in a manner that is materially consistent with past practices, and in compliance with applicable Law;

(vi) maintain its books and records in the ordinary course, in a manner that is materially consistent with past practices, and in compliance with Law;

(vii) maintain all insurance policies, or suitable replacements therefor, in full force and effect, in the ordinary course, in a manner that is materially consistent with past practices, and in compliance with Law; and

(viii) use commercially reasonable efforts to seek additional support for the Restructuring Transactions from their other material stakeholders to the extent reasonably prudent;

(l) comply with the DIP Financing Documents;

(m) cooperate in good faith and coordinate with the Consenting Shareholders and the Consenting Creditors to structure and implement the securities, tax, and regulatory aspects of the Restructuring Transactions in a tax-efficient manner that is consistent (to the extent practicable) with the interests of the Company, the Consenting Creditors, and the Consenting Shareholders, in accordance with Section 13.01 hereof;

(n) promptly pay the Braskem Advisors' Fees and Expenses, the Inbursa Advisors' Fees and Expenses, the Ad Hoc Group Advisors' Fees and Expenses, the Senior Secured Notes Trustees' Fees and Expenses, the Intercreditor Fees and Expenses, and any fees and expenses incurred by the agent, administrator, or trustee, as applicable, for the Exit Secured Notes pursuant to the Exit Secured Notes Indenture and for the SPV Notes pursuant to the Equity SPV Documents, in each case as and when due, including in accordance with the terms of the DIP Financing Documents, in full in cash; and

(o) support, facilitate, provide any approval or consent required or in connection with, finalize, execute and implement any necessary and appropriate modifications to the Mexican Security Trust Agreement and other related documents to implement the DIP Facility, Exit Secured Notes Indenture, the Equity SPV Documents, and the Plan, including, but not limited to, entering into and perfecting the Mexican Security Trust Agreement Amendment, the Mexican Share Pledge Amendment, the Mexican Non-Possessory Pledge Amendment and the MSAA, in accordance with this Agreement.

7.02 Negative Commitments. Subject to Section 7.03, during the Agreement Effective Period, the Company shall not, without the prior written consent (including via email in accordance with Section 13.19) of Braskem and the Required Consenting Creditors, directly or indirectly, do any of the following:

(a) take any action that is inconsistent with this Agreement, the Definitive Documents or the Restructuring Transactions or take any other action that would reasonably be expected to interfere with, delay, or impede the approval or solicitation of the Disclosure Statement, the confirmation of the Plan, or the implementation or consummation of the Restructuring Transactions;

(b) file any motion, objection, pleading, order or any Definitive Documents with the Bankruptcy Court or any other court (including any modification or amendment thereof) that is inconsistent in any material respect with this Agreement in any respect that has not been approved by Braskem, and the Required Consenting Creditors, in accordance with the terms of this Agreement or seek to modify any of the Definitive Documents, in whole or in part, in a manner that is inconsistent with this Agreement, the Definitive Documents, or the Plan, or in any other

way delay, impede or take any other action to interfere with the implementation of the Restructuring Transactions;

(c) take any action with respect to the Braskem Agreements that is inconsistent with the terms of this Agreement;

(d) except in furtherance of the Restructuring Transactions, amend or change, or propose to amend or change any of the Organizational Documents;

(e) except to the extent permitted by Section 7.03(b) hereof, directly or indirectly through any Person, seek, solicit, support, initiate, encourage, propose, negotiate, discuss assist, consent to, vote for or enter into any agreement regarding any Alternative Restructuring Proposal;

(f) (i) seek discovery in connection with, prepare, or commence an avoidance action or other legal proceeding that challenges (A) the amount, validity, allowance, character, enforceability, or priority of the Senior Secured Notes, the Senior Secured Term Loans the Secured PE Facility Loan, or the WC Facility Loans, or (B) as applicable, the validity, enforceability, or perfection of any lien or other encumbrance securing any such Claims; or (ii) support any third party in connection with any of the acts described in clause (i) of this Section 7.02(f); or

(g) except to the extent permitted by 7.03(a) hereof, enter into any binding transaction involving the direct or indirect sale, purchase, transfer, or other disposition of a material portion of the Company's assets, rights or interests in any Company's assets or any material right used in the business of the Company;

(h) except to the extent required by this Agreement or otherwise required to consummate the Restructuring Transactions or as required by Law, take any action or inaction that would cause a change to the tax residence, tax classification or tax status of the Company; or

(i) file any supplementary tax return, notice, affidavit or take any other action that would amend the tax position of the Company or that would reduce the tax attributes of the Company or take any tax position inconsistent with past practices or outside the ordinary course of business.

Notwithstanding anything to the contrary in this Agreement, nothing herein shall be construed to limit or impair any rights of the Company to terminate this Agreement in accordance with Section 11.02 hereof.

7.03 Additional Provisions Regarding the Company's Commitments.

(a) Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall require the Company or the Governing Body of the Company, to take or refrain from taking any action with respect to the Restructuring Transactions (including terminating this Agreement under Section 11.02) to the extent the Governing Body of the Company (including the Independent Director) reasonably determines in good faith, after consultation with external counsel, that taking or refraining from taking such action, as applicable, would be inconsistent with its or their fiduciary obligations under applicable Law or a violation of applicable Law (each, a "**Fiduciary Determination**"). Any such action or inaction pursuant to this Section 7.03(a) shall

not be deemed to constitute a breach of this Agreement; *provided* that, the Company shall provide prompt written notice of any Fiduciary Determination to each Party no later than two (2) Business Days after such determination (email to counsel being sufficient). Notwithstanding anything to the contrary herein, nothing in this Agreement shall create any additional fiduciary obligations on the part of the Company or any members, managers, or officers of the Company. Notwithstanding the foregoing, the Company acknowledges that its entry into this Agreement and the Restructuring Transactions is consistent with applicable Law and its fiduciary duties as of the Agreement Effective Date.

(b) Notwithstanding anything to the contrary in this Agreement but subject to Section 7.01(j), upon receipt of an unsolicited Alternative Restructuring Proposal, the Independent Director, or the Company's directors, managers, officers, employees, investment bankers, attorneys, accountants, consultants, and other advisors or representatives, in each case acting at the direction of the Independent Director, shall have the rights to: (i) consider and respond to such Alternative Restructuring Proposal; (ii) provide access to non-public information concerning the Company and any of its direct or indirect subsidiaries to any Entity making such proposal that requests such information and enters into Confidentiality Agreements or nondisclosure agreements with the Company in connection with such proposal; and (iii) receive, maintain, facilitate, participate in or continue discussions or negotiations with respect to such Alternative Restructuring Proposal if the Governing Body of the Company entity (including the Independent Director) determines, in good faith upon the advice of counsel, that failure to take such action would be inconsistent with their fiduciary duties or applicable Law or in violation of applicable Law; *provided, however*, that nothing herein shall prevent the Independent Director, or the Company's directors, managers, officers, employees, investment bankers, attorneys, accountants, consultants, and other advisors or representatives, acting at the direction of the Independent Director, from engaging in discussions with the Braskem Advisors, the Inbursa Advisors, and counsel to the Ad Hoc Group regarding any potential Alternative Restructuring Proposal.

(c) Nothing in this Agreement shall: (i) impair or waive the rights of the Company to assert or raise any objection permitted under this Agreement in connection with the implementation of the Restructuring Transactions; (ii) affect the ability of the Company to consult with any Consenting Shareholder, Consenting Creditor, or any other party in interest in the Chapter 11 Cases (including any official committee and the United States Trustee) so long as doing so is not inconsistent with the terms hereof; or (iii) prevent the Company from enforcing this Agreement or contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, this Agreement.

Section 8. ***Transfer of Claims, Equity Interests, and Joinders.***

8.01 Except solely to the extent provided in Section 8.02 or 8.04 of this Agreement, this Agreement shall not limit, restrict, or otherwise affect in any way a Party's right, authority, or power to purchase or Transfer any Claims or Equity Interests, including any right, title, or interest in a Claim or Equity Interest.

8.02 Transfer Restrictions.

(a) Subject to Section 8.02(b), during the Agreement Effective Period, and subject to the terms and conditions of this Agreement, each Party agrees, solely with respect to itself, as expressly identified and limited on its signature page or Joinder, and not in any other manner or with respect to any Affiliates, not to Transfer any right, title, or interest in a Claim, or deposit any of its Claims into a voting trust or grant any proxies, or enter into a voting agreement with respect to such Claims (voting or otherwise) therein unless (i) the Transferee is a Party to this Agreement, or (ii) if the Transferee is not already a Party to this Agreement, (A) the Transferee is either (1) a qualified institutional buyer as defined in Rule 144A of the Securities Act, (2) a non-U.S. person in an offshore transaction as defined under Regulation S under the Securities Act, or (3) an accredited investor (within the meaning of the Rules), and (B) the Transferee agrees in writing to be bound by the terms of this Agreement by executing a Joinder in the form attached to this Agreement and delivering an executed copy thereof to counsel to the Company, the Braskem Advisors, the Inbursa Advisors, and counsel to the Ad Hoc Group within two (2) Business Days of the Transfer. Upon compliance with the requirements of Section 8.02 of this Agreement, including delivery of the Joinder, the transferor shall be deemed to relinquish its rights (and be released from its obligations) under this Agreement to the extent of the rights and obligations in respect of such transferred Claims. Notwithstanding the foregoing, Inbursa agrees that, during the Agreement Effective Period, it shall not (i) Transfer or contract to Transfer, in whole or in part, any of its Senior Secured Notes Claims or Senior Secured Term Loan Claims or (ii) purchase or contract to purchase any additional Senior Secured Notes Claims.

(b) During the Agreement Effective Period, and subject to the terms and conditions of this Agreement, each Consenting Shareholder agrees not to Transfer or contract to Transfer, in whole or in part, any portion of its Equity Interest in the Company or any direct or indirect subsidiary thereof.

(c) Each Party agrees that upon completion of any Transfer pursuant to subsection (a) of this Section 8.02, such Party shall inform the counsel to the Company of (i) the Transfer, including the nature and amount of the obligations subject to the Transfer, and (ii) the identity of the Transferee, within one (1) Business Day of the Transfer.

(d) Any Transfer in violation of this Section 8.02 or 8.04 shall be void *ab initio* and the Company and each other Party shall have the right to enforce the voiding of such transfer.

8.03 General Exception. Notwithstanding anything in this Agreement to the contrary, this Section 8 shall not apply to the grant of any lien or encumbrance on any right, title, or interest in any Claims in favor of a bank, broker-dealer or other custodial institution holding custody of any such right, title, or interest in the Claims in the ordinary course of business that is released upon the Transfer of any such right, title, or interest in a Claim.

8.04 Qualified Marketmaker Exceptions.

(a) Notwithstanding Section 8.02(a), an applicable Consenting Creditor may Transfer any right, title, or interest in its Claims to an entity that is acting in its capacity as a Qualified Marketmaker without the requirement that the Qualified Marketmaker execute a Joinder or be a Party to this Agreement, on the condition that (i) such Qualified Marketmaker subsequently Transfers such Claims (by purchase, sale, assignment, participation or otherwise) by no later than

the earlier of (x) five (5) Business Days of its acquisition thereof and (y) three (3) Business Days prior to the voting deadline for the Plan, (ii) such Consenting Creditor provides prompt notice of any such Transfer within one (1) Business Day of the Transfer to counsel to the Company in accordance with Section 13.12, (iii) any subsequent Transfer by such Qualified Marketmaker of the right, title or interest in such Claims is to a Permitted Transferee who is an existing Consenting Creditor or who becomes party to this Agreement by executing and delivering a Joinder to counsel to the Company, the Inbursa Advisors, and counsel to the Ad Hoc Group within one (1) Business Day of the Transfer, and (iv) the Transferee is unaffiliated with such Qualified Marketmaker; *provided*, that, if the foregoing items (i) through (iii) are not satisfied, the Qualified Marketmaker will be required to execute and deliver a Joinder.

(b) Notwithstanding Section 8.02(a), to the extent that a Party to this Agreement is acting in its capacity as a Qualified Marketmaker, it may Transfer any right, title or interest in any Claims that it acquires from a holder of such Claims that is not a Party to this Agreement without the requirement that the transferee execute a Joinder or be a Party hereto.

8.05 Effect of Delivery of Joinder. By executing and delivering a Joinder as provided under Section 8.02 or 8.04, a Transferee:

(a) becomes and shall be treated for all purposes under this Agreement as a Party to this Agreement with respect to the Transferred Claims and with respect to all other Claims that the Transferee holds and subsequently acquires, subject to Section 8.03;

(b) agrees to be bound by all of the terms of this Agreement (as such terms may be amended from time to time in accordance with the terms hereof); and

(c) is deemed, without further action, to make to the other Parties hereto the representations and warranties that the Parties to this Agreement make in Section 9 and Section 10 of this Agreement, in each case as of the date of the Joinder.

8.06 Effect of Transfer. A Party to this Agreement that Transfers any right, title, or interest in any Claims in accordance with the terms of this Section 8 shall, subject to delivery of a Joinder with respect to any transferred Claims, be deemed to relinquish its rights and be released from its obligations under this Agreement solely to the extent of such Transferred Claims; *provided*, *however*, that in no event shall such Transfer relieve any Party from liability for its breach or non-performance of its obligations under this Agreement prior to such Transfer.

8.07 Additional Claims. This Agreement shall not limit, restrict, or otherwise affect in any way a Party's right, authority, or power to acquire any Claims in addition to the Party's Claims and such acquired Claims shall automatically and immediately upon acquisition by a Party be deemed to be subject to the terms of this Agreement, except as set forth in Section 8.04 above. During the Agreement Effective Period, to the extent any Party to this Agreement acquires additional Claims from an entity that is not a Party to this Agreement, such Party shall promptly provide notice of any such acquisition (including the amount and type of Claim acquired) and deliver a current list of its Claims to counsel to the Company, the Inbursa Advisors, the Braskem Advisors, and the Ad Hoc Group Advisors within one (1) Business Day after such acquisition.

8.08 No Obligation. This Section 8 shall not by its terms impose any obligation on the Company to issue any "cleansing letter" or otherwise publicly disclose information for the purpose of enabling a Consenting Creditor to Transfer any of its Claims. Notwithstanding anything to the contrary in this Agreement, if the Company and another Party have entered into a Confidentiality Agreement, the terms of such Confidentiality Agreement shall continue to apply and remain in full force and effect according to its terms, and this Agreement does not supersede any rights or obligations of the Company otherwise arising under such Confidentiality Agreements.

Section 9. ***Representations and Warranties of the Parties.***

9.01 Consenting Stakeholders. Each Consenting Stakeholder severally, and not jointly and severally, represents and warrants (including, with respect to clause (d) below, for the benefit of the Parties' respective financial advisors) that as of the Agreement Effective Date (or, in the case of a Consenting Stakeholder that becomes a party hereto after the Agreement Effective Date, as of the date such Consenting Stakeholder becomes a Party to this Agreement by executing and delivering a Joinder) and as of the Plan Effective Date:

(a) it is the beneficial or record owner of the aggregate principal amount of the Equity Interests or the Claims or is the nominee, investment manager, advisor or sub-advisor for beneficial holders or for record holders of the Claims (or, to the extent it has loaned or transferred any Claims to any third-party on a temporary basis pursuant to any loan or repurchase agreement (any such Claims, the "**Loaned Claims**"), it has recalled any Loaned Claims or shall recall any Loaned Claims promptly following the Agreement Effective Date to the extent possible, and will use commercially reasonable efforts to beneficially own any such Loaned Claims by the Agreement Effective Date or as soon as reasonably practicable thereafter (and in all cases, no later than the voting deadline for the Plan)), and, having made reasonable inquiry, is not the beneficial or record owner or the nominee, investment manager, advisor or sub-advisor for a beneficial or record owner of any Claims other than those reflected in, its signature page to this Agreement or a Joinder, as applicable (as may be updated pursuant to Section 8);

(b) it has the full power and authority to act on behalf of, vote and consent to matters concerning, such Equity Interests and Claims (or, with respect to the Loaned Claims, reasonably expects to have such power and authority within the time required to fulfil any obligation hereunder to vote in favor of the Plan with respect to such Loaned Claims, and in the event it does not timely obtain such power and authority, agrees that it shall use all reasonable efforts to coordinate with the borrower(s) of any Loaned Claims to ensure that such borrower(s) vote(s) in favor of the Plan with respect to such Loaned Claims);

(c) such Claims are (or upon the return of any Loaned Claims, will be) free and clear of any pledge, lien, security interest, charge, claim, equity, option, proxy, voting restriction, right of first refusal, or other limitation on disposition, transfer, or encumbrances of any kind, that would adversely affect in any way its ability to perform any of its obligations under this Agreement at the time such obligations are required to be performed; and

(d) (i) it is either (A) a qualified institutional buyer as defined in Rule 144A of the Securities Act, (B) not a U.S. person (as defined in Regulation S of the Securities Act) or (C) an accredited investor (within the meaning of the Rules); (ii) any securities acquired by it in

connection with the Restructuring Transactions will have been acquired for investment and not with a view to distribute or resale in violation of the Securities Act; (iii) it understands that, if it is to acquire any securities, as defined in the Securities Act, pursuant to the Restructuring Transactions, such securities have not been and will not be registered under the Securities Act and that such securities are being offered and sold pursuant to an exemption from registration contained in the Securities Act, based in part upon its representations, as applicable, contained in this Agreement and cannot be sold unless subsequently registered under the Securities Act or an exemption from registration is available; (iv) it is not acquiring the securities contemplated to be acquired by it in connection with the Restructuring Transactions as a result of any advertisement, article, notice, or other communication regarding such securities published in any newspaper, magazine, or similar media or broadcast over television or radio or presented at any seminar or any other general solicitation or general advertisement; and (v) it has such knowledge and experience in financial and business matters so that it is capable of evaluating the merits and risks of the securities to be acquired by it (if any) pursuant to the Restructuring Transactions and understands and is able to bear any economic risks with such investment.

9.02 Braskem. In addition to the matters set forth in Section 9.01 and Section 10, Braskem represents and warrants, as of the Agreement Effective Date and as of the Plan Effective Date, to the other Consenting Stakeholders, that it has the requisite power and authority, whether by equity ownership or otherwise, to direct and cause its Affiliates to perform their respective obligations under each Braskem Agreement to which such Affiliate of Braskem is a party, including to execute, and perform any Braskem Agreements to which it is a party, and no consent or approval of any other Entity or Person not obtained by the Agreement Effective Date is required for Braskem and/or its Affiliates to perform their respective obligations under the Braskem Agreements to which they are a party or have obligations thereunder.

Section 10. ***Mutual Representations, Warranties, and Covenants.*** Each of the Parties, severally, and not jointly and severally, represents, warrants and covenants to each other Party that, as of the Agreement Effective Date (or, in the case of a Consenting Stakeholder that becomes a party hereto after the Agreement Effective Date, as of the date such Consenting Stakeholder becomes a Party to this Agreement by executing and delivering a Joinder):

(a) it is validly existing and in good standing under the Laws of the state or jurisdiction of its organization, incorporation or formation, and this Agreement is a legal, valid, and binding obligation of such Party, enforceable against it in accordance with its terms, except as enforcement may be limited by applicable Laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability;

(b) except as expressly provided in this Agreement, the Plan or the Bankruptcy Code, if applicable, no consent or approval is required by any other Entity or Person in order for it to effectuate the Restructuring Transactions contemplated by, and perform its respective obligations under, this Agreement;

(c) the entry into and performance of, the transactions contemplated by this Agreement do not, and will not, conflict in any material respect with any Law or regulation applicable to it or with any of its articles of association, memorandum of association, or other constitutional documents;

(d) it has all requisite corporate or similar power and authority to enter into, execute, and deliver this Agreement and it has (or will have, at the relevant time) all requisite corporate, partnership or similar power and authority to effectuate the Restructuring Transactions and carry out the transactions contemplated by, and perform its respective obligations under, this Agreement;

(e) it has not assigned, conveyed, sold, hypothecated or otherwise transferred all, any part of or any interest in any claim or cause of action that would be released pursuant to the releases set forth in the Plan; and

(f) it is not a party to any Alternative Restructuring Proposal, restructuring, or similar agreement with other Parties to this Agreement that relates to the Company or any of its direct or indirect subsidiaries that has not been disclosed to all Parties to this Agreement.

Section 11. ***Termination Events***

11.01 Consenting Creditors Termination Events. Subject to Section 11.06(c) hereof, this Agreement may be terminated (i) with respect to all Consenting Creditors by the Required Consenting Creditors by the delivery of written notice (a "**Consenting Creditors Termination Notice**") on the other Parties or (ii) (x) with respect to Inbursa, by the delivery of written notice by Inbursa (the "**Inbursa Termination Notice**") on the other Parties or (y) solely with respect to the Consenting Creditors that are members of the Ad Hoc Group, by the delivery of written notice (the "**Ad Hoc Group Termination Notice**") by the Required AHG Consenting Creditors on the other Parties, in each case, in accordance with Section 13.12 of this Agreement upon the occurrence of the following events, as applicable (unless waived in writing by the Required Consenting Creditors in their sole discretion):

(a) the breach by the Company or Braskem, respectively, of any of the representations, warranties, or covenants of the Company or the Consenting Shareholders, respectively, set forth in this Agreement that would, or could reasonably be expected to, have a material adverse effect on the Restructuring Transactions, which breach remains uncured (to the extent curable) for five (5) Business Days after delivery of notice by the Required Consenting Creditors or Braskem, respectively, detailing any such breach;

(b) solely with respect to Consenting Creditors that are members of the Ad Hoc Group, the material breach by Inbursa of any of its representations, warranties, or covenants set forth in this Agreement (in its capacity as Consenting Creditor); *provided* that, such breach (x) would have, or could reasonably be expected to have, a material adverse effect on the Restructuring Transactions and (y) remains uncured (to the extent curable) for five (5) Business Days after delivery of notice detailing any such material breach;

(c) solely with respect to the Consenting Creditors that are members of the Ad Hoc Group, the material breach by Etileno solely in its capacity as a Consenting Shareholder of any of the representations, warranties, or covenants of the Consenting Shareholders set forth in this Agreement that would, or could reasonably be expected to, have an adverse effect on the Restructuring Transactions, which material breach remains uncured (to the extent curable) for five (5) Business Days after delivery of notice detailing any such breach;

(d) solely with respect to Inbursa, the material breach by any of the Consenting Creditors that are members of the Ad Hoc Group of any of its or their respective representations, warranties, or covenants set forth in this Agreement, *provided* that, such breach would have, or could reasonably be expected to have, a material adverse effect on the Restructuring Transactions, or would result in the non-breaching Consenting Creditors beneficially holding less than the Minimum Consenting Creditors Threshold, in each case, which breach remains uncured (to the extent curable) for five (5) Business Days after delivery of notice detailing any such material breach;

(e) the Company's execution, delivery, amendment, modification, withdrawal, or filing of a pleading seeking approval of, or authority to amend or modify, any Definitive Document (to which the Required Consenting Creditors, Inbursa, or the Required AHG Consenting Creditors, as applicable, have a consent right pursuant to Section 3.02), to which the Required Consenting Creditors, Inbursa, or the Required AHG Consenting Creditors, as applicable, do not consent in accordance with the consent rights for such specific Definitive Document as provided in Section 3.02 hereof;

(f) Braskem or its Affiliate designee fails to, or is prohibited from (in each case, whether by operation of law, by order of any court of competent jurisdiction, as a consequence of a bankruptcy filing in any jurisdiction, including Brazil, or otherwise) timely fulfilling its commitments under the Restructuring Transactions, including, but not limited to, the DIP Financing Documents, or its commitment to provide the Effective Date Funding;

(g) the Company (i) files any motion seeking to avoid, disallow, subordinate, or recharacterize any Claims or security interest held by or for the benefit of any Consenting Creditors without the consent of the applicable Consenting Creditor(s) or (ii) shall have supported any application, adversary proceeding, or cause of action referred to in the immediately preceding clause (i) filed by a third party, or consents to the standing of any such third party to bring such application, adversary proceeding, or cause of action;

(h) the issuance, promulgation, or enactment by any Governmental Authority, including any regulatory authority or court of competent jurisdiction, of any final, non-appealable ruling, judgment or order that (i) enjoins or otherwise prevents the consummation of a material portion of the Restructuring Transactions and (ii) such ruling, judgment or order remains in effect for ten (10) Business Days after delivery of notice by the Required Consenting Creditors, identifying any such issuance; notwithstanding the foregoing, this termination right may not be exercised by any Party that sought or requested such ruling, judgment or order in contravention of any obligation set forth in this Agreement;

(i) either (i) the Confirmation Order is reversed or vacated by a final, non-appealable order, or (ii) any order approving the Plan is reversed, stayed, dismissed, vacated, reconsidered, or modified without the prior written consent of the Required Consenting Creditors and the Consenting Shareholders, and such order remains in effect for ten (10) Business Days after entry thereof;

(j) the Bankruptcy Court enters an order denying confirmation of the Plan and such order remains in effect for ten (10) Business Days after the entry of such order; *provided* that no

Consenting Creditor shall have the right to terminate this Agreement pursuant to this Section 11.01(j) if the Bankruptcy Court denies confirmation of the Plan subject only to the making of ministerial, administrative, or immaterial modifications to the Plan so long as such immaterial modifications are promptly made and submitted to the Bankruptcy Court for reconsideration;

(k) the entry of an order by the Bankruptcy Court, or the filing of a motion or application by the Company seeking an order (without the prior written consent of the Required Consenting Creditors), (i) converting any Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code, (ii) appointing an examiner with expanded powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code or a trustee in the Chapter 11 Cases, (iii) dismissing the Chapter 11 Cases, or (iv) rejecting this Agreement;

(l) the Bankruptcy Court grants relief that is inconsistent with this Agreement or the Plan (in each case, with such amendments and modifications as have been affected in accordance with the terms hereof) in any material respect or that would, or would reasonably be expected to, frustrate the purpose of this Agreement, including by preventing the consummation of the Restructuring Transactions;

(m) the Company fails to timely file a formal objection, after consultation in good faith with the Consenting Creditors and the Consenting Shareholders, to any motion filed with the Bankruptcy Court by a third party seeking the entry of an order (i) directing the appointment of a trustee, (ii) converting any Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code, or (iii) dismissing any Chapter 11 Case;

(n) the Company (i) voluntarily commences any case or files any petition seeking bankruptcy, winding up, dissolution, liquidation, administration, moratorium, receivership, reorganization or other relief under any federal, state or foreign bankruptcy, insolvency, administrative receivership or similar law now or hereafter in effect, except as contemplated by and consistent with this Agreement, (ii) is the subject of an involuntary case under the Bankruptcy Code that is not dismissed or withdrawn within thirty (30) days of the commencement of such proceeding, or the Company consents to the institution of, or fails to contest in a timely and appropriate manner, any involuntary proceeding or petition described in the preceding clause (i), (iii) applies for or consents to the appointment of a receiver, administrator, administrative receiver, trustee, custodian, sequestrator, conservator or similar official with respect to the Company or for a substantial part of the Company's assets, (iv) files an answer admitting the material allegations of a petition filed against it in any such proceeding referred to in clause (i), (ii), or (iii), (v) makes a general assignment or arrangement for the benefit of creditors, or (vi) takes any corporate action for the purpose of authorizing any of the foregoing;

(o) the failure of the Company to meet a Milestone, which has not been waived, modified or extended in accordance with this Agreement, unless (i) such failure is the result of any act, omission, or delay on the part of any Consenting Creditor in violation of its obligations under this Agreement or (ii) such failure is due solely to the unavailability of the Bankruptcy Court;

(p) the Company (i) withdraws the Plan or Disclosure Statement or (ii) files or otherwise makes public any of the Definitive Documents (including any modification or amendment thereto) in a form that is inconsistent (other than in an immaterial manner) with this

Agreement, which occurrence remains uncured (even if uncurable) for five (5) Business Days after such terminating Consenting Creditor transmits a written notice in accordance with Section 13.12;

(q) an event of default has occurred and is continuing under the DIP Facility or the DIP Financing Documents and remains uncured (to the extent curable in accordance with the DIP Financing Documents) after giving effect to any applicable cure periods set forth in the DIP Credit Agreement for ten (10) Business Days;

(r) the obligations or commitments under the DIP Facility are accelerated or terminated, as applicable, in accordance with the DIP Credit Agreement;

(s) the Bankruptcy Court enters an order terminating the Debtors' exclusive right to file or solicit acceptances of a plan of reorganization;

(t) the Bankruptcy Court enters an order approving a disclosure statement for a plan of reorganization for the Company other than the Plan;

(u) the Company publicly announces, in the exercise of its Fiduciary Determination, that it (i) intends to not support the Restructuring Transactions, or (ii) intends to support or accept an Alternative Restructuring Proposal or executes a definitive written agreement with respect to an Alternative Restructuring Proposal;

(v) the Company provides notice, in accordance with Section 7.03(a), of its exercise of a Fiduciary Determination;

(w) (i) solely with respect to Inbursa, the Company fails to timely pay the Inbursa Advisors' Fees and Expenses pursuant to Section 13.20 of this Agreement and (ii) solely with respect to Consenting Creditors that are members of the Ad Hoc Group, the Company fails to timely pay the Ad Hoc Group Advisors' Fees and Expenses pursuant to Section 13.20 of this Agreement, *provided* that in either such case, Inbursa or the Ad Hoc Group shall not deliver the Inbursa Termination Notice or the Ad Hoc Group Termination Notice, as applicable, until two (2) Business Days after the occurrence of a termination event under this Section (w), and *provided further* that such failure to pay may be cured any time prior to delivery of the Inbursa Termination Notice or Ad Hoc Group Termination Notice, as applicable;

(x) either of the Consenting Shareholders terminates this Agreement with respect to itself in accordance with the terms of Section 11.03;

(y) (i) any TQPM Lender has taken (directly or indirectly), or has directed the applicable agent, collateral agent, trustee or any other Entity to take, any action to enforce or exercise any right or remedy for the enforcement, collection, or recovery of any of the claims and/or interests under any TQPM Financing Document or (ii) any acceleration of obligations and/or termination of commitments has occurred under the TQPM Financing Documents;

(z) any non-Company counterparty of a Braskem Agreement has exercised, or otherwise has taken any action to exercise, any rights or remedies it may have under the Braskem Agreement upon breach or termination under applicable Law;

(aa) the Bankruptcy Court grants relief terminating, annulling, or modifying the automatic stay (as set forth in section 362 of the Bankruptcy Code) with regard to any assets of the Company having an aggregate fair market value in excess of $5,000,000.00 without the written consent (email being sufficient) of the Required Consenting Creditors;

(bb) the Company, without the prior written consent (regarding such written consent, email notice shall be sufficient) of the Required Consenting Creditors, (1) incurs or refinances any indebtedness (including, without limitation, the DIP Facility), (2) authorizes, creates, issues, sells, or grants any additional interests (except as set forth in this Agreement), (3) reclassifies, recapitalizes, redeems, purchases, acquires, declares any distribution on, or makes any distribution on any interests, or (4) pursues any subscription or issues any equity or debt or other securities convertible into equity (except as set forth in this Agreement);

(cc) the Company amends or changes, or proposes to amend or change, its existing organizational and governance documents without the prior written consent (regarding such written consent, email notice shall be sufficient) of the Required Consenting Creditors (which consent shall not be unreasonably withheld, delayed or conditioned);

(dd) the Bankruptcy Court enters any order providing for treatment on account of the Senior Secured Claims that is inconsistent with the Plan;

(ee) the Company files with the Bankruptcy Court any motion or application seeking authority to use, sell, abandon, or otherwise dispose of all or a material portion of the assets of the Company, taken as a whole, without the prior written consent of the Required Consenting Creditors;

(ff) the Company enters into any transaction or there is any payment, transfer of value, assets or property by the Company to any other Party and/or its Affiliates that is outside of the ordinary course of business or on account of any claim arising prior to the Petition Date, except for any transaction, payment or transfer (i) expressly contemplated by the DIP Orders or the Approved Budget (subject to the consents set forth in the DIP Orders) or (ii) authorized by an order of the Bankruptcy Court, solely to the extent such payment or transfer is in compliance with the terms of such order, including the consents of the required Consenting Creditors and Consenting Shareholders set forth therein, if any;

(gg) any Consenting Shareholder has terminated this Agreement with respect to itself in accordance with the terms hereof; or

(hh) the Plan Effective Date has not occurred on or before the Outside Date.

11.02 Company Termination Events. Subject to Section 11.06(c) hereof, the Company may terminate this Agreement as to all Parties upon prior written notice to all Parties in accordance with Section 13.12 of this Agreement (each, a "**Company Termination Notice**") upon the occurrence of any of the following events:

(a) the Consenting Creditors that are Parties to this Agreement cease to hold more than 66 2/3% of the aggregate principal amount outstanding of Senior Secured Claims (the "**Minimum**

Consenting Creditors Threshold") and which persists for five (5) Business Days after delivery of the Company Termination Notice detailing any such cessation;

(b) the material breach by the Consenting Stakeholders of any of the representations, warranties, or covenants of the Consenting Stakeholders set forth in this Agreement (including, for the avoidance of doubt, the material breach by any individual member of the Ad Hoc Group) that (x) would have, or could reasonably be expected to have, a material adverse effect on the Restructuring Transactions or (y) would result in the non-breaching Consenting Creditors beneficially holding less than the Minimum Consenting Creditors Threshold, in each case, which breach remains uncured (to the extent curable) for five (5) Business Days after delivery of the Company Termination Notice detailing any such material breach;

(c) Braskem or its Affiliate designee fails to, or is prohibited from (in each case, whether by operation of law, by order of any court of competent jurisdiction, as a consequence of a bankruptcy filing in any jurisdiction, including Brazil, or otherwise) timely fulfilling its commitments under the Restructuring Transactions, including, but not limited to, the DIP Financing Documents or its commitment to provide the Effective Date Funding;

(d) if the Company reasonably requests any consent contemplated by this Agreement to be granted by the Consenting Stakeholders, excluding any consent to amend this Agreement and any economic terms set forth in this Agreement (including in any term sheet attached hereto or other Definitive Document that is already in agreed form), and the Company fails to obtain the consent of the Required Consenting Creditors but has obtained the consent of either Inbursa or the Required AHG Consenting Creditors, then, upon five (5) Business Days' notice, if Required Consenting Creditor consent has not been agreed following good faith engagement among the Parties, the Company may terminate this Agreement (x) in the case Inbursa's consent has been obtained but consent of the Required AHG Consenting Creditors has not, as to all (but not less than all) Consenting Creditors other than Inbursa and its Affiliates and (y) in the case the Required AHG Consenting Creditors' consent has been obtained but Inbursa's has not, as to each of Inbursa and its Affiliates, and the effect of such termination upon the terminated Party shall be governed by the terms of Section 11.06(a) hereof; *provided* that upon any such termination, all votes previously cast by Consenting Creditors in favor of the Plan as to whom the Agreement has been terminated shall automatically be deemed withdrawn and shall not be counted for acceptance of the Plan (unless otherwise expressly agreed in writing by the applicable Consenting Creditor), and *provided further* that such terminated Consenting Creditors shall have the actual ability to object to confirmation of the Plan (notwithstanding the prior passage of any relevant deadlines for such objections).

(e) in accordance with Section 7.03, the Governing Body (including the Independent Director) of the Company determines in good faith, after consultation with external counsel, that continued performance under this Agreement or proceeding with any of the Restructuring Transactions would be inconsistent with the exercise of its fiduciary duties or applicable Law;

(f) the issuance, promulgation, or enactment by any Governmental Authority, including any regulatory authority or court of competent jurisdiction, of any final, non-appealable ruling, judgment or order that (i) enjoins or otherwise prevents the consummation of a material portion of the Restructuring Transactions and (ii) such ruling, judgment or order remains in effect

for ten (10) Business Days after such delivery of a Company Termination Notice, identifying any such issuance; notwithstanding the foregoing, this termination right may not be exercised by the Company if the Company sought or requested such ruling, judgment or order in contravention of any obligation set forth in this Agreement;

(g) either (i) the Confirmation Order is reversed or vacated by a final, non-appealable order, or (ii) any order approving the Plan is reversed, stayed, dismissed, vacated, reconsidered, or modified without the prior written consent of the Required Consenting Creditors and the Consenting Shareholders, and such order remains in effect for ten (10) Business Days after entry thereof;

(h) the Bankruptcy Court enters an order terminating the Debtors' exclusive right to file or solicit acceptances of a plan of reorganization;

(i) any of Braskem, Etileno, Inbursa, or the Ad Hoc Group terminates this Agreement with respect to itself (or, in the case of the Ad Hoc Group, by delivering an Ad Hoc Group Termination Notice with such termination being with respect to all of its members signatory hereto) in accordance with the terms hereof;

(j) the Bankruptcy Court enters an order denying confirmation of the Plan and such order remains in effect for ten (10) Business Days after the entry of such order; *provided* that the Company shall not have the right to terminate this Agreement pursuant to this Section 11.02(j) if the Bankruptcy Court denies confirmation of the Plan subject only to the making of ministerial, administrative, or immaterial modifications to the Plan so long as such immaterial modifications are promptly made and submitted to the Bankruptcy Court for reconsideration;

(k) the Bankruptcy Court grants relief that is inconsistent with this Agreement or the Plan (in each case, with such amendments and modifications as have been affected in accordance with the terms hereof) in any material respect or that would, or would reasonably be expected to, frustrate the purpose of this Agreement, including by preventing the consummation of the Restructuring Transactions; or

(l) the entry of an order by the Bankruptcy Court (i) converting any Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code, (ii) appointing an examiner with expanded powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code or a trustee in the Chapter 11 Cases, (iii) dismissing the Chapter 11 Cases, or (iv) rejecting this Agreement.

11.03 Consenting Shareholder Termination Events. Subject to Section 11.06(c) hereof this Agreement may be terminated with respect to either of the Consenting Shareholders by the delivery of written notice by such Consenting Shareholder (a "**Consenting Shareholder Termination Notice**") on the other Parties in accordance with Section 13.12 of this Agreement upon the occurrence of any of the following events:

(a) the Consenting Creditors that are Parties to this Agreement cease to hold more than the Minimum Consenting Creditors Threshold and which persists for a period of five (5) Business Days after delivery of the Consenting Shareholder Termination Notice detailing any such cessation;

(b) the material breach by the Company or the Consenting Creditors, respectively, of any of the representations, warranties, or covenants of the Company or the Consenting Creditors, respectively, set forth in this Agreement that would, or could reasonably be expected to, have a material adverse effect on the Restructuring Transactions, which material breach remains uncured (to the extent curable) for five (5) Business Days after delivery of the Consenting Shareholder Termination Notice, respectively, detailing any such breach; *provided* that Etileno shall not have the right to terminate under this Section 11.03(b) in the event of a material breach by Inbursa or any of its Affiliates;

(c) the Company (i) files any motion seeking to avoid, disallow, subordinate, or recharacterize any Claims or security interest held by or for the benefit of any Consenting Shareholder in a manner that is inconsistent with this Agreement or the Plan or without the consent of the applicable Consenting Shareholder, or (ii) shall have supported any application, adversary proceeding, or cause of action referred to in the immediately preceding clause (i) filed by a third party, or consents to the standing of any such third party to bring such application, adversary proceeding, or cause of action;

(d) the Company's execution, delivery, amendment, modification, withdrawal, or filing of a pleading seeking approval of, or authority to amend or modify, any Definitive Document (to which the Consenting Shareholder has a consent right pursuant to Section 3.02), in any such case, is not reasonably acceptable to such Consenting Shareholder, solely as it relates to the provisions over which such Consenting Shareholder has a consent right under Section 3.02;

(e) the issuance, promulgation, or enactment by any Governmental Authority, including any regulatory authority or court of competent jurisdiction, of any final, non-appealable ruling, judgment or order that (i) enjoins or otherwise prevents the consummation of a material portion of the Restructuring Transactions and (ii) such ruling, judgment or order remains in effect for ten (10) Business Days after delivery of the Consenting Shareholder Termination Notice, identifying any such issuance; notwithstanding the foregoing, this termination right may not be exercised by any Party that sought or requested such ruling, judgment or order in contravention of any obligation set forth in this Agreement;

(f) either (i) the Confirmation Order is reversed or vacated by a final, non-appealable order, or (ii) any order approving the Plan is reversed, stayed, dismissed, vacated, reconsidered, or modified without the prior written consent of the Consenting Shareholders, and such order remains in effect for ten (10) Business Days after entry thereof;

(g) the Bankruptcy Court enters an order terminating the Debtors' exclusive right to file or solicit acceptances of a plan of reorganization;

(h) the Bankruptcy Court enters an order denying confirmation of the Plan and such order remains in effect for ten (10) Business Days after the entry of such order; *provided* that the Consenting Shareholders shall not have the right to terminate this Agreement pursuant to this Section 11.03(h) if the Bankruptcy Court denies confirmation of the Plan subject only to the making of ministerial, administrative, or immaterial modifications to the Plan so long as such immaterial modifications are promptly made and submitted to the Bankruptcy Court for reconsideration;

(i) the entry of an order by the Bankruptcy Court, or the filing of a motion or application by the Company seeking an order (without the prior written consent of the Required Consenting Creditors and the Consenting Shareholders), (i) converting any Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code, (ii) appointing an examiner with expanded powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code or a trustee in the Chapter 11 Cases, (iii) dismissing the Chapter 11 Cases, or (iv) rejecting this Agreement;

(j) the Bankruptcy Court grants relief that is inconsistent with this Agreement or the Plan (in each case, with such amendments and modifications as have been affected in accordance with the terms hereof) in any material respect or that would, or would reasonably be expected to, frustrate the purpose of this Agreement, including by preventing the consummation of the Restructuring Transactions;

(k) the Company fails to timely file a formal objection, after consultation in good faith with the Consenting Creditors and the Consenting Shareholders, to any motion filed with the Bankruptcy Court by a third party seeking the entry of an order (i) directing the appointment of a trustee, (ii) converting any Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code, or (iii) dismissing any Chapter 11 Case;

(l) the Bankruptcy Court enters any order providing for treatment on account of the Secured PE Facility Agreement, WC Credit Agreement, Subordinated Loan Agreements, or Braskem Agreements that is inconsistent with the Plan;

(m) the failure of the Company to meet a Milestone, which has not been waived, modified or extended in accordance with this Agreement, unless (i) such failure is the result of any act, omission, or delay on the part of the Consenting Shareholders in violation of its obligations under this Agreement or (ii) such failure is due solely to the unavailability of the Bankruptcy Court;

(n) the Company (i) voluntarily commences any case or files any petition seeking bankruptcy, winding up, dissolution, liquidation, administration, moratorium, receivership, reorganization or other relief under any federal, state or foreign bankruptcy, insolvency, administrative receivership or similar law now or hereafter in effect, except as contemplated by and consistent with this Agreement, (ii) is the subject of an involuntary case under the Bankruptcy Code that is not dismissed or withdrawn within thirty (30) days of the commencement of such proceeding, or the Company consents to the institution of, or fails to contest in a timely and appropriate manner, any involuntary proceeding or petition described in the preceding clause (i), (iii) applies for or consents to the appointment of a receiver, administrator, administrative receiver, trustee, custodian, sequestrator, conservator or similar official with respect to the Company or for a substantial part of the Company's assets, (iv) files an answer admitting the material allegations of a petition filed against it in any such proceeding referred to in clause (i), (ii), or (iii), (v) makes a general assignment or arrangement for the benefit of creditors, or (vi) takes any corporate action for the purpose of authorizing any of the foregoing;

(o) the Company (i) withdraws the Plan or Disclosure Statement or (ii) files or otherwise makes public any of the Definitive Documents (including any modification or amendment thereto) in a form that is inconsistent (other than in an immaterial manner) with this Agreement, which occurrence remains uncured (even if uncurable) for five (5) Business Days

after such terminating Consenting Shareholder transmits a written notice in accordance with Section 13.12;

(p) an event of default has occurred and is continuing under the DIP Facility or the DIP Financing Documents and remains uncured (to the extent curable in accordance with the DIP Financing Documents) after giving effect to any applicable cure period in the DIP Credit Agreement for ten (10) Business Days; *provided, however,* that Braskem shall not be entitled to terminate this Agreement pursuant to this subsection (p) in the event Braskem or its Affiliate designee fails to, or is prohibited from (in each case, whether by operation of law, by order of any court of competent jurisdiction, as a consequence of a bankruptcy filing in any jurisdiction, including Brazil, or otherwise) timely fulfilling its commitments under the Restructuring Transactions, including, but not limited to, the DIP Financing Documents or its commitment to provide the Effective Date Funding, or any such event of default is a result of Braskem's action or inaction (whether by operation of law, by order of any court of competent jurisdiction, or otherwise);

(q) the Company publicly announces, in the exercise of its Fiduciary Determination, that it (i) intends to not support the Restructuring Transactions, or (ii) intends to support or accept an Alternative Restructuring Proposal or executes a definitive written agreement with respect to an Alternative Restructuring Proposal;

(r) the Company provides notice, in accordance with Section 7.03(a), of its exercise of a Fiduciary Determination;

(s) solely with respect to Braskem, either of Inbursa or the Ad Hoc Group terminates this Agreement in accordance with Section 11.01; and solely with respect to Etileno, the Required AHG Consenting Creditors terminate this agreement as to the Ad Hoc Group in accordance with section 11.01;

(t) the Company, without the prior written consent (regarding such written consent, email notice shall be sufficient) of the Consenting Shareholders, (1) incurs or refinances any indebtedness (including, without limitation, the DIP Facility), (2) authorizes, creates, issues, sells, or grants any additional interests (except as set forth in this Agreement), (3) reclassifies, recapitalizes, redeems, purchases, acquires, declares any distribution on, or makes any distribution on any interests, or (4) pursues any subscription or issues any equity or debt or other securities convertible into equity (except as set forth in this Agreement); or

(u) the Company files with the Bankruptcy Court any motion or application seeking authority to use, sell, abandon, or otherwise dispose of all or a material portion of the assets of the Company, taken as a whole, without the prior written consent of the Consenting Shareholders.

11.04 Mutual Termination. This Agreement, and the obligations of all Parties hereunder, may be terminated by mutual written agreement among (a) the Company, (b) Braskem, (c) the Required Consenting Creditors, and (d) the Required AHG Consenting Creditors.

11.05 Automatic Termination. This Agreement shall terminate automatically as to all Parties without any further required action or notice immediately upon the Plan Effective Date.

11.06 Effect of Termination.

(a) After the occurrence of a Termination Date as to a Party, this Agreement shall be of no further force and effect as to such Party and each Party subject to such termination, except as otherwise expressly provided in this Agreement, shall be released from its commitments, undertakings, and agreements under or related to this Agreement and shall have the rights and remedies that it would have had, had it not entered into this Agreement, and shall be entitled to take all actions, whether with respect to the Restructuring Transactions or otherwise, that it would have been entitled to take had it not entered into this Agreement, including with respect any and all Claims and/or Equity Interests held by such Party; *provided, however,* that in no event shall such termination relieve any Party from (i) liability for its breach or non-performance of its obligations under this Agreement prior to the Termination Date, or (ii) obligations under this Agreement which by their terms expressly survive termination of this Agreement. For avoidance of doubt, any termination under this agreement shall be without prejudice to, and shall not constitute a waiver of, any right or remedy of the Company, any Consenting Stakeholder or its Affiliate against Braskem or any of its Affiliates in respect of the DIP Facility.

(b) Upon the occurrence of a Termination Date prior to the Confirmation Order being entered by the Bankruptcy Court, any and all consents or ballots tendered by the Parties subject to such termination before such Termination Date shall be deemed, for all purposes, to be null and void from the first instance and shall not be considered or otherwise used in any manner by the Parties in connection with the Restructuring Transactions and this Agreement or otherwise *provided*, *however*, any Party withdrawing or changing the vote applicable to any of its Claims and/or Equity Interests pursuant to this Section 11.06 shall promptly provide written notice of such withdrawal or change to the Company, Braskem, Inbursa and the Ad Hoc Group (email notice to counsel shall be sufficient) and file notice of such withdrawal or change with the Bankruptcy Court.

(c) Notwithstanding anything to the contrary contained in this Agreement, in no event will any Party be entitled to terminate this Agreement if such Party is in material breach of this Agreement or if such Party's failure to perform or comply with this Agreement, or such Party's actions, omissions, or delays that violated their obligations under this Agreement, directly or indirectly caused or resulted in the occurrence of one or more termination events described in this Agreement; *provided* that for purposes of determining a Party's entitlement to terminate this Agreement under this Section 11.06(c), actions taken, omitted or delayed by a Party's Affiliate (for the purposes of this Section 11.06(c), the Company and its subsidiaries shall not be deemed Affiliates of Braskem and Inbursa) or a Party's appointee to the Company's Governing Body shall also be imputed to such Party.

(d) Nothing in this Agreement shall be construed as prohibiting any Party from contesting whether any such termination is in accordance with the terms hereof or to seek enforcement of any rights under this Agreement that arose or existed before a Termination Date. Except as expressly provided in this Agreement, nothing in this Agreement is intended to, or does, in any manner waive, limit, impair, or restrict any right of any Party or the ability of any Party to protect and preserve their rights (including rights under this Agreement), remedies, and interests, including its claims against any other Party. No purported termination of this Agreement shall be effective under this Section 11.06 or otherwise if the Party seeking to terminate this Agreement is

in material breach of this Agreement, except a termination pursuant to Section 11.02(d). Nothing in this Section 11.06 shall restrict the Company's right to terminate this Agreement in accordance with Section 11.02(e).

Section 12. ***Amendments and Waivers.***

(a) This Agreement may not be modified, amended, or supplemented, and no condition or requirement of this Agreement may be waived, in any manner except in accordance with this Section 12; *provided*, that, notwithstanding anything to the contrary herein, this Section 12 may not be modified, amended, or supplemented in any manner except with the prior written consent of all Parties hereto.

(b) Any proposed modification, amendment, waiver or supplement that does not comply with this Section 12 shall be ineffective and void *ab initio*.

(c) This Agreement may be modified, amended, or supplemented, or a condition or requirement of this Agreement may be waived in writing by: (i) the Company, (ii) the Required Consenting Creditors, and (iii) Braskem; *provided*, however, that if the proposed modification, amendment, waiver, or supplement has a material, disproportionate, and adverse effect on any of the Senior Secured Claims held by a Consenting Creditor as compared to the other Consenting Creditors, then the consent of each such affected Consenting Creditor shall also be required to effectuate such modification, amendment, waiver, or supplement.

(d) At any time prior to the Termination Date, (i) the Company, on the one hand, and the Required Consenting Creditors and Braskem, on the other, to the extent legally permitted, may (x) extend the time for the performance of any of the obligations of any other Party, (y) waive any inaccuracies in the representations and warranties made to such Party contained herein or in any document delivered pursuant hereto, and (z) waive compliance with any of the agreements, covenants or conditions for the benefit of such Party contained herein; and (ii) the Required Consenting Creditors and Braskem may collectively (x) extend the time for the performance of any of the obligations of the Consenting Shareholders, (y) waive any inaccuracies in the representations and warranties made by the Consenting Shareholders contained herein or in any document delivered pursuant hereto, and (z) waive compliance with any of the agreements, covenants or conditions for the benefit of the Consenting Shareholders contained herein.

(e) The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver of any such right, power or remedy or any provision of this Agreement, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise of such right, power or remedy or the exercise of any other right, power or remedy. All remedies under this Agreement are cumulative and are not exclusive of any other remedies provided by Law.

Section 13. ***Miscellaneous.***

13.01 Acknowledgment. Notwithstanding any other provision of this Agreement, this Agreement is not and shall not be deemed to be an offer with respect to any securities or solicitation

of votes for the acceptance of a plan of reorganization for purposes of sections 1125 and 1126 of the Bankruptcy Code or otherwise. Any such offer or solicitation will be made only in compliance with all applicable securities Laws, provisions of the Bankruptcy Code, and/or other applicable Law. Each Party hereby acknowledges and agrees to work in good faith to endeavor to structure the Restructuring Transactions and the Plan with the objective of minimizing the tax impact on the Company and the Consenting Stakeholders while preserving or otherwise maximizing the ability to use favorable tax attributes (including asset tax basis) of the Reorganized Company, as a result of the consummation of the Restructuring Transactions, to the extent practicable, in each case as determined by the Company, Braskem and the Required Consenting Creditors.

13.02 Exhibits Incorporated by Reference; Conflicts. Each of the exhibits, annexes, signatures pages, and schedules attached to this Agreement (together with any exhibits, annexes or schedules thereto) is expressly incorporated and made a part of this Agreement, and all references to this Agreement shall include such exhibits, annexes, and schedules (it being understood and agreed that any actions and obligations required to be taken by any Party that are included in the exhibits attached to this Agreement, but not in this Agreement are to be considered "covenants" of such Party and therefore covenants of this Agreement, notwithstanding the failure of any specific provision in any of the exhibits to be re-copied into this Agreement). In the event of any inconsistency between this Agreement (without reference to the exhibits, annexes, and schedules attached to this Agreement) and the exhibits, annexes, and schedules attached to this Agreement, this Agreement (without reference to the exhibits, annexes, and schedules thereto) shall govern; *provided* that in the event of any inconsistency between this Agreement, on the one hand, and any Definitive Document, on the other hand, the terms and provisions of such Definitive Document shall govern.

13.03 Further Assurances. Subject to the other terms of this Agreement, the Parties agree to execute and deliver such other instruments and perform such acts, in addition to the matters specified in this Agreement, as may be reasonably appropriate or necessary from time to time, to effectuate the Restructuring Transactions, as applicable, *provided* that such additional documents are consistent with the terms hereof and do not include any additional liabilities or obligations of (i) the Consenting Creditors, without each impacted Consenting Creditor's prior written consent, or (ii) the Consenting Shareholders, without such Consenting Shareholders' prior written consent.

13.04 Complete Agreement. Except as otherwise explicitly provided in this Agreement, this Agreement constitutes the entire agreement among the Parties with respect to the subject matter of this Agreement and supersedes all prior negotiations, understandings, and agreements, oral or written, among the Parties with respect thereto, other than any Confidentiality Agreement. The Parties acknowledge and agree that they are not relying on any representations or warranties other than as set forth in this Agreement.

13.05 GOVERNING LAW; SUBMISSION TO JURISDICTION; SELECTION OF FORUM. THIS AGREEMENT IS TO BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN THE CHOSEN STATE, WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS PRINCIPLES. Each Party to this Agreement agrees that it shall bring any action or proceeding in respect of any claim arising out of or related to this Agreement, to the extent possible, in the Bankruptcy Court, and solely in connection with

claims arising under this Agreement: (a) irrevocably and unconditionally submits to the exclusive jurisdiction of the Bankruptcy Court; (b) waives any objection to laying venue in any such action or proceeding in the Bankruptcy Court to which it may now or hereafter be entitled by reason of its present or future domicile or for any other reason; and (c) waives any objection that the Bankruptcy Court is an inconvenient forum or does not have jurisdiction over any Party to this Agreement.

13.06 Appointment of Process Agent. Each Specified Mexican Party hereby irrevocably appoints Cogency Global Inc. (the "**Process Agent**"), with an office on the date hereof at 122 E 42nd St., 18th Floor, New York, NY 10168 as its agent and true and lawful attorney-in-fact in its name, place and stead to accept on its behalf service of copies of the writs, summons and complaint and any other process that may be served in any such suit, action or proceeding brought in any court referred to in Section 13.05, and agrees that the failure of the Process Agent to give any notice of any such service of process to it shall not impair or affect the validity of such service or, to the extent permitted by applicable Law, the enforcement of any judgment based thereon. Each Specified Mexican Party shall maintain such appointment until the termination of this agreement in accordance with Section 11, except that if for any reason the Process Agent appointed hereby ceases to be able to act as such, then each Specified Mexican Party shall appoint another Person in the Borough of Manhattan as such Process Agent. Each Specified Mexican Party covenants and agrees that it shall take any and all reasonable action, including the execution and filing of any and all documents, that may be necessary to continue the designation of the Process Agent pursuant to this paragraph in full force and effect and to cause the Process Agent to act as such. Concurrently with the execution of this Agreement, each Specified Mexican Party shall grant to the Process Agent an irrevocable special power of attorney (poder especial irrevocable) for lawsuits and collections (pleitos y cobranzas) before a Mexican notary public and governed by the laws of Mexico, containing the instruction to act as its process agent in connection with this Agreement and any and all disputes that may arise under its provisions.

13.07 TRIAL BY JURY WAIVER. EACH PARTY TO THIS AGREEMENT IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

13.08 Execution of Agreement. This Agreement may be executed and delivered in any number of counterparts and by way of electronic signature and delivery, each such counterpart, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same agreement. Except as expressly provided in this Agreement, each Person executing this Agreement on behalf of a Party has been duly authorized and empowered to execute and deliver this Agreement on behalf of said Party.

13.09 Tax Treatment. For the avoidance of doubt, notwithstanding anything herein to the contrary, nothing in this Agreement imposes any obligation on any Party (including the Company or any Consenting Stakeholder) to pay any withholding tax or similar tax or fee imposed under Mexican law in connection with the equitization, conversion or roll-up of any existing instrument other than Mexican withholding tax, if any, applicable on any payment or deemed payment of interest or of amounts deemed as interest pursuant to the Mexican Income Tax Law in any instance on which the Mexican withholding tax is triggered, and any gross up obligation to the extent any

withholding or deduction with respect thereto is provided in the relevant agreements, *provided* that nothing in this Section 13.09 shall relieve the Company of its obligations as statutory withholding agent under the Mexican Income Tax Law.

13.10 Rules of Construction. This Agreement is the product of negotiations among the Company and the Consenting Stakeholders, and in the enforcement or interpretation of this Agreement, is to be interpreted in a neutral manner, and any presumption with regard to interpretation for or against any Party by reason of that Party having drafted or caused to be drafted this Agreement, or any portion of this Agreement, shall not be effective in regard to the interpretation of this Agreement. The Company, the Consenting Creditors, and each Consenting Shareholder, as applicable, were each represented by counsel during the negotiations and drafting of this Agreement and continue to be represented by counsel.

13.11 Successors and Assigns; Third Parties. This Agreement is intended to bind and inure to the benefit of the Parties and their respective successors and permitted assigns, as applicable. Except to the extent otherwise expressly stated or referred to herein, there are no third-party beneficiaries under this Agreement, and, except as set forth in Section 8, the rights or obligations of any Party under this Agreement may not be assigned, delegated, or transferred to any other Entity.

13.12 Notices. All notices hereunder shall be deemed given if in writing and delivered, by electronic mail, courier, or registered or certified mail (return receipt requested), to the following addresses (or at such other addresses as shall be specified by like notice):

(a) if to the Company, to:

Braskem Idesa, S.A.P.I.
Blvd. Ávila Camacho, 36, Piso 24,
Col. Lomas de Chapultepec, CP 11000,
Mexico City, Mexico
Attn: Gustavo Gindler Sergi
Alonso Gómez del Campo Estrada
Email: gustavo.sergi@braskem.com
alonso.gomez@braskem.com

with a copy to:

Cleary Gottlieb Steen & Hamilton
One Liberty Plaza
New York, NY 10006
Attn: Richard J. Cooper
Joshua Brody
Jack Massey
Belén Pironi

Email: rcooper@cgsh.com
jbrody@cgsh.com
jamassey@cgsh.com
bpironi@cgsh.com

(b) if to Braskem, to:

Braskem S.A.
Rua Lemos Monteiro, 120, 24º andar
São Paulo – SP – Brasil – CEP: 05501-050
Attn: Eduardo Pascowitch
Carlos Brandao
Email: eduardo.pascowitch@braskem.com
carlos.brandao@braskem.com
structuredfinance@braskem.com

Braskem Netherlands B.V.
Weena 240, Tower C, 9th Floor
3012NJ Rotterdam
The Netherlands
Attn: Eduardo Pascowitch
Victor Chamadoira
Email: eduardo.pascowitch@braskem.com
victor.chamadoira@braskem.com

with a copy to:

Jones Day
51 Louisiana Avenue NW
Washington, D.C. 20001
Attn: Dan T. Moss
Email: dtmoss@jonesday.com

(c) if to any Consenting Creditor, to the address or e-mail address set forth on such Consenting Creditor's signature page to this Agreement (or in the signature page to a Joinder, as applicable);

(d) if to Inbursa, with a copy to:

Herbert Smith Freehills Kramer (US) LLP
1177 6th Avenue
New York, NY 10036
Attn: Rachael Ringer
Kyle Ortiz
Elan Daniels
Andrew Citron
Emily Mandell

Email: Rachael.ringer@hsfkramer.com
Kyle.ortiz@hsfkramer.com
Elan.daniels@hsfkramer.com
Andrew.citron@hsfkramer.com
Emily.mandell@hsfkramer.com

(e) if such Consenting Creditor is a member of the Ad Hoc Group, with a copy to:

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, NY 10017
Attn: Tim Graulich
David Schiff
Aryeh Ethan Falk
Email: timothy.graulich@davispolk.com
david.schiff@davispolk.com
aryeh.falk@davispolk.com

Any notice given by delivery, mail, or courier shall be effective when received.

13.13 Independent Due Diligence and Decision Making. Each Consenting Stakeholder hereby acknowledges, solely with respect to itself and for the benefit of the other Parties and their respective financial advisors, that it has the requisite knowledge and experience in financial and business matters to evaluate the merits and risks of any securities that may be acquired by it pursuant to the transactions contemplated hereby and has had an opportunity to receive information from the Company in connection with this Agreement and the transactions contemplated hereby. Each Consenting Stakeholder hereby further confirms for the benefit of the other Parties and their respective financial advisors, that its decision to execute this Agreement has been based upon its independent investigation of the Restructuring Transactions and/or of the operations, businesses, financial and other conditions, and prospects of the Company, and not in reliance on any statement of any other Party (or such other Party's financial, legal or other professional advisors) (other than, with respect to any Consenting Creditor that is a member of the Ad Hoc Group, the Ad Hoc Group's Advisors), except for the express representations and warranties of any Party as set forth in this Agreement or any other Definitive Documents.

13.14 Admissibility and Waiver. Pursuant to Federal Rule of Evidence 408 and any other applicable rules of evidence, this Agreement and all negotiations relating to this Agreement shall not be admissible into evidence in any proceeding other than a proceeding to enforce its terms or the payment of damages or any other remedy to which a Party may be entitled under this Agreement. If the Restructuring Transactions are not consummated, or if this Agreement is terminated for any reason, nothing herein shall be construed as a waiver by any Party of any or all of such Party's rights, remedies, claims, and defenses and the Parties fully reserve any and all of their rights.

13.15 Specific Performance. It is understood and agreed by the Parties that money damages would be an insufficient remedy for any breach of this Agreement by any Party, and each non-breaching Party shall be entitled to seek specific performance and injunctive or other equitable

relief (without the posting of any bond and without proof of actual damages) as a remedy of any such breach, including an order of the Bankruptcy Court or other court of competent jurisdiction requiring any Party to comply promptly with any of its obligations hereunder. Notwithstanding anything to the contrary in this Agreement, in no event shall any Party or their representatives be liable to any other Party hereunder for any punitive, incidental, consequential, special, or indirect damages, including the loss of future revenue or income or opportunity, relating to the breach or alleged breach of this Agreement.

13.16 Several, Not Joint and Several, Claims. The agreements, representations, warranties, and obligations of the Parties under this Agreement are, in all respects, several, and not joint and several.

13.17 Severability and Construction. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect if essential terms and conditions of this Agreement for each Party remain valid, binding, and enforceable.

13.18 Remedies Cumulative. All rights, powers, and remedies provided under this Agreement or otherwise available in respect hereof at Law or in equity shall be cumulative and not alternative, and the exercise of any right, power, or remedy thereof by any Party shall not preclude the simultaneous or later exercise of any other such right, power, or remedy by such Party.

13.19 Email Consents. Where a written consent, acceptance, approval, or waiver is required pursuant to or contemplated by this Agreement, pursuant to Section 3, Section 4, Section 11, or otherwise, such written consent, acceptance, approval, or waiver shall be deemed to have occurred if, by agreement between counsel to the Parties submitting and receiving such consent, acceptance, approval, or waiver, it is conveyed in writing (including electronic mail) between each such counsel without representations or warranties of any kind on behalf of such counsel.

13.20 Fees and Expenses. To the extent not previously paid, and regardless of whether the Restructuring Transactions are consummated or a Plan is confirmed, and subject to any orders of the Bankruptcy Court, the Company shall pay in cash, within ten (10) calendar days of receiving the relevant invoice, all reasonable and documented Consenting Creditors' Fees and Expenses, Braskem Advisors' Fees and Expenses, Senior Secured Notes Trustees' Fees and Expenses, Intercreditor Fees and Expenses, and fees and expenses incurred by the agent and/or trustee (as applicable) for the Exit Secured Notes pursuant to the Exit Secured Notes Indenture.

13.21 Survival. Notwithstanding (a) any Transfer of any Claims in accordance with Section 8 or (b) the termination of this Agreement pursuant to Section 11, the agreements and obligations of the Parties in Sections 11.06, Sections 13.01–13.20, Section 13.22–13.23, and Section 13.25, any defined terms used in any of the foregoing Sections (solely to the extent used therein) and the Confidentiality Agreements shall survive such Transfer and/or termination and shall continue in full force and effect in accordance with the terms hereof and thereof.

13.22 Enforceability of Agreement. If any Chapter 11 Case is commenced, each of the Parties waives any right to assert that the exercise of termination rights under this Agreement is subject to the automatic stay provisions of the Bankruptcy Code, and expressly stipulates and

consents hereunder to the prospective modification of the automatic stay provisions of the Bankruptcy Code for purposes of exercising termination rights under this Agreement to the extent the Bankruptcy Court determines that such relief is required.

13.23 Relationship Among Parties. Notwithstanding anything to the contrary herein, the duties and obligations of the Consenting Stakeholders under this Agreement shall be several and not joint and several. None of the Consenting Stakeholders (including the Ad Hoc Group in such capacity) shall have any fiduciary duty, any duty of trust or confidence in any form, or other duties or responsibilities to each other, the Company, or any of the Company's respective creditors or other stakeholders, and there are no commitments among or between the Consenting Creditors. It is understood and agreed that any Consenting Creditors may trade in any debt or equity securities of the Company without the consent of the Company, subject to applicable securities laws and this Agreement. No prior history, pattern or practice of sharing confidences among or between any of the Consenting Stakeholders and/or the Company shall in any way affect or negate this understanding and agreement. The Parties have no agreement, arrangement or understanding with respect to acting together for the purpose of acquiring, holding, voting or disposing of any equity securities of the Company and do not constitute a "group" within the meaning of Section 13(d)(3) of the Exchange Act or Rule 13d-5 promulgated thereunder. For the avoidance of doubt: (a) each Consenting Creditor is entering into this Agreement directly with the Company and not with any other Consenting Creditor; (b) subject to Section 8.02, no other Consenting Creditor shall have any right to bring any action against any other Consenting Creditor with respect to this Agreement (or any breach thereof); and (c) no Consenting Creditor shall, nor shall any action taken by a Consenting Creditor pursuant to this Agreement, be deemed to be acting in concert or as any group with any other Consenting Creditor with respect to the obligations under this Agreement nor shall this Agreement create a presumption that the Consenting Creditors are in any way acting as a group. All rights under this Agreement are separately granted to each Consenting Creditor by the Company and vice versa, and the use of a single document is for the convenience of the Company. The decision to commit to enter into the Restructuring Transactions contemplated by this Agreement has been made independently.

13.24 Publicity. The Company and Braskem shall submit drafts to the Inbursa Advisors, the Ad Hoc Group Advisors, and the Braskem Advisors, respectively, of any press releases or other public statements that constitute disclosure of the existence or terms of this Agreement or any amendment to the terms of this Agreement at least two (2) Business Days prior to making any such disclosure (provided, however, that if delivery of such document at least two (2) Business Days in advance of such disclosure is impossible or impracticable under the circumstances, such document shall be delivered as soon as otherwise practicable), and shall afford them a reasonable opportunity under the circumstances to comment on such documents and disclosures and shall incorporate any such reasonable comments in good faith. Except as required by Law or otherwise permitted under the terms of any other agreement between the Company and any Consenting Creditor, no Party or its advisors shall (a) use the name of Inbursa or any other Consenting Creditor in any public manner (including in any press release) with respect to this Agreement, the Restructuring Transactions or any of the Definitive Documents or (b) disclose to any Person (including, for the avoidance of doubt, any other Party), other than advisors to the Company, the Inbursa Advisors, the Ad Hoc Group Advisors, and the Braskem Advisors, the principal amount or percentage of any Claims and Equity Interests held by any individual Consenting Stakeholder, in each case, without such Consenting Stakeholder's prior written consent (it being understood

and agreed that, except where delivered or distributed on a professional-eyes-only basis, each Consenting Stakeholder's signature page to this Agreement shall be redacted to remove the name of such Consenting Stakeholder and the amount and/or percentage of Claims and Equity Interests held by such Consenting Stakeholder); *provided, however*, that (i) if such disclosure is required by Law, subpoena, or other legal process or regulation, the disclosing Party shall afford the relevant Consenting Stakeholder a reasonable opportunity to review and comment in advance of such disclosure and shall take all reasonable measures to limit such disclosure, and (ii) the foregoing shall not prohibit the disclosure of the aggregate percentage or aggregate principal amount of Claims and Equity Interests held by all the Consenting Stakeholders, collectively, on a facility by facility basis. Notwithstanding the provisions in this Section 13.24, (x) any Party may disclose the identities of the other parties in any action to enforce this Agreement or in any action for damages as a result of any breaches hereof, and (y) any Party may disclose, to the extent expressly consented to in writing by a Consenting Stakeholder, such Consenting Stakeholder's identity and individual holdings.

13.25 No Recourse. This Agreement may only be enforced against the named parties hereto (and then only to the extent of the specific obligations undertaken by such parties in this Agreement). All claims or causes of action (whether in contract, tort, equity or any other theory) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement, may be made only against the Persons that are expressly identified as parties hereto (and then only to the extent of the specific obligations undertaken by such parties herein). No past, present or future direct or indirect director, manager, officer, employee, incorporator, member, partner, stockholder, equity holder, trustee, affiliate, controlling person, investment manager or advisor (or such investment manager's or advisor's employees, managers or partners), agent, attorney, investment banker, financial advisor, or other representative of any party hereto (including any person negotiating or executing this Agreement on behalf of a party hereto), nor any past, present or future direct or indirect director, manager, officer, employee, incorporator, member, partner, stockholder, equity holder, trustee, affiliate, controlling person, investment manager or advisor (or such investment manager's or advisor's employees, managers or partners), agent, attorney, investment banker, financial advisor, or other representative of any of the foregoing (other than any of the foregoing that is a party hereto), shall have any liability with respect to this Agreement or with respect to any proceeding (whether in contract, tort, equity or any other theory that seeks to "pierce the corporate veil" or impose liability of an entity against its owners or affiliates or otherwise) that may arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement.

13.26 Specific Execution

(a) The Parties understand that the Consenting Stakeholders are engaged in a wide range of financial services and businesses. In furtherance of the foregoing, the Parties acknowledge and agree that, to the extent a Consenting Stakeholder expressly indicates on its signature page hereto that it is executing this Agreement on behalf of specific trading desk(s) and/or business group(s) of the Consenting Stakeholder, the obligations set forth in this Agreement shall only apply to such trading desk(s) and/or business group(s) and shall not apply to any other trading desk or business group of the Consenting Stakeholder so long as they are not acting at the direction or for the benefit of such Consenting Stakeholder or such Consenting Stakeholder's investment in the Company; provided, that the foregoing shall not diminish or otherwise affect the obligations and

liability therefor of any legal entity that (i) executes this Agreement or (ii) on whose behalf this Agreement is executed by a Consenting Stakeholder. The Company acknowledges that one or more Consenting Stakeholders may have engaged an investment manager or advisor which acts as (i) the sole investment manager or advisor for certain single-manager accounts, and (ii) investment manager or adviser solely to a designated pool of assets of certain multi-manager accounts. In respect of the multi-manager accounts, to the extent the investment manager or advisor of a Consenting Stakeholder (A) is its discretionary advisor with respect to the accounts of the Consenting Stakeholder or (B) has executed the Agreement on Consenting Stakeholder's behalf ("**Investment Advisor**"), the Investment Advisor has no visibility, control or oversight in respect of the trading of other investment managers or advisers to such multi-manager accounts of the Consenting Stakeholder. As such, notwithstanding anything to the contrary herein, all agreements, covenants, representations or warranties herein that relate to any Consenting Stakeholder shall, with respect to any multi-manager accounts, solely apply to the portion of the account over which such Investment Advisor has discretion and not the Consenting Stakeholder as a whole.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

[*Signature Pages to the Restructuring Support Agreement on file with the Company*]

EXHIBIT A

SPV Notes Term Sheet

EXHIBIT A

SPV Senior Secured Notes Term Sheet

Braskem Idesa, S.A.P.I.

This term sheet (this "**Term Sheet**") sets forth the principal terms of a senior secured note facility to be provided to a newly formed bankruptcy remote holding company / trust as issuer. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Restructuring Support Agreement to which this Term Sheet is attached as **Exhibit A**.

Set forth below is a summary of certain key terms for the senior secured notes (the "**SPV Notes**"). This summary of proposed terms does not purport to describe all the terms, conditions, representations, and other provisions with respect to the SPV Notes, which will be set forth in the Indenture (as defined below).

Description of SPV Senior Secured Notes	
Principal Amount	A principal amount in U.S. dollars, equal to (i) the percentage of 2032 Senior Secured Notes and 2029 Senior Secured Notes held by holders other than Inbursa, Grupo Carso, and their respective affiliates and related parties (collectively, "**Inbursa**") on the Plan Effective Date, *times* US$476,000,000.00
Issuer	A newly formed bankruptcy remote holding company / trust organized under the laws of a jurisdiction to be selected by the SPV Noteholders (with the consent of Braskem Idesa and Braskem, not to be unreasonably withheld) (the "**Issuer**", or the "**Equity SPV**"), directly owning all of the Class A Shares (the "**Class A Shares**") of Braskem Idesa, S.A.P.I. ("**Braskem Idesa**") issued pursuant to the Restructuring Transactions.
Issue Price	100.0% of the principal amount thereof
SPV Noteholders at Issuance	Holders of the 2029 Senior Secured Notes and the 2032 Senior Secured Notes (in each case, excluding Inbursa-related parties) whose claims are entitled to receive the SPV Notes pursuant to the Restructuring Transactions (the "**SPV Noteholders**").
Documentation	The SPV Notes shall be governed by a senior secured notes indenture (the "**Indenture**"), together with customary security documents, account control agreements and other related finance documents, in each case satisfactory to the Required AHG Consenting Creditors (as defined in the Restructuring Support Agreement), Braskem Idesa and Braskem and

	reasonably acceptable to Inbursa solely to the extent of provisions that implicate Inbursa or its affiliates or require any provisions to be included in the organizational documents of the Reorganized Company (as defined in the Restructuring Support Agreement).
Trustee	To be selected by the SPV Noteholders (with the consent of Braskem Idesa, such consent not to be unreasonably withheld) (the "**SPV Trustee**").
Collateral Agent	To be selected by the SPV Noteholders (with the consent of Braskem Idesa, such consent not to be unreasonably withheld).
Maturity	15 years
SPV Administrator	A third-party service provider appointed by the SPV Noteholders (with the consent of Braskem Idesa, such consent not to be unreasonably withheld) to administer the SPV's day-to-day operational, accounting, reporting, compliance, and governance matters (the "**SPV Administrator**"), the reasonable costs and expenses of which shall be borne by Braskem Idesa.
Interest	5.00% per annum, payable in kind by capitalization and addition to principal on each date of anniversary of the Plan Effective Date, until the date that is the seventh anniversary of the Plan Effective Date; *provided* that, upon the exercise of a Put Right or Call Right, all interest accrued and unpaid through the date on which the applicable Put/Call Price is paid shall be due and payable on such date. No interest shall accrue after the seventh anniversary of the Plan Effective Date, except upon the occurrence of a payment default following the exercise of a Put Right or Call Right, in which case the interest rate shall accrue at the rate defined above from the date of the occurrence of the payment default until it is cured.
Amortization	None
Optional Redemption	The Issuer may not redeem or repurchase the SPV Notes, except as explicitly set forth herein.
Mandatory Redemption	The Issuer shall be required to redeem the SPV Notes, in whole or in part on a *pro rata basis*, from 100% of net cash proceeds received upon any exercise of the Call Right or Put Right or upon an Extraordinary BAKIDE Transaction or any sale, transfer, assignment, or other disposition of the Class A Shares; *provided,* that in the case of an exercise of the Put Right, unless

	the Put Right Drag is triggered, the net cash proceeds received from the individual exercises by SPV Noteholders of the Put Right shall be used to redeem the SPV Notes for which a Put Notice was submitted.
Distributions	The Issuer shall make a special distribution to SPV Noteholders, on a pro rata basis, with the proceeds of any dividend, distribution, return of capital, or other cash proceeds received in respect of the Class A Shares (each, a "**Distribution**").
Collateral	The obligations of the Issuer under the SPV Notes shall be secured by a perfected second-priority security interest in the Class A Shares and a perfected first-priority security in all other present and future assets of the Issuer, including: 1. all additional equity interests or ownership interests in Braskem Idesa or any other property or assets from time to time owned or acquired by the Issuer and, subject to structuring and tax considerations to be agreed, the equity interests of the Issuer; 2. all dividends, distributions, return of capital, redemption payments, liquidation proceeds, and other property received in respect of the Class A Shares held by the Issuer; 3. all proceeds of any sale, transfer, disposition, or monetization of the Class A Shares held by the Issuer; 4. all deposit accounts, securities accounts, cash, cash equivalents, and financial assets of the Issuer; 5. all rights under shareholder agreements, voting agreements, registration rights agreements, and other agreements relating to the Class A Shares held by the Issuer; and 6. all claims and proceeds relating to any of the foregoing. The liens on the Class A Shares shall rank junior only to the liens on the Class A Shares that secure the Exit Notes (or any refinancing thereof) and the Class A Shares shall not be secured by any other liens except for permitted liens expressly agreed by the SPV Noteholders. Notwithstanding anything to the contrary herein, the liens on the Class A Shares shall be subject to a customary multi-lien intercreditor agreement (in form and substance to be agreed) limiting the ability of the SPV

	Noteholders to exercise any rights and remedies with respect thereto until all amounts due and payable under the Exit Notes have been indefeasibly paid in full in cash.
Controlled Accounts	All cash and cash equivalents of the Issuer shall be maintained in trust and in one or more controlled accounts subject to account control agreements in favor of the Collateral Agent.
Ranking	The SPV Notes shall constitute senior secured obligations of the Issuer, ranking senior in right of payment to all subordinated indebtedness of the Issuer. The SPV Notes shall be secured by perfected security interests in the Collateral as set forth above.
Cash Sweep	All dividends and other distributions received by the Issuer in respect of the Class A Shares held by the Issuer shall be held in trust and be deposited into a Controlled Account and be distributed to the SPV Noteholders as pursuant to the Distributions.
Extraordinary BAKIDE Transaction	Any direct or indirect sale, merger, consolidation, sale of all or substantially all of the assets, dissolution or winding up of Braskem Idesa; *provided* that, for the avoidance of doubt, no restructuring, consolidation, merger, reorganization, recapitalization or similar transaction involving any direct or indirect equityholder of Braskem Idesa or any of such equityholder's other affiliates (and not involving Braskem Idesa) shall constitute an Extraordinary BAKIDE Transaction, unless Braskem Idesa itself is sold, merged, consolidated, sells all or substantially all of its assets, is dissolved or winds up in connection therewith.
Class A Shares Voting Rights	The bylaws of Braskem Idesa shall provide that the Class A Shares shall have no voting rights except with respect to any action that would result in an adverse unequal treatment for the Class A Shares compared to the Class B shares or to any change to the requirement that any dividends or distributions by Braskem Idesa are made pro rata on account of all shares or to any minority protections or other provisions of the Class A Shares that would have a material adverse effect on the holders of the Class A Shares or the SPV Notes, the approval of which shall require the affirmative vote of the Supermajority SPV Noteholders, which shall direct the Issuer to vote the Class A Shares.
Covenants	Subject to exceptions, qualifications and agreed baskets, the Issuer shall comply with the covenants customary to the facility of this type, including but not limited to the following:

	1. **Financial Reporting / Information**: furnish to the SPV Trustee for distribution to SPV Noteholders, (i) within 120 days after each fiscal year end, audited annual financial statements of the Issuer prepared under applicable accounting standards, together with a related audit opinion and other customary information and deliverables including management discussion and analysis (MD&A); (ii) within 60 days after the end of each of the first three fiscal quarters of each fiscal year, unaudited financial statements of the Issuer, together with other customary information and deliverables including MD&A ; (iii) simultaneously with delivery thereof and no later than the dates required therefor in the Exit Notes Indenture (as in effect on the Plan Effective Date), copies of any reports, disclosures, information or materials furnished by Braskem Idesa to its bondholders (including all information required to be delivered to bondholders pursuant to the Exit Notes Indenture (as in effect on the Plan Effective Date), which shall include Braskem Idesa's annual and quarterly financial statements and MD&A and investor presentation); (iv) upon reasonable request of any SPV Noteholder, a summary of the then current holdings of the Issuer, including number of Class A Shares and cash balances; and (v) such other deliverables as to be agreed; SPV Noteholders shall also be entitled to participate in quarterly conference calls with senior management (and which conference calls may include other equity holders or debt holders of Braskem Idesa) to discuss the business, affairs, finances and results of Braskem Idesa; 2. **Limitation on Indebtedness:** the Issuer shall not incur, issue, assume, guarantee or otherwise become liable for any indebtedness, except for the SPV Notes; 3. **Limitation on Activities / SPV Covenant / Bankruptcy Remoteness:** the Issuer shall not engage in any business activity other than as required or contemplated under the Indenture, the security documents and its organizational documents; the Issuer shall remain a holding vehicle whose activities are limited to ownership and maintenance of the Class A Shares and issuance of the SPV Notes; the Issuer's organizational documents shall include customary

	bankruptcy-remoteness provisions, and independent director/trustee requirements; 4. **Organizational Documents**: there shall be no changes to the Issuer's organizational documents effective as of the Plan Effective Date (including in any manner that would alter the *pro rata* treatment among all classes of shares), unless such changes are administrative or ministerial in nature (*provided* that such changes shall not be adverse to Class A Shares or the SPV Noteholders); 5. **Limitation on Liens:** the Issuer shall not create or permit any lien on any of its assets including Class A Shares, except for liens securing the SPV Notes; 6. **Limitation on Asset Sales:** the Issuer shall not dispose of the Class A Shares or any other assets except pursuant to the Call Right or Put Right or upon an Extraordinary BAKIDE Transaction or upon a tender of shares for repurchase by Braskem Idesa; SPV Noteholders shall have the right to exercise the Put Right in connection with the consummation of such tender of shares for repurchase by Braskem Idesa or any Extraordinary BAKIDE Transaction; 7. **Restricted Payments / Investments**: The Issuer shall not make any dividends, distributions or other restricted payments or any investments; 8. **Controlled Accounts / Further Assurances**: the Issuer shall maintain all relevant cash, proceeds and payment accounts under agreed control arrangements in favor of the Collateral Agent; execute and deliver such further documents and take such further actions as may be reasonably necessary to perfect the security interests securing the SPV Notes (including on the Class A Shares); and 9. **Other Limitations**: The Issuer shall not execute, cause to be executed, negotiate, solicit, or otherwise cause to occur any transaction or agreement which would constitute (i) a merger, acquisition, asset sale, or other transaction with the effect of causing a change of control of the Issuer, (ii) the sale of any of the assets of the Issuer, (iii) the incurrence of any new debt by the Issuer,

	(iv) the assignment or transfer of any Put Right or Call Right, or (v) any action, conduct, or agreement that would have the result of adversely affecting the transfer or sale of the Class A Shares free and clear of any claims and encumbrances; *provided*, *however*, that any such transaction or agreement in parts (i)–(v) may be approved upon the consent of each of Braskem Idesa, Braskem S.A., and the Supermajority SPV Noteholders (as defined below).
Amendments	Amendments to the Indenture generally require the consent of holders of at least a majority in aggregate principal amount of the SPV Notes. The following will require an "all SPV Noteholder" or "all affected SPV Noteholder" consent: 1. Amend the maturity date, interest rate, Call Right, Put Right, Put/Call Price and related provisions and mechanics; 2. Release or have the direct or indirect effect of releasing all or any portion of the Collateral; 3. Change or have the direct or indirect effect of changing the ranking of the SPV Notes or the ranking of the liens on the Collateral; and 4. Other sacred rights to be agreed, reasonably satisfactory to the SPV Noteholders and Braskem Idesa. Holders of greater than 70% in aggregate principal amount of the SPV Notes shall constitute the Supermajority SPV Noteholders (the "**Supermajority SPV Noteholders**"). Certain covenants and other protections shall be subject to the Supermajority SPV Noteholder consent, including with respect to debt incurrence, restricted payments, investments, changes to the organizational documents and such other matters to be agreed. Customary limitations on affiliate voting. The organizational documents of Braskem Idesa and the SPV Notes shall provide that each holder of Class B shares shall be required to disclose to Braskem Idesa and the SPV Trustee (for distribution to the SPV Noteholders) on a quarterly basis any holdings (direct or indirect) of any SPV Notes by an such holder

	of Class B shares (together with its affiliates and other related parties).

Braskem S.A. Undertaking	The obligations under that certain agreement, to be entered into by the Issuer, the SPV Trustee, the SPV Administrator and Braskem S.A., regulating the Put Right and Call Right (the "**Put/Call Rights Agreement**") shall be assumed by Braskem S.A. (and without limiting the foregoing may be assumed by one or more affiliates thereof), being certain that the obligations should not be impaired or prevented in the event of any insolvency, restructuring, bankruptcy or other court-sanctioned restructuring proceeding. Braskem S.A.'s obligation to purchase the Class A Shares and to pay the applicable Put/Call Price (the "**Put Payment Obligation**") is a separate and autonomous obligation of Braskem S.A. that only materializes upon, and is conditioned upon, the delivery of a Put Notice and the occurrence of the related settlement date.
Holder Eligibility	(i) Qualified Institutional Buyers that are also Qualified Purchasers or (ii) non-U.S. Persons.
DTC Eligibility	It shall be a condition to closing of the transactions contemplated hereby and the issuance of the SPV Notes that the Issuer shall obtain one or more CUSIP numbers for the SPV Notes and make the SPV Notes DTC eligible as of the Plan Effective Date, represented by permanent global notes in fully registered form without interest coupons and to deposit them with the SPV Trustee as a custodian for DTC, as depositary, and register them in the name of a nominee of such depositary, and make them freely tradable, subject to securities law
Listing	The Issuer shall use commercially reasonable efforts to list the SPV Notes on a securities exchange and to comply with any undertakings required by such securities exchange in connection with the SPV Notes and to furnish to it all such information as the rules of such securities exchange may require in connection with the listing of the SPV Notes.
Governing Law	The laws of the State of New York, other than collateral documents governed by local law, which shall be governed by applicable local law or other non-U.S. jurisdiction.

No Registration Rights; Trust Indenture Act Not Applicable	The Issuer shall not be required to file a registration statement with the Securities and Exchange Commission ("**SEC**") relating to the initial issuance or any resale of the SPV Notes and shall not be required to commence an offer to exchange the SPV Notes for SEC registered notes or other notes. The Indenture will not be qualified under, or required to comply with the provisions of, the United States Trust Indenture Act of 1939 (as amended from time to time).
Rating	The Issuer shall use commercially reasonable efforts to obtain, at the expense of the Issuer, within 45 days after the Plan Effective Date, a public rating for the SPV Notes from two of the following rating agencies: Fitch, Moody's, and S&P.
Counsel to the Initial SPV Noteholders	Davis Polk & Wardwell LLP
Braskem Call Right / Put Right	
Call Right	The Issuer shall irrevocably grant to Braskem S.A., and the SPV Noteholders shall irrevocably consent to, the right of Braskem S.A. to purchase for cash all (but not less than all) of the Class A Shares from the Issuer during the Call Period, at a purchase price paid in cash to the Issuer equal to the applicable Put/Call Price, upon the terms and conditions set forth in the Indenture (the "**Call Right**").
Call Period	The period beginning on the Plan Effective Date and ending on the fifth anniversary of the Plan Effective Date (the "**Call Period**").
Put Right	The SPV Noteholders shall have the right, exercisable during the Put Period as set forth under the "Put Mechanics" section below, to cause Braskem S.A. to purchase from the Issuer, and to cause the Issuer to sell to Braskem S.A. the Class A Shares held by the Issuer at a purchase price in cash equal to applicable Put/Call Price, upon the terms and conditions set forth in the Indenture (the "**Put Right**"). The Put Right shall survive and be unimpaired by any subsequent Braskem Idesa and/or Braskem S.A. bankruptcy event and shall remain an obligation of Braskem S.A. whether or not the Class A Shares are extinguished or otherwise terminated and SPV Noteholders shall maintain the right to demand payment from Braskem S.A. in all instances (which

	payment may be in the form of a Mandatory Redemption of the applicable SPV Notes at the applicable Put/Call Price).
Put Period	The period beginning on the fifth anniversary of the Plan Effective Date and ending on sixth anniversary of the Plan Effective Date, subject to the below: 1. The first Put Period (the "**Initial Put Exercise Period**") shall commence on the fifth anniversary of the Plan Effective Date (i.e., the first day of the Put Period) and shall end on the date that is 30 days following such date; 2. The subsequent Put Periods (the "**Subsequent Put Exercise Period**", and together with the Initial Put Exercise Period, the "**Put Periods**") shall commence on the three-month, six-month, nine-month, and twelve-month anniversary of the commencement date of the Initial Put Exercise Period and, in each case, shall end on the date that is 30 days following the commencement thereof.
Put/Call Price	Initial aggregate Put/Call Price shall be equal to the initial aggregate principal amount of SPV Notes, as reduced from time to time in the event of, and by an amount equal to the amount of, any Distribution and Mandatory Redemption, and shall increase at a rate of 5.00% per annum (compounded annually and calculated daily and assuming a 360-day year consisting of twelve 30-day months) (*plus*, in the case of any exercise of the Put Right or Call Price, accrued and unpaid interest through the date on which the applicable Put/Call Price is paid) until the seventh anniversary of the Plan Effective Date (the "**Put/Call Price**"), *provided* that, upon a payment default following the exercise of a Put Right or Call Right, the Put/Call Price shall continue to increase at the same rate from the date of such payment default until it is cured.
Call Mechanics	Braskem S.A. may exercise the Call Right at any time during the Call Period by providing advance notice thereof to Issuer, the SPV Trustee and the SPV Noteholders. On the settlement date, Braskem S.A. shall purchase from the Issuer and the Issuer shall sell to Braskem S.A. all of the Class A Shares at the applicable Put/Call Price; the Issuer shall apply 100% of the cash proceeds, together with any other cash or property held by the Issuer, to redeem 100% of the SPV Notes then outstanding on a *pro rata* basis at the applicable Put/Call Price.
Put Mechanics	SPV Noteholders shall have a period of 30 days commencing of the first day of each Put Period in which to individually exercise the Put Right by submitting a put notice in the form attached to

	the Indenture (the "**Put Notice**") to the SPV Trustee and the Issuer. No later than the fifth (5th) business day following the conclusion of the applicable Put Period, Braskem S.A. shall purchase from the Issuer and the Issuer shall sell to Braskem S.A. all of the Class A Shares for which a Put Notice has been submitted during such Put Period, at the applicable Put/Call Price. The Issuer shall hold the proceeds of such sale in trust for the benefit of the applicable SPV Noteholders, and shall promptly apply 100% of the cash proceeds, together with a *pro rata* portion of any other cash or property held by the Issuer, to redeem the SPV Notes for which a Put Notice was submitted at the applicable Put/Call Price. If SPV Noteholders holding more than 50% in aggregate principal amount of SPV Notes exercise the Put Right during the Put Period, then Braskem S.A. shall have the right to deem all SPV Noteholders as having exercised the Put Right, in which case Braskem S.A. shall be entitled to purchase all Class A Shares held by the Issuer at the applicable Put/Call Price; the Issuer shall apply 100% of the cash proceeds, together with any other cash or property held by the Issuer, to redeem 100% of the SPV Notes then outstanding on a *pro rata* basis at the applicable Put/Call Price (the "**Put Right Drag**"). After the expiration of the final Put Period, (i) Braskem S.A. shall have the right to purchase all or part of the remaining Class A Shares held by the Issuer at the applicable Put/Call Price from time to time and at any time (for the avoidance of doubt, even if at the end of the final Put Period SPV Noteholders holding less than 50% in aggregate principal amount of SPV Notes exercised their Put Right), and (ii) each individual SPV Noteholder shall have the individual right to cause Braskem S.A. to purchase from the Issuer, and to cause the Issuer to sell to Braskem S.A. the Class A Shares held by the Issuer at a purchase price in cash equal to applicable Put/Call Price from time to time and at any time; the Issuer shall promptly apply 100% of the cash proceeds, together with any other cash or property held by the Issuer, to redeem the remaining SPV Notes then outstanding on a *pro rata* basis at the applicable Put/Call Price (or, in the case of a SPV Noteholder put, promptly apply 100% of the cash proceeds, together with a *pro rata* portion of any other cash or property held by the Issuer, to redeem the SPV Notes for which the Put Notice was submitted at the applicable Put/Call Price).
Tax Matters	Parties to structure the Issuer, the SPV Notes and Put Right and Call Right in a mutually acceptable tax efficient manner, and

	without limiting the foregoing, Parties shall work in good faith to minimize the likelihood that any withholding tax or similar tax obligations apply to payments upon exercise of the Put Right or Call Right. In connection with such structuring, all Parties' rights are reserved with respect to the inclusion or omission of tax gross-up provisions applicable to the SPV Notes.
Transferability of the Call Right	The Call Right held by Braskem S.A. may not be assigned or transferred without the prior written consent of the Supermajority SPV Noteholders.

EXHIBIT B

Exit Secured Notes Term Sheet

EXHIBIT B

Exit Secured Notes Term Sheet

BRASKEM IDESA, S.A.P.I.

9.25%/11.25% PIK OPTION SENIOR SECURED NOTES

Summary of Terms and Conditions

This Summary of Terms and Conditions (this "**Exit Secured Notes Term Sheet**") sets forth certain terms of the Exit Secured Notes to be issued by Braskem Idesa, S.A.P.I. upon emergence from the restructuring proceedings contemplated by the Restructuring Support Agreement to which this Exit Secured Notes Term Sheet is attached. This Exit Secured Notes Term Sheet does not address all of the terms and conditions of the Exit Secured Notes and the applicable Definitive Exit Secured Notes Documentation (as defined below), and all terms and conditions not set forth herein shall be subject to the Documentation Principles set forth herein. Capitalized terms used but not defined in this Exit Secured Notes Term Sheet shall have the meanings ascribed to such terms in the Restructuring Support Agreement or the Plan (as defined in the Restructuring Support Agreement). Section 1.02 of the Restructuring Support Agreement shall apply to this Exit Secured Notes Term Sheet, *mutatis mutandis*.

Issuer:	Braskem Idesa, S.A.P.I. (the "**Issuer**"), a *sociedad anónima promotora de inversión* organized and existing under the laws of Mexico.
Guarantors:	Each direct and indirect subsidiary of the Issuer existing on the Issue Date (as defined below) or subsequently acquired and/or formed subsidiaries that are required to provide a guarantee pursuant to the Definitive Exit Secured Notes Documentation (collectively, the "**Guarantors**"; together with the Issuer, individually, an "**Obligor**" and, collectively, the "**Obligors**"); *provided* that (i) Immaterial Subsidiaries (to be defined in the Definitive Exit Secured Notes Documentation) shall not be required to provide a guarantee, and (ii) Terminal Química Puerto México, S.A.P.I. de C.V. ("**TQPM**") and its subsidiaries shall not be required to provide a guarantee *provided* further that TQPM shall not be permitted to guarantee or secure or otherwise provide any credit support to any other indebtedness of the Issuer or its Subsidiaries (other than Subsidiaries of TQPM), except for any guarantee, security interest or credit support expressly contemplated under the terms of the TQPM documentation as of the date hereof.

Trustee and Collateral Agent:	Wilmington Savings Fund Society, FSB will serve as indenture trustee and collateral agent (in such capacity, together with its successors and assigns, the "**Trustee**").
Initial Noteholders:	The Exit Secured Notes will be issued on the Issue Date to (i) each holder of Senior Secured Notes Claims in respect of the portion of such holder's Senior Secured Notes Claims that is not equitized pursuant to the Plan and (ii) Inbursa (or its applicable affiliates) in respect of the Senior Secured Term Loan Claims (as defined in the Restructuring Support Agreement), in each case, that is either (a) a "qualified institutional buyer," as such term is defined in Rule 144A under the Securities Act, (b) a non-U.S. person as defined under Regulation S under the Securities Act, or (c) an institutional "accredited investor" within the meaning of Rule 501(a)(1), (2), (3) or (7) under the Securities Act (collectively, and from time to time, the "**Exit Secured Noteholders**"), in accordance with the Plan.
Issue Date:	The effective date of emergence from the restructuring proceedings contemplated by the Plan (the "**Issue Date**").
Amount:	An aggregate principal amount of first lien senior secured notes due on the seventh anniversary of the Issue Date to be issued on the Issue Date (the "**Exit Secured Notes**") as set forth in and in accordance with the terms of the Plan.
Interest:	Interest shall accrue on the Exit Secured Notes from the Issue Date at a rate of 9.25% per annum, payable quarterly in arrears. The Issuer may elect to pay-in-kind up to 100% of any applicable interest payment for any interest payment period falling entirely within the first forty-two (42) months following the Issue Date, *provided* that if the Issuer elects to pay interest in-kind for a given interest period, the interest rate for such period shall be increased by a rate of 2.00% per annum on the applicable principal amount (i.e., for a total interest rate of 11.25% per annum if pay-in-kind is elected). Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months. The Exit Secured Notes shall include customary tax gross-up provisions and customary tax indemnities.
Default Interest:	The Issuer will pay an additional 2.00% per annum default interest in cash on all overdue amounts (whether arising from payment default, acceleration or otherwise), from the date payment was or became due to the date of actual

	payment (the "**Default Interest**"). Default Interest can be waived by the Supermajority Noteholders.
Maturity:	All obligations under the Exit Secured Notes, including the principal of, premium, if any, on, and accrued interest on (including any interest on interest), the Exit Secured Notes and all other amounts owing to the Trustee and the Exit Secured Noteholders with respect to the Exit Secured Notes (collectively, the "**Exit Secured Notes Obligations**"), will be due and payable in full in cash on the earlier of (i) the seventh (7th) anniversary of the Issue Date (the "**Maturity Date**") and (ii) the date of any acceleration of the Exit Secured Notes following the occurrence and continuation of an Event of Default (as defined below), by operation of law or otherwise.
Purpose:	As set forth in the Plan.
Documentation Principles:	The Exit Secured Notes Indenture and other definitive documentation for the Exit Secured Notes, including security documents (collectively, the "**Definitive Exit Secured Notes Documentation**") shall be consistent with the terms and conditions of this Exit Secured Notes Term Sheet and the Indenture dated as of October 20, 2021 (the "**Existing Indenture**"), between Braskem Idesa, S.A.P.I. and The Bank of New York Mellon, as trustee, relating to the Issuer's 6.990% Senior Secured Notes due 2032 (the "**Existing Notes**"), as modified to reflect the terms and conditions set forth in this Exit Secured Notes Term Sheet and such other modifications in form and substance acceptable to the Required Consenting Creditors (as defined in the Restructuring Support Agreement), Braskem, and the Issuer (including the modification of baskets, thresholds and carveouts applicable to the covenants to be mutually agreed). The provisions of this paragraph are referred to herein as the "**Documentation Principles**".
Collateral:	The Exit Secured Notes Obligations shall be secured by a first-priority lien on all assets of the Obligors, including: (i) all trust assets (including assets held under the Mexican Security Trust); (ii) all shares of Braskem Idesa, S.A.P.I. (with pledgee rights and protections to be agreed); (iii) all Non-Core Assets (as defined in the Plan); and (iv) the Issuer's interests in TQPM (subject to obtaining any required third-party consents, but to include at minimum all of the Issuer's proceeds, distributions and residual value

therefrom) (collectively, the "**Exit Secured Notes Collateral**"); *provided* that the Exit Secured Notes Collateral shall exclude any assets that require third-party consents that have not been obtained after the use of commercially reasonable efforts. Sale of Non-Core Assets shall be subject to baskets and asset sale provisions to be agreed, and shall require that: (a) any such sale is to an unaffiliated third party, (b) consideration is 100% cash, and (c) the sale price reflects fair market value. For the avoidance of doubt, all liens in effect in respect of the Senior Secured Notes and the Senior Secured Term Loan will be released upon issuance of the Exit Secured Notes.

Optional Redemption:

The Issuer may redeem the Exit Secured Notes at its option, in whole or in part, at any time, at the following redemption prices (expressed as a percentage of the principal amount of the Exit Secured Notes to be redeemed) (the "**Prepayment Premium**"), plus accrued and unpaid interest to, but excluding, the applicable redemption date:

(i) prior to the first anniversary of the Issue Date: 110%;

(ii) on or after the first anniversary but prior to the second anniversary of the Issue Date: 105%;

(iii) on or after the second anniversary but prior to the third anniversary of the Issue Date: 102.5%; and

(iv) on or after the third anniversary of the Issue Date: 100%.

The premiums described in this section shall also be immediately due and payable upon any acceleration of the Exit Secured Notes, or bankruptcy filing or other insolvency, any foreclosure, exercise of remedies and/or sale of the Exit Secured Notes Collateral after the occurrence of an Event of Default, by operation of law or otherwise, in addition to any other prepayment or repayment, refinancing, discharge or defeasance. The premiums described in this section shall be presumed to be the liquidated damages sustained by each Exit Secured Noteholder as the result of the early termination of the Exit Secured Notes and the Issuer agrees that it is reasonable under the circumstances currently existing. The Exit Secured Notes will reflect maximum enforceability of the prepayment premium protection provisions in the event of bankruptcy or insolvency proceeding or other triggering

	event, including customary "Momentive" protections with respect to payment of the Prepayment Premium.
Mandatory Offer to Purchase upon a Change of Control:	The Issuer will be required to offer to purchase the Exit Secured Notes upon the occurrence of a Change of Control event (to be defined in the Definitive Exit Secured Notes Documentation in a manner consistent with the Existing Indenture and reasonably acceptable to the Required Noteholders), which offer shall be at 101% of the principal amount of the Exit Secured Notes *plus* accrued and unpaid interest to, but excluding, the date of any such repurchase. Change of Control definition to be agreed, in a manner to permit internal reorganization at Braskem or Idesa levels. The rights of the Company, Braskem and the Required Consenting Creditors (as defined in the Restructuring Support Agreement) are reserved with respect to whether the foregoing purchase obligation shall be triggered upon any change of control or only one resulting in a ratings downgrade following such change of control, and such matter shall be addressed in the Definitive Exit Secured Notes Documentation.
Mandatory Offer to Purchase upon an Asset Sale:	Subject to the Documentation Principles and consistent with the Existing Indenture, the Issuer will be required to offer to purchase the Exit Secured Notes upon the occurrence of certain non-ordinary course asset sales in excess of applicable thresholds to be agreed, unless the proceeds are used to reinvest in the business (with the size and terms of such reinvestment basket to be agreed in the Definitive Exit Secured Notes Documentation). The offer shall be at 100% of the principal amount of the Exit Secured Notes *plus* accrued and unpaid interest to, but excluding, the date of any such repurchase.
Unrestricted Subsidiaries:	None. Subsidiaries (to be defined in the Definitive Exit Secured Notes Documentation) of the Issuer (or any direct or indirect parent thereof that is an Obligor) will not be permitted to be designated as "Unrestricted"; *provided* that, for the avoidance of doubt, TQPM shall not be subject to any restrictive covenants set forth in the Definitive Exit Secured Notes Documentation; *provided* further that the Definitive Exit Secured Notes Documentation shall include provisions to ensure that the collateral requirements with respect to the Issuer's equity interests in TQPM are

preserved and that there is no value leakage with respect to the Issuer's equity interests in TQPM and payment distributions received from TQPM.

Affirmative Covenants: The Definitive Exit Secured Notes Documentation will contain affirmative covenants subject to the Documentation Principles, based on the covenants set forth in the Existing Indenture to be agreed between the Issuer and the Required Noteholders and will include without limitation:

- information and reporting requirements, including delivery of audited annual financials, quarterly financials for the first three quarters of each fiscal year, in each case to be delivered within a time period to be agreed, quarterly conference calls with holders of the Exit Secured Notes;
- payment of Exit Secured Notes
- maintenance of office or agency
- further instruments and acts
- reports to holders
- payment of additional amounts
- maintenance of priority
- maintenance of property
- future guarantees
- corporate matters
- covenant to give security
- preservation of collateral
- perfection and maintenance of security interests
- submission of required information to the Mexican National Banking Commission and to the Mexican Tax Administration Service to the extent required by applicable law to secure preferential tax treatment

The Definitive Exit Secured Notes Documentation shall also include a covenant requiring the Issuer to use commercially reasonable efforts to obtain and maintain ratings from at least two Rating Agencies (as defined in the Existing Indenture) no later than sixty (60) days after the Issue Date.

Negative Covenants: The Definitive Exit Secured Notes Documentation will contain negative covenants subject to the Documentation

Principles, based on the covenants set forth in the Existing Indenture, with appropriate modifications to reflect the Issuer's post-emergence capital structure and operations, and with appropriate carve-outs and baskets (including without limitation for affiliate transactions in the ordinary course of business, customary securitizations, factoring arrangements or other working capital financing alternatives subject to caps or other limitations to be agreed, and customary refinancing baskets), to be agreed between the Issuer and the Required Noteholders and will include without limitation:

- limitation on liens
- limitation on sale and leaseback transactions
- limitation on indebtedness (which shall include a U.S.$25,000,000 basket for additional pari passu indebtedness (the "**Specified Pari Debt Basket**") and a working capital basket as may be agreed)
- limitation on restricted payments (including dividends, distributions, investments and junior debt payments)
- limitation on asset sales and sales of subsidiary stock (sale of non-core assets subject to baskets / asset sale provision to be agreed; any sales must be (i) to an unaffiliated third party, (ii) for 100% cash consideration and (iii) for fair market value)
- limitation on affiliate transactions
- an annual cap of U.S.$50,000,000 on the payment or satisfaction of pre-petition related-party claims from Braskem S.A., other than repayments with the written consent of Board members appointed by Inbursa and the Ad-Hoc Group, subject to and in accordance with section 3.8 of the Plan
- limitation on dividend and other payment restrictions affecting subsidiaries
- merger, consolidation or sale of assets

In addition, the Definitive Exit Secured Notes Documentation shall include creditor-protection provisions, including (i) an "omni blocker" providing for prohibitions on liability management transactions, (ii) prohibitions on the sale, transfer, exclusive license or other dispositions relating to Exit Secured Notes Collateral and other material assets (the "**Collateral Requirement Covenant**"), (iii) *Serta* protections against lien and payment subordination or priming transactions or the release of all or a material portion of the Exit Secured Notes

	Collateral (the "**Serta Protection**"), (iv) *Chewy* protection, (v), "Double-Dip" protection (the items described in clauses (i) through (v) above and to the extent applicable, clause (viii) below, are referred to herein as "**Liability Management Provisions**"), (vi) restrictions on enter consents and exit consents, (vii) restrictions on payment for consents, and (viii) such other protections and liability management transaction blockers and provisions to be agreed in the Definitive Exit Secured Notes Documentation; *provided* that, for the avoidance of doubt, the foregoing provisions shall be subject to applicable exceptions to be agreed in the Definitive Exit Secured Notes. Documentation; *provided further* that, for the avoidance of doubt, clauses (vi) (with respect to exit consents only) and (vii) shall not apply with respect to any transaction that is offered to all affected Exit Secured Noteholders on a *pro rata* basis on the same terms and conditions (other than bona fide backstop fees and reimbursement of counsel fees and other expenses in connection with the negotiation of the terms of such transaction).
Events of Default:	The Definitive Exit Secured Notes Documentation will contain Events of Default subject to the Documentation Principles (with materiality thresholds, exceptions and grace periods to be mutually agreed between the Required Noteholders and the Issuer).
Financial and Other Reporting Requirements:	The Definitive Exit Secured Notes Documentation will contain financial and other reporting requirements subject to the Documentation Principles, which shall be no less comprehensive than the reporting requirements set forth in the Existing Indenture, including management's discussion and analysis of the results of the Issuer's operations and liquidity and capital resources for each period presented. In addition, the Issuer shall provide quarterly investor calls to Exit Secured Noteholders. All financial statements shall be prepared in accordance with IFRS. The Issuer shall submit all required notices and information before the Mexican National Banking Commission and before the Mexican Tax Administration Service to the extent required by applicable law to secure preferential tax treatment in terms of Article 7 of the Mexican Securities

Law and Article 166(II)(a) of the Mexican Income Tax Law.

Required Noteholders: As of any time of determination, on or after the Issue Date, holders of at least the General Requisite Consent Threshold (as defined below) (the "**Required Noteholders**").

For the avoidance of doubt, other than the Inbursa Holders (as defined below), no affiliates or related parties of the Issuer shall be permitted to vote on any consent, waiver or amendment in respect of any Exit Secured Notes and the holdings of such persons shall be disregarded for purposes of calculating the applicable numerator and denominator.

"**General Requisite Consent Threshold**" shall mean, a percentage equal to (1) the sum of: (i) the aggregate principal amount of Exit Secured Notes held by Inbursa Holders as of the applicable determination date (which, for the avoidance of doubt, shall be the Issue Date until any recalculation as contemplated by the section below titled "Threshold Recalculation" occurs), plus (ii) 12.5% of the aggregate principal amount of Exit Secured Notes as of the applicable determination date, divided by (2) the total aggregate principal amount of Exit Secured Notes outstanding as of the applicable determination date (or, if greater, a majority of the aggregate principal amount of Exit Secured Notes).

Supermajority Noteholders: As of any time of determination, on or after the Issue Date, holders of at least the Supermajority Consent Threshold (as defined below).

"**Supermajority Consent Threshold**" shall mean, a percentage equal to (1) the sum of: (i) the aggregate principal amount of Exit Secured Notes held by Inbursa Holders as of the applicable determination date (which, for the avoidance of doubt, shall be the Issue Date until any recalculation as contemplated by the section below titled "Threshold Recalculation" occurs), plus (ii) 50.1% of the aggregate principal amount of Exit Secured Notes held by Third Party Holders as of the applicable determination date, divided by (2) the total aggregate principal amount of Exit Secured Notes outstanding as of the applicable determination date (or, if greater, at least 66.67% of the aggregate principal amount of Exit Secured Notes).

Threshold Recalculation:

No amendment, consent or waiver shall become effective until the Inbursa Holders provide the updated holdings information described in the following paragraph to the Trustee or a majority of non-Inbursa Holders (based on the holdings most recently reported by Inbursa) have otherwise waived such reporting condition.

At least five (5) business days prior to any solicitation of consents, waivers or amendments in respect of the Exit Secured Notes, the Issuer shall notify the Inbursa Holders of the timing of such solicitation, and the Inbursa Holders shall provide updated holdings information as of the business day immediately prior to the launch of such solicitation to the Issuer. The Issuer shall include in any applicable solicitation materials any resulting change to the General Requisite Consent Threshold or the Supermajority Consent Threshold. On the record date or effective date of such consent, waiver or amendment (if different from the date set forth above), the Inbursa Holders shall provide updated holdings information as of such record date or effective date to the Issuer and the Issuer shall furnish to the Trustee details of any resulting change to the General Requisite Consent Threshold or the Supermajority Consent Threshold. The Definitive Exit Secured Notes Documentation shall further provide that the foregoing Threshold Recalculation provisions shall apply to any other transaction or event for which any consents, waivers or amendments are required or otherwise delivered or to be delivered.

Amendments:

The Definitive Exit Secured Notes Documentation shall not be amended, waived or otherwise modified without the prior written consent of the Required Noteholders, except that:

(1) No amendment, supplement, waiver or modification shall (i) amend, supplement or modify or waive the Liability Management Provisions (including the *Serta* Protection) or any liability management transaction blockers, (ii) release or have the direct or indirect effect of releasing all or a material portion of the Exit Secured Notes Collateral (provided that clauses (i) and (ii) shall not apply to any transaction that is offered to all affected Exit Secured Noteholders on a *pro rata* basis on the same terms and conditions (other than bona fide backstop fees and reimbursement of

counsel fees and other expenses in connection with the negotiation of the terms of such transaction), which transaction shall require the consent of the Supermajority Noteholders), (iii) directly or indirectly amend, supplement or modify (x) the application of prepayments and repayments on a *pro rata* basis or any other provision that would affect the ratable sharing of payments among the Exit Secured Noteholders or (y) the order of payments, in each case, under the Definitive Exit Secured Notes Documentation or any applicable intercreditor agreement, (iv) permit any amounts or any interest to be paid other than in cash in U.S. dollars, except for the pay-in-kind interest explicitly contemplated herein, or (v) change the definition of "Required Noteholders" or "Supermajority Noteholders", in each case, without the prior written consent of each affected Exit Secured Noteholder.

(2) No amendment, supplement, waiver or modification shall, other than as expressly permitted pursuant to the terms of the Definitive Exit Secured Notes Documentation as in effect on the Issue Date, (i) increase the amount of restricted payments (other than investments) that may be made, (ii) increase the amount of investments permitted to be made in non-Guarantor Subsidiaries, (iii) permit the incurrence of (x) senior or *pari passu* indebtedness by any Obligor (other than (1) in compliance with the *Serta* protection, and (2) *pari passu* Indebtedness incurred pursuant to the Specified Pari Debt Basket or agreed working capital facility basket (it being understood that (A) with the written consent of the Required Noteholders, the Specified Pari Debt Basket may be increased to an amount not to exceed U.S.$50,000,000 and (B) with the written consent of the Supermajority Noteholders, the Specified Pari Debt Basket may be increased to an aggregate principal amount in excess of U.S.$50,000,000 and the working capital facility basket may be increased), or (y) indebtedness incurred by non-Guarantor Subsidiaries, (iv) permit the creation, designation or existence of any Subsidiary that would be "unrestricted" or otherwise have the effect of allowing any Subsidiary to be excluded

from the requirements applicable to Subsidiaries pursuant to the Definitive Exit Secured Notes Documentation (in each case, other than TQPM and its Subsidiaries as contemplated hereby), or permit the transfer by the Issuer or any Guarantor or any of their respective Subsidiaries of any assets or property to any such Subsidiary, (v) release any Guarantor from its guarantee, (vi) extend the grace period for failure to make any payment of interest beyond thirty (30) days, (vii) amend, supplement, waive or modify any provision of the Exit Secured Notes Indenture or any security documents in a manner that impairs the rights of Exit Secured Noteholders to exercise remedies or enforcement rights, as set forth in the applicable documentation as of the Issue Date, (viii) amend, supplement, waive or modify the Collateral Requirement Covenant or permit the sale, transfer or release, or have the direct or indirect effect of releasing liens on Exit Secured Notes Collateral, having a fair market value in excess of U.S.$75,000,000, or (ix) eliminate or modify any *bona fide* business purpose requirement from any basket, in each case, without the prior written consent of the Supermajority Noteholders.

Other sacred rights, supermajority provisions and exercise of remedies provisions customary for a financing of this type shall be finalized separately in connection with the Definitive Exit Secured Notes Documentation.

Listing: The Issuer shall use best efforts to promptly (and in any event within thirty (30) days following the Issue Date) list the Exit Secured Notes on a securities exchange of a jurisdiction with which Mexico has a Convention for the Avoidance of Double Taxation in effect and to comply with any undertakings required by such securities exchange in connection with the Exit Secured Notes and to furnish to it all such information as the rules of such securities exchange may require.

No Registration Rights: The Issuer shall not be required to file a registration statement with the Securities and Exchange Commission ("**SEC**") relating to the initial issuance or any resale of the Exit Secured Notes and shall not be required to commence

	an offer to exchange the Exit Secured Notes for SEC registered notes or other notes.
Transfer Restrictions:	The Exit Secured Notes may only be offered or sold in transactions exempt from or not subject to the registration requirements of the Securities Act, including resales pursuant to Rule 144A under the Securities Act or Regulation S under the Securities Act. All Exit Secured Noteholders (including any Inbursa-related parties) shall receive one instrument governed by one indenture, issued through DTC, with the same global notes and CUSIP numbers (for the Rule 144A Notes and the Regulation S Notes, as applicable) available to both (x) Inbursa, Grupo Carso and their respective affiliates and related parties (collectively, "**Inbursa Holders**"; such definition to be mutually agreed between the Issuer and the Required Consenting Creditors (as defined in the Restructuring Support Agreement) in the Definitive Exit Secured Notes Documentation) and (y) all other Exit Secured Noteholders ("**Third Party Holders**"). The Exit Secured Notes shall be issued through the facilities of The Depository Trust Company.
Trust Indenture Act:	The Definitive Exit Secured Notes Documentation will not be qualified under, or required to comply with the provisions of, the United States Trust Indenture Act of 1939 (as amended from time to time).
Fees and Expenses:	Customary and appropriate for facilities of this type consistent with Documentation Principles.
Governing Law:	The State of New York (except for security and collateral documentation that the Trustee determines should be governed by Mexican federal law or other applicable local law, including documentation relating to the Mexican Security Trust, the Non-Possessory Pledge Agreement and the Share Pledge Agreement).

EXHIBIT C

Governance Term Sheet

EXHIBIT C

Braskem Idesa, S.A.P.I.

POST-EMERGENCE GOVERNANCE TERM SHEET

Generally	On the Plan Effective Date, Braskem, Inbursa and its affiliates, the Equity SPV, and Reorganized BI shall enter into a new shareholders' agreement on substantially the same terms as the pre-reorganization Shareholders' Agreement, subject to the following amendments.
Board Composition	a. Subject to prong (b) below, the composition of the Board of Directors shall be proportional to each of (A) Braskem and (B) Inbursa and its affiliates' equity interest. b. On the Plan Effective Date, (A) Braskem shall be entitled to appoint a majority of the members of the Board of Directors (the "**Braskem Directors**"), (B) Inbursa shall be entitled to appoint (i) [•] member(s) of the Board of Directors (the "**Inbursa Directors**"), one of which will have rights and attributes to access management and information relating to the operations of the Debtors' businesses to the extent this board member may require, and (ii) a member of the management team, who will report to the Chief Executive Officer and will have appropriate access to the Debtors' businesses and information but will not otherwise have any operational role in the Debtors' businesses (in each case to be reflected in further detail in the Shareholders Agreement included in the Plan Supplement), and (C) the members of the Ad Hoc Group shall collectively have the right to initially appoint one (1) member of the Board of Directors, unless and until holders of a majority of the SPV Notes elect to appoint a replacement director or as otherwise provided in the Definitive Documentation (the director so appointed, the "**AHG Director**"). c. Two (2) Braskem Directors shall be designated by IG4 Capital Investimentos S.A. ("**IG4**") and Petróleo Brasileiro S.A. ("**Petrobras**") or their affiliates. IG4 shall initially designate Hélio Novaes and Petrobras shall initially designate William França.
Minority Protections	The Definitive Documents shall provide for minority protections to be agreed in favor of the holders of the Class A Shares relating to actions that would result in an adverse unequal treatment for the Class A Shares compared to the Class B shares and requiring that all dividends and other distributions in respect of, and all repurchases and redemptions of, the shares be made or offered, as applicable, on a pro rata basis among the holders thereof, and to the extent not already provided, Inbursa and its affiliates in respect of their shares, and such other related provisions as to be agreed (the "**Minority Protections**"). Minority Protections in respect of the Equity SPV and the Class A Shares or board rights of the AHG Director shall only be amended or waived in accordance with the SPV Notes Term Sheet.

Amendments to Shareholders' Agreement	In addition, the Shareholders Agreement will be amended to reflect the passage of time and changes in shareholdings relative to when it was entered into, including among other things, Board quorum to include an Inbursa director; mutual consent of Braskem and Inbursa appointed directors to appointment and removal of C-suite officers; and monthly information reporting to Inbursa affiliates and inspection rights; and any changes required to reflect the terms hereof.

EXHIBIT D

DIP Credit Agreement

Execution Version

U.S. $408,893,181.00

SUPERPRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT

dated as of August 17, 2026

among

BRASKEM IDESA, S.A.P.I.,
a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code, as Borrower,

THE GUARANTORS FROM TIME TO TIME PARTY HERETO,
each a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code,

TMF MEXICO BUSINESS PROCESS, S. DE R.L. DE C.V.,
as Collateral Agent,

and

THE DIP LENDERS NAMED HEREIN

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This **SUPERPRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT** (this "**Agreement**"), dated as of August 17, 2026, among BRASKEM IDESA, S.A.P.I., a *sociedad anónima promotora de inversion*, a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code, as borrower (the "**Borrower**"), the Guarantors from time to time party hereto, each a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code, TMF MEXICO BUSINESS PROCESS, S. DE R.L. DE C.V., as collateral agent (in such capacity, the "**Collateral Agent**"), and the DIP Lenders (as defined herein) from time to time party hereto.

RECITALS

WHEREAS, the Borrower and the Guarantors have commenced voluntary cases (the "**Chapter 11 Cases**") under Chapter 11 of the Bankruptcy Code (as defined herein) in the United States Bankruptcy Court for the Southern District of Texas (the "**Bankruptcy Court**"), and the Borrower continues to operate its business and manage its properties as debtor and debtor-in-possession ("**Debtor**" and, together with the Guarantor and any other Affiliates of the Borrower that become debtors-in-possession in the Chapter 11 Cases, the "**Debtors**") pursuant to Sections 1107 and 1108 of the Bankruptcy Code;

WHEREAS, the Borrower has requested that the DIP Lenders, subject to the terms and conditions of this Agreement and the DIP Orders, as applicable, provide a priming, secured superpriority debtor-in-possession credit facility in an aggregate principal amount of U.S. $408,893,181.00, comprised of (i) New Money Loans in an aggregate principal amount of U.S. $279,000,000.00, consisting of the Interim DIP Loans and the Final DIP Loans, and (ii) Roll-Up Loans in an aggregate principal amount of U.S. $129,893,181.00;

WHEREAS, the Borrower will provide and grant to the Collateral Agent, for the benefit of the Secured Parties, a priming first priority Lien (subject only to the Carve-Out (as defined in the Interim DIP Order)) on the Collateral and certain other rights and protections pursuant to the terms hereof, and security interests and liens pursuant to Sections 364(c)(2), 364(c)(3) and 364(d) of the Bankruptcy Code, and super-priority administrative expense claims pursuant to Section 364(c)(1) of the Bankruptcy Code, and other rights and protections, as more fully described herein and the DIP Orders; and

WHEREAS, the Guarantors have agreed to guarantee the obligations of Borrower hereunder and to secure their respective Obligations by granting to the Secured Parties a priming first priority Lien (subject only to the Carve-Out (as defined in the Interim DIP Order)) on the Collateral and certain other rights and protections pursuant to the terms hereof, and security interests and liens pursuant to Sections 364(c)(2), 364(c)(3) and 364(d) of the Bankruptcy Code, and super-priority administrative expense claims pursuant to Section 364(c)(1) of the Bankruptcy Code, and other rights and protections, as more fully described herein and the DIP Orders.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and in the other Loan Documents, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

ARTICLE I
DEFINITIONS; INTERPRETATION

Section 1.1 Definitions

For purposes of this Agreement, the following terms shall have the meanings indicated in this Section 1.1.

"**Acceptable Disclosure Statement**" means the disclosure statement relating to an Acceptable Reorganization Plan which, if the Restructuring Support Agreement is in effect, shall be consistent with the terms and conditions set forth therein, shall be in the form attached as Exhibit G to the Restructuring Support Agreement and shall be in form and substance reasonably acceptable to the Company, Braskem and the Required Consenting Creditors.

"**Acceptable Mexican Financial Institution**" means each of:

(1) BBVA Bancomer, S.A., Institución de Banca Múltiple, Grupo Financiero BBVA Bancomer;

(2) Banco Santander (México), S.A., Institución de Banca Múltiple, Grupo Financiero Santander;

(3) HSBC México, S.A., Institución de Banca Múltiple, Grupo Financiero HSBC;

(4) Banco Nacional de México, S.A., integrante del Grupo Financiero Banamex;

(5) Banco Inbursa, S.A., Institución de Banca Múltiple, Grupo Financiero Inbursa; and

(6) any other Mexican financial institution that is rated at least "BBB" or its equivalent on the international scale by one or more of the Rating Agencies;

provided that, each such entity will be considered an Acceptable Mexican Financial Institution only so long as (a) it maintains a combined capital and surplus of not less than U.S. $250,000,000 and (b) its long term unsecured debt is rated "BBB" and "Baa2" or better by S&P or Moody's, respectively (in each case, to the extent rated thereby).

"**Acceptable Reorganization Plan**" means a Plan of Reorganization for the Chapter 11 Cases that (a) if the Restructuring Support Agreement is in effect, is consistent with the terms and conditions as set forth therein (including in the exhibits thereto), is in the form attached as Exhibit F to the Restructuring Support Agreement and shall be in form and substance acceptable to the Company, Braskem and the Required Consenting Creditors and (b) if the Restructuring Support Agreement is no longer in effect, provides for (i) the indefeasible repayment in full, in cash, of the Obligations upon or prior to the consummation of such Plan of Reorganization or (ii) such other terms that are acceptable to the Required DIP Lenders.

"**Acquired Indebtedness**" means, with respect to any specified Person, (1) Indebtedness of any other Person existing at the time such other Person is merged, consolidated or amalgamated with or into or became a Restricted Subsidiary of such specified Person, including Indebtedness Incurred in connection with, or in contemplation of, such other Person merging, consolidating or amalgamating with or into or becoming a Restricted Subsidiary of such specified Person; and (2) Indebtedness secured by a Lien encumbering any asset acquired by such specified Person.

"**Adversary Proceeding**" means any action, suit, proceeding (whether administrative, judicial or otherwise), governmental investigation or arbitration (whether or not purportedly on behalf of any Obligor or any Subsidiary of the foregoing), at law or in equity, or before or by any Governmental Authority, domestic or foreign, whether pending or, to the knowledge of any Obligor, threatened against any Obligor or any Subsidiary of the foregoing or any property of any Obligor or any of its Subsidiaries.

"**Affected Financial Institution**" means (a) any EEA Financial Institution or (b) any UK Financial Institution.

"**Affiliate**" means, with respect to any specified Person, any other Person directly or indirectly controlled by, controlling or under common control with such specified Person. For purposes of this definition, "control," when used with respect to any specified Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"**Agreement**" has the meaning ascribed to such term in the preamble of this Agreement.

"**Anti-Corruption Laws**" has the meaning ascribed to such term in Section 8.19.

"**Anti-Money Laundering Laws**" has the meaning ascribed to such term in Section 8.20.

"**Asset Sale**" means any direct or indirect sale, disposition, issuance, conveyance, transfer, lease (other than operating leases entered into in the ordinary course of business), sublease, assignment or other transfer, including a Sale and Leaseback Transaction (each, a "**disposition**") by the Borrower or any Restricted Subsidiary of:

(1) any Capital Stock; or

(2) any property or assets (other than cash or Cash Equivalents) of the Borrower or any Restricted Subsidiary;

Notwithstanding the preceding, the following items will not be deemed to be Asset Sales:

(a) a transaction permitted under Section 10.5;

(b) a disposition of inventory, products or outputs produced or commercialized at or in connection with the Project Property or the Permitted Business, or damaged, obsolete, worn-out or excess assets in the ordinary course of business;

(c) the sale or discount of accounts receivable and related assets or an interest therein arising in the ordinary course of business in connection with the compromise or collection thereof (including in any factoring transactions that exist on the Effective Date);

(d) sales, transfers and other dispositions of Investments in joint ventures (including Unrestricted Subsidiaries) to the extent required by customary buy/sell arrangements between the joint venture parties set forth in joint venture arrangements and similar binding arrangements that, in each case, exist on the Effective Date;

(e) the licensing or sublicensing of intellectual property or other general intangibles in the ordinary course of business and consistent with past practice, or the dispositions of, discontinuing the use or maintenance of, abandoning, failing to pursue, defend or enforce or otherwise allowing to lapse, terminate, be invalidated or put into the public domain any intellectual property that in good faith and reasonable judgment is not used or useful, or economically practicable to maintain, enforce or defend;

(f) [reserved];

(g) for purposes of Section 10.6 only, the making of a Permitted Investment or Restricted Payment permitted under Section 10.2;

(h) a disposition to the Borrower or Guarantor, including a Person that is or will become a Guarantor immediately after the disposition;

(i) the disposition of property or assets exchanged for or otherwise replaced by Replacement Assets with a Fair Market Value of at least the amount of property or asset so disposed;

(j) an expenditure of cash or liquidation of Cash Equivalents or other marketable securities disposed of in the open market;

(k) lease, assignment, sublease or similar transaction of any real or personal property in the ordinary course of business;

(l) foreclosure condemnation or any similar action with respect to any property or other assets in connection with Liens permitted under this Agreement;

(m) the creation of and dispositions in connection with a Lien permitted under this Agreement; and

(n) any surrender or waiver of contract rights or the settlement, release or surrender of contract rights or other litigation claims of any kind, including the unwinding of any Hedging Obligations, in the ordinary course of business.

"**Assignment and Assumption Agreement**" means an assignment and assumption agreement substantially in the form of Schedule 15.7 attached hereto.

"**Attributable Debt**" means with respect to any Sale and Leaseback Transaction, the lesser of (i) the Fair Market Value of the asset subject to such transaction and (ii) the present value, discounted at a rate per annum equal to the discount rate inherent in the applicable lease, of the obligations of the lessee for net rental payments (excluding, however, any amounts required to be paid by such lessee, whether or not designated as rent or additional rent, on account of maintenance and repairs, services, insurance, taxes, assessments, water rates or similar charges and any amounts required to be paid by such lessee thereunder contingent upon monetary inflation or the amount of sales) during the remaining term of the lease (as determined in good faith by the Borrower in accordance with IFRS); *provided, however,* that if such Sale and Leaseback Transactions results in a Capitalized Lease Obligation, the amount of indebtedness represented thereby will be determined in accordance with the definition of "Capitalized Lease Obligations."

"**Authorized Officer**" means, in respect of any Person, any director, manager, executive officer or financial officer of such Person and any other officer or similar official thereof responsible for the administration of the obligations of such Person in respect of this Agreement, including any person designated as such by the Borrower pursuant to the certificate of incumbency delivered in accordance with Section 7.1(a), or otherwise.

"**Bail-In Action**" means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

"**Bail-In Legislation**" means, (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

"**Bankruptcy Code**" means, as applicable, Title 11 of the U.S. Code (11 U.S.C. § 101 et seq), as now and hereafter in effect, or any successor statute, and any rule or regulation issued thereunder; *provided, however*, Bankruptcy Code shall not include Chapter 15 of Title 11 of the U.S. Code (11 U.S.C. §§ 1501-32).

"**Bankruptcy Court**" has the meaning specified therefor in the recitals hereto.

"**Bankruptcy Law**" means the Bankruptcy Code, the *Ley de Concursos Mercantiles* of Mexico and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization or similar debtor relief laws of the United States, Mexico, or any other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

"**Borrower**" has the meaning ascribed to such term in the preamble of this Agreement.

"**Borrowing**" means a borrowing of Loans hereunder.

"**Braskem**" has the meaning ascribed to such term in the Restructuring Support Agreement.

"**Braskem America**" means Braskem America, Inc.

"**Braskem Idesa Ethane**" means Braskem Idesa Ethane LLC, a Texas limited liability company.

"**Braskem Idesa Servicios**" means Braskem Idesa Servicios, S.A. de C.V.

"**Braskem Netherlands**" means Braskem Netherlands B.V.

"**Budget Variance Report**" has the meaning ascribed to such term in Section 9.4(b)(vii).

"**Business Day**" means a day other than a Saturday or Sunday on which commercial banks are open for general business in New York, New York and Mexico City, Mexico.

"**Capital Stock**" means, with respect to any Person, any and all shares, interests, participations, quotas or other equivalents (however designated) of capital stock of a corporation, any and all ownership interests in a Person other than a corporation and any and all warrants or options to purchase any of the foregoing.

"**Capitalized Lease Obligations**" means an obligation that is required to be classified and accounted for as a capitalized lease for financial reporting purposes in accordance with IFRS and the amount of Indebtedness represented by such obligation shall be the capitalized amount of such obligation determined in accordance with IFRS.

"**Cash Equivalents**" means, at any time, any of the following:

(1) Mexican Pesos and U.S. Dollars received in the ordinary course of business;

(2) direct obligations of, or unconditionally guaranteed by any country or a state thereof (or any agency or political subdivision thereof, to the extent such obligations are supported by the full faith and credit of the government of such country or a state thereof), maturing not more than one year after such time of purchase, that is rated BBB+ or higher by Moody's or A or higher by S&P or Fitch;

(3) investments in commercial paper of a corporation maturing within two hundred seventy (270) days from the date of acquisition thereof and having, at such date of acquisition, the highest credit rating obtainable from S&P, Fitch or Moody's (but excluding asset-backed investments and any commercial paper issued by a special investment vehicle);

(4) demand deposits, certificates of deposit, time deposits or bankers' acceptances maturing within one year from the date of acquisition thereof issued by (a) any bank organized under the laws of the United States of America or any state thereof or the District of Columbia, (b) any member state of the European Union, and (c) any U.S. branch of a non-U.S. bank having at the date of acquisition thereof combined capital and surplus of not less than U.S. $750 million; and whose long term unsecured Debt Rating of "A+" and "A1" or better by S&P, Fitch or Moody's, respectively (in each case, to the extent rated thereby);

(5) certificates of deposit, bank promissory notes and bankers' acceptances denominated in Pesos, maturing not more than thirty (30) days after the acquisition thereof and issued or guaranteed by any Acceptable Mexican Financial Institution;

(6) demand deposit accounts with any Acceptable Mexican Financial Institution maintained in the ordinary course of business;

(7) any Peso-denominated obligation issued, directly and fully guaranteed or insured by Mexico or any federal agency or instrumentality thereof and maturing not more than one hundred eighty (180) days after the acquisition thereof; provided that the full faith and credit of Mexico is pledged in support thereof;

(8) repurchase obligations with a term of not more than thirty (30) days for underlying securities of the types described in clause (2) above entered into with any bank meeting the qualifications specified in clause (4) above; and

(9) investments in money market funds which invest substantially all of their assets in securities of the types described in clauses (1) through (6) above.

"**Change in Law**" has the meaning ascribed to such term in Section 14.5(a).

"**Change of Control**" means:

(1) other than Braskem S.A., any person or group (each as used in Sections 13(d) and 14(d) of the Exchange Act) that is or becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of more than 50% of the total voting power of the Borrower's Capital Stock; or

(2) Braskem S.A. ceases to have the power to, directly or indirectly, direct the Borrower's management and/or policies, whether through the ownership of voting securities, by contract or otherwise; *provided* that, for the avoidance of doubt, the holding of any shares in the Borrower through a security trust shall not be considered a Change of Control under this clause (2) if Braskem S.A. has the power to, directly or indirectly, direct the management and/or policies of the Borrower.

"**Chapter 11 Cases**" has the meaning specified therefor in the recitals hereto.

"**Charges**" has the meaning ascribed to such term in Section 15.19.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Collateral**" means the following assets, now owned or hereafter acquired, purported to be subject to first priority priming Liens (other than Permitted Specified Liens) in favor of the Secured Parties pursuant to the Collateral Documents, as applicable, subject to the Carve-Out (as defined in the Interim DIP Order): (a) all assets of the Borrower and the Guarantors, including all trust assets, and all residual interests of the Borrower in Terminal Subsidiary (so long as no third-party consent is required on the date hereof for the pledge of such residual interests in Terminal Subsidiary), and (b) all Capital Stock of the Borrower.

"**Collateral Agent**" has the meaning ascribed to such term in the preamble of this Agreement.

"**Collateral Documents**" means the Mexican Security Documents and any other agreement ancillary to the foregoing or entered into by an Obligor that creates or purports to create a Lien for the benefit of the Secured Parties as required hereunder or thereunder and all other instruments, documents and agreements delivered by any Obligor pursuant to this Agreement or any of the other Loan Documents in order to grant to the Collateral Agent, for the benefit of the Secured Parties, a Lien on any Collateral as security for the Obligations.

"**Commitment**" means, as to each DIP Lender, the obligation of such DIP Lender to make, on and subject to the terms and conditions hereof, New Money Loans to the Borrower pursuant to Section 2.1 in an aggregate principal amount up to but not exceeding the amount set forth opposite the name of such DIP Lender on Schedule I or in the Assignment and Assumption Agreement pursuant to which such DIP Lender shall have assumed its commitment, as applicable, subject to any adjustment or reduction pursuant to the terms and conditions hereof. The Commitment of each DIP Lender is allocated between the Interim DIP Amount and the Final DIP Amount as set forth on Schedule I. The initial aggregate amount of the Commitments is U.S. $558,000,000.00. For avoidance of doubt, (i) the aggregate principal amount of the Commitments of each Initial DIP Lender shall be automatically reduced on the date on which any New Money Loans are made by any DIP Lender on a dollar-for-dollar basis based on the principal amount of such New Money Loans, (ii) the aggregate initial principal amount of Interim DIP Loans made by any or all of the DIP Lenders shall not exceed the Interim DIP Amount, (iii) the aggregate initial principal amount of Final DIP Loans made by any or all of the DIP Lenders shall not exceed the Final DIP Amount and (iv)

the initial aggregate amount of the Commitments relates solely to the New Money Loans and no DIP Lender shall have any Commitment in respect of any Roll-Up Loans and the Commitments shall not be reduced by, or applied against, the making of any Roll-Up Loans, which Roll-Up Loans shall be deemed made on a cashless basis in accordance with Section 2.4 in addition to (and not in reduction of) the Commitments.

"**Company**" has the meaning ascribed to such term in the Restructuring Support Agreement.

"**Corrective Action Plan**" means a written plan, approved by the Required DIP Lenders (such approval not being unreasonably withheld, delayed or denied), to correct any failure by an Obligor to comply in all respects with Environmental Law or remove, remedy, compensate, abate, mitigate, contain or otherwise respond to any Material Environmental or Social Incident, and that includes: (a) a description of the issue of material noncompliance or Material Environmental or Social Incident and the proposed actions to correct, and to remedy damages caused by, that material noncompliance, condition or Material Environmental or Social Incident; (b) the assignment of responsibility for implementing those proposed actions; (c) a schedule for implementing those proposed actions to remedy the identified material non-compliance, condition or Material Environmental or Social Incident, including the start date, the end date and key milestones; (d) an estimated cost for implementing those proposed actions or any other costs arising from the material non-compliance, condition or Material Environmental or Social Incident; and (e) proposed actions to reasonably prevent any similar non-compliance, condition or Material Environmental or Social Incident from occurring in the future.

"**Debt Rating**" means, at any time and with respect to any Person and any Rating Agency, the rating (if any) in effect at such time by such Rating Agency with respect to such Person's foreign currency global scale long-term unsecured, non-credit enhanced debt; *provided* that, if any of the Rating Agencies shall change the basis on which ratings are established or the nomenclature for ratings issued by it, each reference to the Debt Rating announced by any Rating Agency, as the case may be, shall refer to the then equivalent rating by such Rating Agency, as the case may be. The ratings in effect for any day are those in effect at the close of business on such day in New York City, New York, United States.

"**Default**" means any event or condition which constitutes an Event of Default or which upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

"**Defaulting DIP Lender**" means any DIP Lender that (a) has failed to (i) fund all or any portion of its Loans pursuant to Section 2.3 unless such DIP Lender notifies the Borrower in writing that such failure is the result of such DIP Lender's determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, or (ii) pay to any DIP Lender any other amount required to be paid by it hereunder within one (1) Business Day of the date when due (unless the payment is being disputed by the DIP Lender in good faith), (b) has notified the Borrower in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect (unless such writing or public statement relates to such DIP Lender's obligation to fund a Loan hereunder and states that such position is based on such DIP Lender's determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) has failed, within three (3) Business Days after written request by the Borrower or the Required DIP Lenders, to confirm in writing to the Borrower that it will comply with its prospective funding obligations hereunder (*provided* that such DIP Lender shall cease to be a Defaulting DIP Lender pursuant to this clause (c) upon receipt of such written confirmation by the Borrower), or (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under the Bankruptcy Code, (ii) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state

or federal regulatory authority acting in such a capacity, or (iii) become the subject of a Bail-In Action; *provided* that none of Braskem S.A. nor any of its Subsidiaries shall be deemed a Defaulting DIP Lender pursuant to this clause (d); *provided, further* that a DIP Lender shall not be a Defaulting DIP Lender solely by virtue of the ownership or acquisition of any Equity Interest in that DIP Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such DIP Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such DIP Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such DIP Lender. Any determination by the Required DIP Lenders that a DIP Lender is a Defaulting DIP Lender under clauses (a) through (d) above shall be conclusive and binding absent manifest error, and such DIP Lender shall be deemed to be a Defaulting DIP Lender upon delivery of written notice of such determination to the Borrower and each DIP Lender (*provided* that the presumption in favor of any such determination by the Required DIP Lenders shall not be deemed a limitation on the right of the Obligors to claim that a DIP Lender is a Defaulting DIP Lender under and pursuant to the terms of this Agreement).

"**Designated DIP Lender**" means Braskem Netherlands.

"**DIP Lender**" or "**DIP Lenders**" means each Person named as a "DIP Lender" on the signature pages hereof and any other Person that shall have become a "DIP Lender" hereunder pursuant to an assignment in accordance with Section 15.7, other than any such Person that ceases to be a party hereto pursuant to any such assignment.

"**DIP Motion**" means the *Debtors' Emergency Motion for Interim and Final Orders (i) Authorizing the Debtors to (a) Obtain Postpetition Financing and (b) Use Cash Collateral; (ii) Granting Liens and Providing Claims with Superpriority Administrative Expense Claims Status; (iii) Granting Adequate Protection to the Prepetition Secured Parties; (iv) Modifying the Automatic Stay; (v) Scheduling a Final Hearing, and (vi) Granting Related Relief*, filed by the Borrower prior to the Effective Date seeking Bankruptcy Court approval of this Agreement and other relief requested thereunder.

"**DIP Orders**" means the Interim DIP Order and, upon entry thereof, the Final DIP Order, as applicable.

"**DIP Superpriority Claims**" means allowed superpriority expense claims pursuant to Bankruptcy Code Sections 364(c)(1), 503 and 507 granted by the DIP Orders.

"**Disbursement Date**" has the meaning ascribed to such term in Section 2.2.

"**Disqualified Stock**" means that portion of any Capital Stock which, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable at the option of the holder thereof), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or is redeemable at the sole option of the holder thereof.

"**Dollars**" or "**U.S. $**" means the lawful currency of the United States.

"**EEA Financial Institution**" means (a) any credit institution or investment firm established in any EEA Member Country that is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country that is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country that is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"**EEA Member Country**" means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"**EEA Resolution Authority**" means any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"**Effective Budget**" means, initially, the Initial DIP Budget and thereafter, the most recent budget for the Borrower and the other Debtors substantially in the form of the Initial DIP Budget for the following 13 calendar weeks delivered by the Borrower and approved in accordance with Section 9.4(a)(iv); *provided* that if the Required DIP Lenders and the Requisite Prepetition Secured Creditors do not approve such Effective Budget in accordance with Section 9.4(a)(iv), the Obligors, the Required DIP Lenders and the Requisite Prepetition Secured Creditors will work in good faith to reconcile the Effective Budget.

"**Effective Date**" has the meaning ascribed to such term in Section 7.1.

"**Eligible Assignee**" means (a) prior to the occurrence of an Event of Default pursuant to Section 12.1(a), any Person (other than a natural person or any holding company or trust established for the primary benefit of a natural person) that is (i) a DIP Lender, an affiliate of any DIP Lender or a Related Fund (any two or more Related Funds being treated as a single Eligible Assignee for all purposes hereof), or (ii) a commercial bank, insurance company, investment or mutual fund or other entity that is an "accredited investor" (as defined in Regulation D under the Securities Act), central bank and which extends credit or buys loans in the ordinary course of business or other regulated or regulating financing institution that is a Qualified Entity or Mexican Financial Institution and (b) after the occurrence of an Event of Default pursuant to Section 12.1(a), any Person other than a natural person (including any holding company or trust established for the primary benefit of a natural person), in the case of each of clause (a) and (b) if the Restructuring Support Agreement is currently in effect and has not been terminated, that is reasonably acceptable to the Required Consenting Creditors (it being understood that each of the Eligible Assignees identified to the Required Consenting Creditors in writing (email being sufficient) prior to the Effective Date is reasonably acceptable to the Required Consenting Creditors); *provided*, none of the Borrower or any of its Subsidiaries or any Defaulting DIP Lender shall be an Eligible Assignee.

"**Eligible Prepetition Claims**" means, with respect to any DIP Lender, the aggregate outstanding principal amount of, together with accrued and unpaid interest on, the secured claims held by such DIP Lender, directly or indirectly, or by any Affiliate, designee or beneficial holder thereof, as of the Petition Date under the Prepetition Financing Documents, in each case in the amount set forth opposite the name of such DIP Lender on Schedule I. For the avoidance of doubt, (a) no claim held by any Person that is not a DIP Lender or an Affiliate, designee or beneficial holder of such DIP Lender and (b) no claim in respect of any Prepetition Indebtedness other than Prepetition Financing Documents, shall constitute an Eligible Prepetition Claim or otherwise be subject to the roll-up contemplated by Section 2.4.

"**Entitled Person**" has the meaning ascribed to such term in Section 15.3(b).

"**Environmental Claim**" means any written notice, claim, administrative, regulatory or judicial action, suit, proceeding, judgment or demand, including those requesting injunctive or equitable relief, or alleging, asserting or initiating a formal investigation or inquiry by or before any applicable Governmental Authority, with respect to any liability arising under, or any noncompliance with, any Environmental Law, including any liability for investigatory costs, corrective, rehabilitation, reclamation or restoration costs, cleanup costs, governmental response costs, contribution, cost recovery, damages to the environment, surface water, groundwater, wetlands, air quality, wildlife, natural resources or other Property, personal injuries, fines or penalties pursuant to any Environmental Law arising out of or based on (a) the presence,

Use, exposure to, or Release or threatened Release of any Hazardous Material at any location, (b) any violation of any Environmental Law or (c) any other environmental or social matter applicable to any Obligor.

"**Environmental Laws**" has the meaning ascribed to such term in Section 8.26(a).

"**Equity Interests**" means any and all shares, interests, participations or other equivalents (however designated) of Capital Stock of a corporation, partes sociales of a Mexican limited responsibility corporation, any and all equivalent ownership interests in a Person, including partnership interests, limited liability company interests, membership interests, trust rights (*derechos fiduciarios*) in a trust, and any and all warrants, rights or options to purchase or other arrangements or rights to acquire any of the foregoing.

"**EU Bail-In Legislation Schedule**" means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

"**Event of Default**" has the meaning ascribed to such term in Section 12.1.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

"**Excluded Taxes**" means, with respect to any Recipient, (i) Taxes imposed on or measured by its overall net income (however denominated), franchise taxes and branch profit taxes imposed on it (in lieu of net income taxes), in each case, by the jurisdiction (or any political subdivision thereof) under the applicable Law of which such Recipient is organized, is considered a resident for tax purposes, or in which its principal office is located or, in the case of any DIP Lender, in which its applicable lending office is located, (ii) Other Connection Taxes, (iii) any Mexican withholding Taxes imposed on amounts payable under any Loan Document to such Recipient in excess of the withholding tax rate that would have been imposed had such Recipient been a Qualified Entity on the date on which the Recipient becomes a Recipient hereunder (or changes its lending office), other than (1) pursuant to a request by the Borrower pursuant to Section 5.1(g) or (2) to the extent that amounts with respect to such Taxes were payable either to the Recipient's assignor immediately before the DIP Lender became a party hereto or to the Recipient immediately before it changed its lending office, (iv) any Taxes attributable to any Recipient's failure to comply with Section 5.1(d), and (v) any United States federal withholding Taxes imposed pursuant to FATCA.

"**Executive Order**" means Executive Order No. 13224 of September 23, 2001 - Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten To Commit, or Support Terrorism.

"**Fair Market Value**" means, with respect to any asset, the price (after taking into account any liabilities relating to such assets) which could be negotiated in an arm's-length free market transaction among non-affiliated Persons, for cash, between a willing seller and a willing and able buyer, neither of which is under any compulsion to complete the transaction; *provided*, that the Fair Market Value of any such asset or assets will be determined conclusively by the management of the Borrower acting in good faith.

"**Fast-Track Solution**" means the loading, storage and transportation of ethane to the Borrower's facilities pursuant to the agreement signed between the Borrower, Smart Pass and Enestas on September 20, 2019, or any other agreement providing for such services to the Borrower's facilities (or any replacement thereof).

"**FATCA**" means (i) Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to

comply with) and any current or future regulations thereunder or official interpretations thereof, (ii) any treaty, law, regulation or other official guidance enacted in any other jurisdiction, or relating to an intergovernmental agreement between the United States and any other jurisdiction which (in either case) facilitates the implementation of the preceding item (i), or (iii) any agreements entered into pursuant to the implementation of the preceding items (i) or (ii) with the United States Internal Revenue Service, the United States Government or any governmental or taxation authority under any other jurisdiction.

"**FCPA**" has the meaning ascribed to such term in Section 8.19.

"**Federal Funds Rate**" means, for any day, the greater of (a) the rate calculated by the Federal Reserve Bank of New York based on such day's Federal funds transactions by depositary institutions (as determined in such manner as the Federal Reserve Bank of New York shall set forth on its public website from time to time) and published on the next succeeding Business Day by the Federal Reserve Bank of New York as the Federal funds effective rate and (b) 0%.

"**Fitch**" means Fitch, Inc.

"**Final DIP Amount**" has the meaning ascribed to such term in Section 2.1.

"**Final DIP Disbursement Date**" means the date on which the Final DIP Loan is funded in accordance with the terms hereof.

"**Final DIP Loans**" has the meaning ascribed to such term in Section 2.1.

"**Final DIP Order**" means a final order of the Bankruptcy Court in the Chapter 11 Cases authorizing and approving this Agreement and the other Loan Documents under Sections 364(c) and (d) of the Bankruptcy Code on a final basis in form and substance reasonably satisfactory to the Required DIP Lenders and the Required Consenting Creditors and otherwise consistent with the Restructuring Support Agreement.

"**Final DIP Order Entry Date**" means the date on which the Final DIP Order is entered by the Bankruptcy Court.

"**Final Roll-Up Loans**" has the meaning ascribed to such term in Section 2.4(a).

"**First Day Pleadings**" has the meaning ascribed to such term in the Restructuring Support Agreement.

"**Government Approval**" means any authorization, approval, consent, franchise, license, order, ruling, permit, certification, waiver, exemption, variance, notice, declaration or similar right, undertaking, claim, order, judgment, or decree of, to or by, or any filing, qualification or registration with, any Governmental Authority, in each case necessary in connection with the ownership, operation, improvement, expansion, financing, maintenance, repair, and/or leasing of any Obligor's respective Properties or facilities, to the extent not (i) routine, (ii) ministerial in nature and (iii) otherwise immaterial to the applicable Property or facility.

"**Governmental Authority**" means the government of Mexico or any other nation or any political subdivision thereof, whether federal, state or local, and any agency, authority, instrumentality, ministry, administrative department, commission, bureau, board, regulatory authority, registry, corporation or other governmental body or entity, judicial or administrative body or court exercising powers or functions pertaining to government (including, without limitation, banking and taxing authorities).

"**Guarantee**" means any obligation, contingent or otherwise, of any Person directly or indirectly guaranteeing any Indebtedness of any other Person, direct or indirect, contingent or otherwise, or entered into for the purpose of assuring in any other manner the obligee of such Indebtedness of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part); provided, however, that the term "guarantee" shall not include endorsements for collection or deposit in the ordinary course of business, and shall not apply to a guarantee of intercompany Indebtedness among the Borrower and its Restricted Subsidiaries or among the Borrower's Restricted Subsidiaries. The term "guarantee" used as a verb has a corresponding meaning.

"**Guarantor Accession Agreement**" means an accession agreement to be entered into by any Person that becomes a Guarantor after the Effective Date, pursuant to which each such Guarantor accedes to this Agreement and assumes all obligations herein as a "Guarantor", which shall be substantially in the form attached hereto as Exhibit C.

"**Guarantors**" means any Subsidiary of the Borrower that becomes a Guarantor in accordance with Section 10.10(b). For avoidance of doubt, the Guarantors as of the Effective Date are Braskem Idesa Ethane and Braskem Idesa Servicios.

"**Guaranty**" means the guaranty set forth in Article XI provided by any Guarantor for the benefit of the DIP Lenders.

"**Hazardous Material**" means: (a) any petroleum or petroleum products or fractions thereof, explosives, radioactive materials, asbestos, urea formaldehyde foam insulation, per- or polyfluoroalkyl substances, and polychlorinated biphenyls (PCBs) and (b) any chemicals, materials, substances or wastes which are defined, listed or regulated as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "extremely hazardous wastes", "restricted hazardous wastes", "toxic substances", "toxic pollutants", "contaminants", "pollutants" or words of similar import and meaning under any applicable Environmental Law.

"**Hedging Obligations**" of any Person means the obligations of such Person pursuant to any interest rate agreement, currency agreement or commodity hedging agreement.

"**HMT**" means His Majesty's Treasury of the United Kingdom.

"**IFRS**" means the International Financial Reporting Standards as adopted by the International Accounting Standards Board, as in effect from time to time.

"**Incur**" means, with respect to any Indebtedness or other obligation of any Person, to create, issue, Incur (including by conversion, exchange or otherwise), assume, guarantee, or otherwise become liable directly or indirectly, contingently or otherwise, in respect of such Indebtedness or other obligation on the balance sheet of such Person (and "**Incurred**" and "**Incurrence**" will have meanings correlative to the preceding).

"**Indebtedness**" means, with respect to any specified Person, any indebtedness of such Person (excluding accrued expenses and trade payables, except as provided in clause (5) below), whether or not contingent:

(1) in respect of borrowed money;

(2) evidenced by bonds, notes, debentures or similar instruments;

(3) all reimbursement obligations of such Person in respect of the face amount of letters of credit or other similar instruments (other than letters of credit or similar credit transactions arising in the ordinary course of business to the extent not drawn upon or, if drawn upon, to the extent repaid within thirty (30) Business Days);

(4) in respect of banker's acceptances;

(5) obligations representing the balance of deferred and unpaid purchase price obligations representing the balance of deferred and unpaid purchase price of any Property or services with a scheduled due date more than six months after such Property is acquired or such services are completed;

(6) without duplication, all Capitalized Lease Obligations and all Attributable Debt of such Person; or

(7) representing the net amount owing under any Hedging Obligations;

if and to the extent any of the preceding items (other than letters of credit) would appear as a liability upon a balance sheet of the specified Person prepared in accordance with IFRS; *provided*, that obligations Incurred in the ordinary course under a take-or-pay contract related to the supply of ethane will not be considered as Indebtedness under this definition. In addition, the term "Indebtedness" includes all Indebtedness of others secured by a Lien on any asset of the specified Person (whether or not such Indebtedness is assumed by the specified Person) and, to the extent not otherwise included, the guarantee by the specified Person of any Indebtedness of any other Person; *provided*, that the amount of such Indebtedness shall be deemed not to exceed the lesser of the amount secured by such Lien and the value of the Person's Property securing such Lien. Notwithstanding the above provisions of this definition, in no event shall (a) any lease, concession or license of Property (or guarantee thereof) which would be considered an operating lease under IFRS as in effect on the Effective Date Incurred prior to the Effective Date or in the ordinary course of business or consistent with past practice, (b) any Subordinated Shareholder Loan, or (c) any exchange of Qualified Capital Stock for a Subordinated Shareholder Loan, constitute Indebtedness.

"**Indemnified Party**" has the meaning ascribed to such term in Section 14.4(a).

"**Indemnified Taxes**" means (a) all Taxes other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of the Borrower under any Loan Document and (b) to the extent not otherwise described in clause (a), Other Taxes.

"**Information**" has the meaning ascribed to such term in Section 15.13.

"**Initial DIP Budget**" means a projected statement of receipts and operating disbursements (including ordinary course operating expenses, non-operating disbursements and bankruptcy expenses) and weekly projected Liquidity for the Borrower and the other Debtors as of the Petition Date for the following 13 calendar weeks, including the anticipated uses of the New Money Loans, in each case acceptable to the DIP Lenders and the Requisite Prepetition Secured Creditors (it being understood that the Initial DIP Budget attached to Interim DIP Order as Schedule 1 is acceptable to the Requisite Prepetition Secured Creditors), attached as Exhibit G hereto and delivered pursuant to Section 7.1(i).

"**Initial DIP Lenders**" means, collectively, Braskem Netherlands and Braskem America.

"**Intellectual Property Rights**" has the meaning ascribed to such term in Section 8.22(a).

"**Interest Payment Date**" means the Scheduled Maturity Date, including any acceleration thereof, and any earlier date on which any or all of the Obligations are required to be repaid or prepaid.

"**Interim DIP Amount**" has the meaning ascribed to such term in Section 2.1.

"**Interim DIP Loans**" has the meaning ascribed to such term in Section 2.1.

"**Interim DIP Order**" means the order of the Bankruptcy Court in the Chapter 11 Cases authorizing and approving this Agreement and the other Loan Documents for an interim period under sections 364(c) and (d) of the Bankruptcy Code, in the form attached as Exhibit I hereto or otherwise in form and substance reasonably satisfactory to the Required DIP Lenders and the Required Consenting Creditors (it being understood that the Interim DIP Order attached to the DIP Motion is reasonably acceptable to the Required Consenting Creditors) and otherwise consistent with the Restructuring Support Agreement.

"**Interim Roll-Up Loans**" has the meaning ascribed to such term in Section 2.4(a).

"**Investment**" means, with respect to any Person, any:

(a) direct or indirect loan, advance or other extension of credit (including, without limitation, a guarantee, an irrevocable capital contribution with respect to a future issuance of equity securities and the purchase of property from a Person subject to an understanding or agreement, contingent or otherwise, to resell such property to such Person) to any other Person (other than advances or extensions of credit to customers in the ordinary course of business);

(b) capital contribution (by means of any transfer of cash or other property to others or any payment for property or services for the account or use of others) to any other Person; or

(c) any purchase or acquisition by such Person of any Capital Stock, bonds, notes, debentures or other securities or evidence of Indebtedness issued by any other Person;

provided, *however*, that "Investment" shall exclude accounts receivable or deposits arising in the ordinary course of business.

If the Borrower or any Restricted Subsidiary sells or otherwise disposes of any Capital Stock of a Restricted Subsidiary (including any issuance and sale of Capital Stock by a Restricted Subsidiary) such that, after giving effect to any such sale or disposition, such Restricted Subsidiary would cease to be a Subsidiary of the Borrower, the Borrower will be deemed to have made an Investment on the date of any such sale or disposition equal to the sum of the Fair Market Value of the Capital Stock of such former Restricted Subsidiary held by the Borrower or any Restricted Subsidiary immediately following such sale or other disposition and the amount of any Indebtedness of such former Restricted Subsidiary Guaranteed by the Borrower or any Restricted Subsidiary or owed to the Borrower or any other Restricted Subsidiary immediately following such sale or other disposition.

"**Judgment Currency**" has the meaning ascribed to such term in Section 15.3(b).

"**Knowledge**" means with respect to any Obligor, the earlier of actual knowledge of, or receipt of notice by, an Authorized Officer of such Obligor with respect to a matter relating to such Obligor's business.

"**Laws**" means, collectively, all international, foreign, federal, state and local or municipal statutes, treaties, rules, guidelines, regulations, ordinances, technical standards (*normas técnicas*), official norms (*normas oficiales mexicanas*), codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements (including all agreements with respect to the resolution of outstanding legal proceedings and investigations) with, any Governmental Authority, in each case whether or not having the force of law.

"**Lending Branch**" means, with respect to any DIP Lender, the office of such DIP Lender as such DIP Lender last designated as its lending branch for purposes of this Agreement by notice to the Borrower.

"**Lien**" means, with respect to any asset, (a) any mortgage, deed of trust, *fideicomiso de garantía y de administración y/o fuente de pago*, *fideicomiso de garantía*, pledge, lien, security interest, encumbrance, conditional sale, charge or security interest in, on or of such asset, or (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing having substantially the same economic effect as any of the foregoing) related to such asset.

"**Liquidity**" means, at any time, an amount equal to the amount of total Unrestricted Cash held by the Borrower and its Subsidiaries that are Guarantors and Debtors.

"**Loan Documents**" means (a) the DIP Orders, (b) this Agreement and each and any other instrument or certificate executed or delivered pursuant thereto or in furtherance thereof and (c) the Collateral Documents.

"**Loans**" means New Money Loans (comprising the Interim DIP Loans and Final DIP Loans) and the Roll-Up Loans.

"**Material Adverse Effect**" means (a) a material adverse effect on the business, financial condition or operations of the Obligors, taken as a whole since the Petition Date but excluding any matters publicly disclosed or otherwise disclosed in writing to the DIP Lenders, in each case prior to the filing of the Chapter 11 Cases and excluding the effect of the filing of the Chapter 11 Cases and the events leading up to the filing of the Chapter 11 Cases; or (b) a material adverse effect on (i) the ability of the Obligors, taken as a whole, to perform their payment obligations under any of the Loan Documents, (ii) the validity or enforceability of any of the Loan Documents against any Obligor, or (iii) the rights and remedies of any DIP Lender under the applicable Loan Documents.

"**Material Environmental or Social Incident**" means an incident or accident relating to the Property of any Obligor in respect of which Environmental Law requires such Obligor to undertake corrective or remedial action and that has the following impacts in any of the categories specified:

(1) on health: death or serious injury or serious health damage;

(2) on society: destruction or material damage to a site or object of cultural or religious significance, serious social conflict within the community, or resettlement of a local population; or

(3) on the environment: serious or material damage to the environment.

"**Maturity Date Extension Conditions**" means (i) that the Borrower shall have delivered to the DIP Lenders a written request to extend the Scheduled Maturity Date in substantially the form attached

hereto as Exhibit J (the "**Maturity Date Extension Request**") and (ii) substantially concurrently with the delivery of the Maturity Date Extension Request, no Default or Event of Default under the Loan Documents shall have occurred and be continuing.

"**Maximum Rate**" has the meaning ascribed to such term in Section 15.19.

"**Mexican Financial Institution**" means a financial institution that qualifies as such pursuant to Article 7 of the Mexican Income Tax Law or any other entity duly authorized by the National Banking and Securities Commission (*Comisión Nacional Bancaria y de Valores* or CNBV), the Bank of Mexico (*Banco de México*), or any other competent Mexican financial authority to extend credit or acquire loan portfolios.

"**Mexican Guarantor**" means each Guarantor incorporated or organized pursuant to the laws of Mexico.

"**Mexican Income Tax Law**" means the *Ley del Impuesto sobre la Renta* published in the *Diario Oficial de la Federación* (Official Gazette of the Federation) on December 11, 2013, as amended, and its applicable regulations.

"**Mexican Non-Possessory Pledge Agreement**" means the non-possessory pledge agreement (*contrato de prenda sin transmisión de posesión*) originally entered into on March 6, 2013, as amended and restated on October 20, 2021, among the Borrower, as pledgor, and Deutsche Bank Trust Company Americas as collateral agent for the benefit of the secured parties thereto, as pledgee, with respect to the Physical Assets.

"**Mexican Non-Possessory Pledge Amendment**" means that certain amendment to the Mexican Non-Possessory Pledge Agreement, for the purpose of introducing the Collateral Agent as first priority pledgee as collateral agent for the benefit of the Secured Parties and giving effect to the priorities established by, and certain other terms and conditions of, the Interim DIP Order, as contemplated by the Interim DIP Order, in the form attached hereto as Exhibit K.

"**Mexican Pesos**" or "**Pesos**" means the lawful currency of Mexico.

"**Mexican Security Amendments**" means the Mexican Non-Possessory Pledge Amendment, the Mexican Share Pledge Amendment and the Mexican Security Trust Amendment.

"**Mexican Security Documents**" means the Mexican Security Trust Agreement, the Mexican Non-Possessory Pledge Agreement, the Mexican Share Pledge Agreement and the Mexican Security Amendments.

"**Mexican Security Trust Agreement**" means the irrevocable security and administration trust agreement (*contrato de fideicomiso irrevocable de garantía y administración*), originally entered into on March 6, 2013 and originally identified as F/1611, as amended and restated on October 20, 2021 and May 13, 2025, among the Borrower and certain other parties, as settlors and second place beneficiaries, the Mexican Security Trustee, as trustee, and Deutsche Bank Trust Company Americas as collateral agent for the benefit of the secured parties thereto, as first priority beneficiary, with respect to the Trust Estate.

"**Mexican Security Trust Amendment**" means that certain amendment to the Mexican Security Trust Agreement, for the purpose of introducing the Collateral Agent as first priority beneficiary as collateral agent for the benefit of the Secured Parties and giving effect to the priorities established by, and certain other terms and conditions of, the Interim DIP Order, as contemplated by the Interim DIP Order, in the form attached hereto as Exhibit L.

"**Mexican Security Trustee**" means Banco Multiva, S.A., Institución de Banca Múltiple, Grupo Financiero Multiva (as successor of CIBanco, S.A., Institución de Banca Múltiple), a Mexican banking institution organized and existing under the laws of Mexico acting as trustee under the Mexican Security Trust Agreement, or any other financial institution that substitutes it as trustee under the Mexican Security Trust Agreement.

"**Mexican Share Pledge Agreement**" means the share pledge agreement (*contrato de prenda sobre acciones*) originally entered into on March 6, 2013, among Braskem, S.A., Etileno XXI S.A de C.V. ("**Etileno XXI**"), as pledgors, and Deutsche Bank Trust Company Americas as collateral agent for the benefit of the secured parties thereto, as pledgee, the Borrower and Braskem Idesa Servicios, with respect to the Pledged Shares.

"**Mexican Share Pledge Amendment**" means that certain amendment to the Mexican Share Pledge Agreement, for the purpose of introducing the Collateral Agent as first priority pledgee as collateral agent for the benefit of the Secured Parties and giving effect to the priorities established by, and certain other terms and conditions of, the Interim DIP Order, as contemplated by the Interim DIP Order, in the form attached hereto as Exhibit M.

"Mexican Tax Documentation" means, if the DIP Lender or any other Recipient is subject to a tax reduction or exemption pursuant to a double taxation treaty to which Mexico is a contracting state, (a) a valid and current tax residence certificate issued by the competent authority of the jurisdiction in which such Recipient is resident (or any equivalent document); *provided* that a tax residence certificate from the immediately preceding fiscal year along with a copy of the receipt of the filing of the latest income tax return may be furnished, together with reasonable evidence of a request for a tax residence certificate for the current fiscal year, which such current year certificate shall be furnished to the Borrower reasonably promptly after receipt; (b) a letter confirming that such Recipient, as applicable, is the beneficial owner of such payment substantially in the form of attached hereto as **Exhibit N**, and (c) if applicable, any other documentation required pursuant to such convention to claim the benefits included therein reasonably requested by the Borrower.

"**Mexican Tax Invoice**" has the meaning ascribed to such term in Section 5.1(i).

"**Mexico**" means the United Mexican States.

"**Milestone**" has the meaning ascribed to such term in the Restructuring Support Agreement.

"**Monthly Reporting Date**" means the last Business Day of each calendar month.

"**Moody's**" means Moody's Investors Service, Inc.

"**Net Cash Proceeds**" means, with respect to any Asset Sale, the proceeds in the form of cash or Cash Equivalents, including payments in respect of deferred payment obligations when received in the form of cash or Cash Equivalents received by the Borrower or any of its Restricted Subsidiaries from such Asset Sale, net of:

(1) out-of-pocket expenses and fees relating to such Asset Sale (including, without limitation, legal, accounting and investment banking fees, brokerage commissions and sales commissions);

(2) taxes paid or payable in respect of such Asset Sale after taking into account any reduction in consolidated tax liability due to available tax credits or deductions and any tax sharing arrangements;

(3) all distributions and other payments required to be made to any minority interest holder in a Subsidiary or joint venture as a result of such Asset Sale; and

(4) appropriate amounts to be provided by the Borrower or any Restricted Subsidiary, as the case may be, as a reserve, against any liabilities associated with such Asset Sale and retained by the Borrower or any Restricted Subsidiary, as the case may be, after such Asset Sale, including, without limitation, pension and other post-employment benefit liabilities, liabilities related to environmental matters and liabilities under any indemnification obligations associated with such Asset Sale, but excluding any reserves with respect to Indebtedness.

"**New Money Loans**" means, collectively, the Interim DIP Loans and the Final DIP Loans made by the DIP Lenders to the Borrower pursuant to Section 2.1. For the avoidance of doubt, the Roll-Up Loans do not constitute New Money Loans and no Roll-Up Loan shall be counted against the aggregate amount of the Commitments.

"**Note**" means a *pagaré*, including the legend "*no negociable*", a Mexican negotiable instrument regulated by the Mexican General Law for Negotiable Instruments and Credit Transactions (*Ley General de Título y Operaciones de Crédito*) substantially in the form of Exhibit A, evidencing the obligation of the Borrower to repay the Loans.

"**Notice of Borrowing**" has the meaning ascribed to such term in Section 2.2.

"**Obligations**" means all New Money Loans, Roll-Up Loans and all other amounts owing to the DIP Lenders pursuant to the terms of this Agreement or any other Loan Document (including with respect to principal, interest fees, indemnification or reimbursement obligations, guaranty obligations or otherwise), whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Obligor or any Affiliate thereof of any proceeding under the Bankruptcy Code (or any similar debtor relief laws) naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding.

"**Obligor**" means the Borrower and each of the Guarantors.

"**OFAC**" means the Office of Foreign Assets Control of the U.S. Department of the Treasury.

"**Officer's Certificate**" means a certificate signed on behalf of the Borrower by an Authorized Officer or manager of the Borrower on or on behalf of any other Person, as the case may be, that meets the requirements set forth herein.

"**Organizational Documents**" means, with respect to any Person, (i) in the case of a corporation organized under the laws of Mexico, its *escritura constitutiva* with its *estatutos sociales*, (ii) in the case of any other corporation, the articles or certificate of incorporation and by-laws (or similar documents) of such Person, (iii) in the case of any limited liability company, the certificate of formation and operating agreement (or similar documents) of such Person, (iv) in the case of any limited partnership, the certificate of formation and limited partnership agreement (or similar documents) of such Person, (v) in the case of

any general partnership, the partnership agreement (or similar document) of such Person and (vi) in any other case, the functional equivalent of the foregoing.

"**Other Connection Taxes**" means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

"**Other Taxes**" has the meaning ascribed to such term in Section 5.2.

"**Pari Passu Debt**" has the meaning ascribed to such term in Section 10.4(b)(xii).

"**Pari Passu Debt Cap**" means U.S. $150,000,000.

"**Participant**" has the meaning ascribed to such term in Section 15.7(b)(iii).

"**Participant Register**" has the meaning ascribed to such term in Section 15.7(c).

"**Patriot Act**" means the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)).

"**Payment Default**" has the meaning ascribed to such term in Section 12.1(e).

"**Permitted Business**" means (i) the business or businesses conducted by the Borrower and its Subsidiaries as of the Effective Date, (ii) any business related to the Terminal and the Terminal Subsidiary, the Fast-Track Solution, and/or the Potential Cracker Expansion, (iii) any business related to the production, purchase and sale of petrochemical products and other activities necessary for the Borrower or any of its Subsidiaries to support their clients, suppliers, logistics and other infrastructure related to such business and (iv) any business reasonably ancillary, complementary, similar or related to the business or businesses provided for in clauses (i) through (iii) above.

"**Permitted Indebtedness**" has the meaning ascribed to such term in Section 10.4(b).

"**Permitted Investment**" means any of the following:

(1) Investments by the Borrower or any Restricted Subsidiary in any Person that is, or that result in any Person becoming, immediately after such Investment, a Restricted Subsidiary or constituting a merger or consolidation of such Person into the Borrower or with or into a Restricted Subsidiary;

(2) Investments acquired from a Person which is merged with or into the Borrower or any Restricted Subsidiary, or any Investment of any Person existing at the time such Person becomes a Restricted Subsidiary;

(3) Investments in the Capital Stock of a Restricted Subsidiary (other than Investments acquired from an Affiliate of the Borrower (other than a Restricted Subsidiary));

(4) Investments by any Restricted Subsidiary in the Borrower;

(5) Investments in cash and Cash Equivalents;

(6) any Investment existing or made pursuant to agreements or arrangements in effect on the Effective Date, or any Investment consisting of an extension, modification or renewal of any Investment in existence as of the Effective Date (but not Investments involving additional advances, contributions or other investments of cash or property or other increases thereof, other than as a result of the accrual or accretion of interest or original issue discount or payment-in-kind pursuant to the terms of such Investment as of the Effective Date);

(7) [reserved];

(8) Investments to the extent made with Capital Stock of the Borrower (other than Disqualified Stock);

(9) [reserved];

(10) Investments received as a result of the bankruptcy or reorganization of any Person or taken in settlement of or other resolution of claims or disputes, and, in each case, extensions, modifications and renewals thereof;

(11) [reserved];

(12) Investments in the form of Hedging Obligations permitted under Section 10.4(b)(v);

(13) receivables owing to the Borrower or any Restricted Subsidiary if created or acquired in the ordinary course of business consistent with past practices and payable or dischargeable in accordance with customary trade terms; *provided* that such trade terms may include such concessionary trade terms as the Borrower or any such Restricted Subsidiary deems reasonable under the circumstances;

(14) payments in respect of insurance or insurance premiums in the ordinary course of business;

(15) [reserved];

(16) payroll, travel, entertainment, relocation and similar advances to employees, directors, officers or consultants that are expected at the time of such advances ultimately to be treated as expenses for accounting purposes and that are made in the ordinary course of business;

(17) loans or advances to, or Guarantees of loans or advances made to, employees, directors, officers or consultants made in the ordinary course of business consistent with past practices of the Borrower or any Restricted Subsidiary of the Borrower in an aggregate principal amount not to exceed U.S. $1,000,000 at any one time outstanding;

(18) Guarantees of Indebtedness permitted under Section 10.7;

(19) Investments in any Person to the extent such Investments consist of prepaid expenses, negotiable instruments held for collection and lease, utility and workers' compensation, performance and other similar deposits made in the ordinary course of business by the Borrower or any Restricted Subsidiary;

(20) Investments in Capital Stock, obligations or securities received in settlement of debts created in the ordinary course of business and owing to the Borrower or any Restricted Subsidiary or in satisfaction of judgments;

(21) Investments that are made in accordance with the Effective Budget (including Permitted Variances thereto); and

(22) other Investments not to exceed U.S. $1,000,000 at any one time outstanding

"**Permitted Liens**" means:

(i) [reserved];

(ii) [reserved];

(iii) [reserved];

(iv) any Lien in favor of the Borrower;

(v) any Lien created for the benefit of or to secure the obligations under this Agreement granted solely for the benefit of the DIP Lenders (or any agent acting on their behalf);

(vi) any Lien existing on the Effective Date and any other Lien created pursuant to the Collateral Documents, which, in each case, shall include those Liens securing the Collateral under the Prepetition Indebtedness;

(vii) Liens for taxes, assessments or governmental charges or levies if such taxes, assessments, governmental charges or levies are not at the time due and payable, or if the same are being contested in good faith by appropriate proceedings and appropriate provisions, if any, have been established as required by IFRS;

(viii) Liens securing judgments for the payment of money not constituting a default under this Agreement if the same are being contested in good faith by appropriate proceedings and appropriate provisions, if any, have been established as required by IFRS;

(ix) [Reserved];

(x) any easements, rights-of-way, restrictions and other similar Liens Incurred in the ordinary course of business which, individually or in the aggregate, are not substantial in amount and which do not in any case materially impair the value of the property subject thereto or interfere with the ordinary conduct of the business of the Borrower;

(xi) any Lien in favor of any owner or licensor over any intellectual property;

(xii) Liens securing Pari Passu Debt permitted to be Incurred pursuant to clause (xii) of the definition of "Permitted Indebtedness", which Liens shall rank pari passu with, and shall not be senior to, the Liens securing the Obligations pursuant to an intercreditor agreement reasonably acceptable to the Required DIP Lenders;

(xiii) any right of set-off or counterclaim expressly provided for pursuant to this Agreement;

(xiv) any Lien to secure Indebtedness permitted to be Incurred pursuant to clause (vi) (to the extent such Lien is limited to the subject matter of such letters of credit, banker's acceptances, performance bonds, appeal bonds, surety bonds, bid bonds and other similar bonds) of the definition of "Permitted Indebtedness"; and

(xv) Liens granted pursuant to any DIP Order (including Liens granted to provide adequate protection and the Carve Out (as defined in the Interim DIP Order).

"**Permitted Specified Liens**" means Permitted Liens other than those described in clauses (vi) and (xiv) of the definition of Permitted Liens.

"**Permitted Variance**" means, during any Testing Period, not more than 15% above the aggregate operating disbursements in the then-Effective Budget.

"**Person**" means any natural person, corporation, *sociedad*, partnership, joint venture, trust, limited liability company, unincorporated organization or Governmental Authority.

"**Petition Date**" means August 17, 2026.

"Petrochemical Complex" means, collectively, (i) the Borrower's 1050 kt/y ethane cracker to produce ethylene based on Technip technology, (ii) two high density polyethylene plants using Ineos Innovene S technology and a low density polyethylene plant using Basell Lupotech T technology integrated with the Petrochemical Complex and (iii) one low density polyethylene plant, having an aggregate capacity of 1050 kt/y.

"**Physical Assets**" means (i) the Borrower's tangible moveable assets located in Nanchital de Lázaro Cárdenas del Río, Veracruz, including any assets and properties that replace any of the foregoing or that become attached, affixed or otherwise accede any of the foregoing, in each case after the Effective Date and (ii) all of the Borrower's polyethylene resin inventory.

"**Plan of Reorganization**" means a plan of reorganization with respect to the Obligors and their Subsidiaries pursuant to the Chapter 11 Cases.

"**Pledged Shares**" means one (1) Series "A" share representative of the Capital Stock of the Borrower owned by Braskem S.A., and one (1) Series "1" share representative of the Capital Stock of Braskem Idesa Servicios owned by Etileno XXI.

"**Potential Cracker Expansion**" means the potential construction of an additional furnace at the Borrower's cracker, including any accessories and polyethylene plant, including any investment necessary at the cracker or polyethylene plants to perform such expansion.

"**Preferred Stock**" means, with respect to any Person, any Capital Stock of such Person that has preferential rights over any other Capital Stock of such Person with respect to dividends, distributions or redemptions or upon liquidation.

"**Prepetition 2029 Indenture**" means that certain Indenture, dated as of December 2, 2019, by and between the Borrower, as issuer, and Deutsche Bank Trust Company Americas, as trustee, and as amended, restated, supplemented or modified from time to time.

"**Prepetition 2029 Notes**" means the U.S. $900,000,000 in the aggregate principal amount 7.450% senior secured notes due 2029 issued by the Borrower under the Prepetition 2029 Indenture, as such amount might be increased in accordance with the Prepetition 2029 Indenture.

"**Prepetition 2032 Indenture**" means that certain Indenture, dated as of October 20, 2021, by and between the Borrower, as issuer, and The Bank of New York Mellon, as trustee, and as amended, restated, supplemented or modified from time to time.

"**Prepetition 2032 Notes**" means the U.S. $1,200,000,000 in the aggregate principal amount 6.990% senior secured notes due 2032 issued by the Borrower under the Prepetition 2032 Indenture, as such amount might be increased in accordance with the Prepetition 2032 Indenture.

"**Prepetition Financing Agreement**" means that certain amended and restated credit agreement, dated as of October 22, 2025, by and among the Borrower, Braskem Idesa Servicios, as Initial Guarantor, Banco Inbursa, S.A., Institución de Banca Múltiple, Grupo Financiero Inbursa, as administrative agent, and the lenders named therein, and as amended, amended and restated, supplemented or modified from time to time.

"**Prepetition Financing Documents**" means (i) the Prepetition Working Capital Facility and the other "Loan Documents" as defined in the Prepetition Working Capital Facility and (ii) the Secured PE Facility Agreement.

"**Prepetition Indebtedness**" means (i) the obligations under the Prepetition Financing Documents, (ii) the Prepetition Financing Agreement, (iii) the Prepetition 2029 Notes and (iv) the Prepetition 2032 Notes.

"**Prepetition Working Capital Facility**" means that certain credit agreement, dated as of March 25, 2026, by and among the Borrower, Braskem Idesa Servicios, as Initial Guarantor and Braskem Netherlands, as Lender, and as amended, amended and restated, supplemented or modified from time to time.

"**Process Agent**" has the meaning ascribed to such term in Section 15.2.

"**Project Property**" means the Petrochemical Complex and the outside battery limits, utilities, manufacturing, logistics facilities and infrastructure related to the Petrochemical Complex and other facilities related to the Petrochemical Complex, located in or around Nanchital de Lázaro Cárdenas del Río, State of Veracruz, Mexico.

"**Property**" means any right or interest in or to Property of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible (including, without limitation, any such property that is subject to any Collateral Document).

"**Purchase Money Indebtedness**" means all obligations of a Person issued or assumed as the deferred purchase price of property, including equipment and property for purposes of construction and development, all conditional sale obligations and all obligations under any title retention agreement due more than six months after such property is acquired and excluding trade payables and other accrued liabilities arising in the ordinary course of business that are not overdue by 30 days or more or are being contested in good faith by appropriate proceedings promptly instituted and diligently conducted.

"**Qualified Capital Stock**" means any Capital Stock that is not Disqualified Stock and any warrants, rights or options to purchase or acquire Capital Stock that is not Disqualified Stock that are not convertible into or exchangeable into Disqualified Stock.

"**Qualified Entity**" means any Recipient or any other recipient (or, in the case of a DIP Lender that acts through a branch or agency, the lending branch of such DIP Lender) of any payment to be made by or on account of any obligation of the Borrower hereunder or under any other Loan Document that (a) is, or after giving effect to the assignment to such Person pursuant to Section 15.7, will be, the effective beneficiary (*beneficiario efectivo*) of the payments made by or on account of any obligation of the Borrower hereunder or any other Loan Document, and (b) is a resident for Tax purposes of a country with which Mexico has entered into a treaty for the avoidance of double taxation that is in effect and meets the requirements to claim a reduced withholding tax rate set forth therein.

"**Rating Agencies**" means Moody's, S&P or Fitch (each, a "**Rating Agency**"). In the event that any of Moody's, S&P or Fitch is no longer in existence or issuing ratings, such organizations may be replaced by a nationally recognized United States securities rating agency or agencies, as the case may be, designated by the Borrower with notice to the DIP Lenders.

"**Recipient**" means the Collateral Agent, a DIP Lender or Participant.

"**Register**" has the meaning ascribed to such term in Section 15.7(d).

"**Related Fund**" means, with respect to any DIP Lender that is an investment fund, any other investment fund that invests in commercial loans and that is managed or advised by the same investment advisor as such DIP Lender or by an Affiliate of such investment advisor.

"**Release**" means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migration of any Hazardous Material into or within the indoor or outdoor environment or any portion thereof, including the movement of such Hazardous Material through ambient indoor or outdoor air, soil, surface water, ground water, wetlands, land or subsurface strata.

"**Replaced DIP Lender**" has the meaning ascribed to such term in Section 14.6(a).

"**Replacement Assets**" means (1) any assets that will be used or useful in a Permitted Business, (2) substantially all the assets of a Permitted Business, or (3) a majority of the voting securities of any Person engaged in a Permitted Business that will become on the date of acquisition thereof a Restricted Subsidiary.

"**Replacement DIP Lender**" has the meaning ascribed to such term in Section 14.6(a).

"**Reporting Date**" means, collectively, each Weekly Reporting Date and each Monthly Reporting Date.

"**Required Consenting Creditors**" has the meaning ascribed to such term in the Restructuring Support Agreement.

"**Required DIP Lenders**" means, at any time, DIP Lenders holding more than 50% of the sum of all outstanding Loans and unused Commitments hereunder at such time; *provided* that for purposes of determining Required DIP Lenders at any time, each Initial DIP Lender shall be deemed to hold Commitments in an amount equal to 50% of the maximum amount of unfunded New Money Loans that

may be subsequently funded hereunder; *provided, further* that the Loans and Commitments of any Defaulting DIP Lender shall be disregarded in the determination of the Required DIP Lenders at any time.

"**Requisite Prepetition Secured Creditors**" has the meaning ascribed to such term in the Interim DIP Order.

"**Resolution Authority**" means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

"**Restricted Payment**" has the meaning ascribed to such term in Section 10.2(a).

"**Restricted Person**" means a Person that is:

(1) in the case of a Person that is an individual, (a) a Sanctions Listed Person, or acting on behalf of a Sanctions Listed Person; (b) resident in, or acting on behalf of, a Person resident in a Sanctioned Country; or (c) otherwise the subject of Sanctions ("subject of Sanctions" signifying a Person with whom a U.S. Person or other national of a Sanctions Authority would be prohibited or restricted by Sanctions from engaging in trade, business or other activities); and

(2) in the case of a Person that is not an individual, (a) a Sanctions Listed Person, or owned or controlled by a Sanctions Listed Person, or acting on behalf of a Sanctions Listed Person; (b) located in, organized under the laws of, or (directly or indirectly) owned or controlled by, or acting on behalf of, a Person located in or organized under the laws of a Sanctioned Country; or (c) otherwise the subject of Sanctions or owned or controlled by a Person that is the subject of Sanctions ("subject of Sanctions" signifying a Person with whom a U.S. Person or other national of a Sanctions Authority would be prohibited or restricted by Sanctions from engaging in trade, business or other activities).

"**Restricted Subsidiary**" means any Subsidiary of the Borrower which at the time of determination is not an Unrestricted Subsidiary.

"**Restructuring Support Agreement**" means that certain Restructuring Support Agreement attached hereto as Exhibit F, dated as of August 17, 2026, among, inter alia, the Debtors, the Required DIP Lenders, and certain additional stakeholders, as may be amended, supplemented or otherwise modified in accordance with the terms and provisions set forth therein.

"**Roll-Up Loans**" has the meaning ascribed to such term in Section 2.4(a).

"**RSA Termination Event**" means that (a) the Restructuring Support Agreement has been terminated and (b) the restructuring transactions contemplated by the Restructuring Support Agreement are not going forward.

"**S&P**" means Standard & Poor's Financial Services LLC, a wholly owned subsidiary of McGraw Hill Financial, Inc., or any successor organization thereto.

"**Sale and Leaseback Transaction**" means the sale or transfer by the Borrower or any of its Subsidiaries of any Project Property to a person (other than the Borrower or any of its Subsidiaries) and the taking back by the Borrower or any of its Subsidiaries, as the case may be, of a lease of such Project Property.

"**Sanctioned Country**" means, at any time, a country, region or territory which is itself the subject or target of any Sanctions (at the time of this Agreement, Cuba, Iran, North Korea, the Crimea region, the so-called Donetsk People's Republic and the so-called Luhansk People's Republic and the Zaporizhzhia and Kherson regions of Ukraine).

"**Sanctions**" has the meaning ascribed to such term in Section 8.18.

"**Sanctions Authorities**" means OFAC, the United States Department of State, the European Union or the competent authorities of each member state of the European Union, HMT and the United Nations Security Council.

"**Sanctions Listed Person**" means, at any time (a) any Person listed in the "Specially Designated Nationals and Blocked Persons" list maintained by OFAC, including persons listed in Section 1 of the Executive Order, or (b) any Person whose Property or interests in Property are blocked or subject to blocking pursuant to Section 1 of the Anti-Terrorism Order, and the Consolidated List of Financial Sanctions Targets maintained by HMT, or any similar Sanctions-related list maintained by, or public announcement of Sanctions designation made by, any of the Sanctions Authorities, including the "*Lista de Personas Bloqueadas*" issued by the Mexican Ministry of Finance and Public Credit (*Secretaría de Hacienda y Crédito Público*).

"**Scheduled Date**" means the date that is six (6) months after the Effective Date; *provided*, that, the Borrower can at its discretion elect, upon the satisfaction of, and subject to, the Maturity Date Extension Conditions, to extend the Scheduled Date for an additional one (1) month (such extension, a "**Maturity Date Extension**").

"**Scheduled Maturity Date**" means the earliest of (a) the Scheduled Date; (b) the dismissal of any of the Chapter 11 Cases, or the conversion of any of the Chapter 11 Cases to a case under Chapter 7 of the Bankruptcy Code; (c) the substantial consummation (as defined in Section 1101 of the Bankruptcy Code) of a chapter 11 plan of the Borrower, and which for the purposes of this clause (c) shall be no later than the "effective date" of a chapter 11 plan of the Borrower which has been confirmed by an order entered by the Bankruptcy Court in any of the Chapter 11 Cases; (d) subject to the Standstill Period, the acceleration of the Obligations and the termination of all Commitments hereunder upon the occurrence of an Event of Default in accordance with the Loan Documents and the DIP Orders; and (e) the consummation of a sale of all or substantially all of the assets of the Borrower pursuant to section 363 of the Bankruptcy Code or otherwise; *provided* that, in each case, if such date is not a Business Day, the Scheduled Maturity Date shall be the immediately succeeding Business Day.

"**Secured Parties**" means the DIP Lenders.

"**Secured PE Facility Agreement**" shall have the meaning given to it in the Restructuring Support Agreement.

"**Securities**" or "**Security**" has the meaning specified in section 2(1) of the Securities Act.

"**Securities Act**" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder from time to time in effect.

"**Solvent**" means, with respect to any Person on a particular date, that on such date (a) the book value of such Person's assets is greater than the total amount of such Person's liabilities (including contingent liabilities), (b) such Person will be able to pay any probable liabilities on its debt as they become absolute and mature, (c) such Person's assets comprise the rights to generate enough liquidity to repay all

its debts and liabilities as they become absolute and mature, (d) such Person will maintain the capital required to support the going concern of its operations and/or (e) if such Person is Mexican, such Person is not insolvent pursuant to Article 2166 of the Mexican Federal Civil Code (*Codigo Civil Federal*) or is not in a generalized default of its payment obligations (*incumplimiento generalizado en el pago de sus obligaciones)* within the meaning of Articles 9, 10 and/or 11 under Mexico's Commercial Insolvency Law (*Ley de Concursos Mercantiles*).

"**Standstill Period**" has the meaning ascribed to such term in the Interim DIP Order.

"**Subordinated Indebtedness**" means, with respect to the Borrower or any Restricted Subsidiary, any Indebtedness of the Borrower or such Restricted Subsidiary, as the case may be, which is expressly subordinated in right of payment to the Loans.

"**Subordinated Loan Agreement**" means (i) the Subordinated Loan Agreement dated March 27, 2013, between Braskem Proyectos (as the successor in its own right to Braskem S.A.) and the Borrower, (ii) the Subordinated Credit Agreement dated March 27, 2013, between Etileno XXI and Grupo Idesa S.A. de C.V. (as the successor in title to Etileno XXI) and the Borrower, (iii) the Subordinated Loan Agreement dated August 13, 2015, between Braskem Netherlands and Braskem Proyectos, and the Borrower, and (iv) the Subordinated Loan Agreement dated August 21, 2021, between Etileno XXI and Grupo Idesa S.A. de C.V., and the Borrower.

"**Subordinated Shareholder Loans**" means Subordinated Indebtedness provided to the Borrower or any Restricted Subsidiary from (i) the direct or indirect shareholders of the Borrower or (ii) any of the wholly owned subsidiaries of the direct or indirect shareholder of the Borrower.

"**Subsidiary**" means, as to any Person, any corporation, association, partnership or other business entity of which more than 50% of the total voting power of shares of Capital Stock or other interests (including partnership interests) entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by (a) such Person, (b) such Person and one or more Subsidiaries of such Person or (c) one or more Subsidiaries of such Person.

"**Taxes**" means any and all present or future taxes (including value added tax), levies, imposts, duties, assessments, deductions, withholdings, fees, charges or withholdings of whatever nature, together with any interest, charges, penalties, inflationary adjustments, enforcement fees, additions to any of the foregoing items or additional amounts imposed or collected by any Governmental Authority.

"**Terminal**" means the land-based ethane import terminal for the receipt and storage of imported cryogenic ethane located in the Coatzacoalcos, State of Veracruz, Mexico, including the pipeline to transport ethane from the Terminal to the Borrower's Petrochemical Complex.

"**Terminal Subsidiary**" means Terminal Química Puerto México, S.A.P.I. de C.V.

"**Testing Period**" means (x) (i) with respect to the first Weekly Reporting Date following the Effective Date, the one-week period ended the Friday prior thereto, (ii) with respect to the second Weekly Reporting Date following the Effective Date, the two-week period ended the Friday prior thereto, (iii) with respect to the third Weekly Reporting Date following the Effective Date, the three-week period ended the Friday prior thereto and (iv) with respect to each Weekly Reporting Date thereafter, the four-week period ended on the Friday prior thereto and (y) with respect to each Monthly Reporting Date, the cumulative calendar day period beginning on the Petition Date and ending on such Monthly Reporting Date.

"**Trust Estate**" means the estate of the trust (*patrimonio del fideicomiso*) created pursuant to the Mexican Security Trust Agreement, including: (a) the Petrochemical Complex, (b) the (i) 225,892 Series "A" shares and 75,299 Series "B" shares representing the Borrower´s capital stock owned by the Mexican Security Trustee and (ii) 49,999 Series "I" shares and 12,425,900 Series "II" shares of Braskem Idesa Servicios' capital stock owned by the Mexican Security Trustee, (c) all rights of each subordinated loan settlor (Grupo Idesa, S.A. de C.V., Braskem Mexico Proyectos, S.A. de C.V. SOFOM E.N.R. ("**Braskem Proyectos**"), Etileno XXI and any other settlor under the Subordinated Loan Agreement), arising from the Subordinated Loan Agreements to which they are a party, except for collection rights that are actually paid out of Restricted Payments permitted under the Financing Documents (as defined under the Mexican Security Trust Agreement), (d) the Put Option Collection Right (as defined under the Mexican Security Trust Agreement) and the proceeds obtained as a result of the exercise of the Put Option Collection Right, (e) any amounts received by the Mexican Security Trustee under any Insurance Policies (as defined under the Mexican Security Trust Agreement) (in relation with the Physical Assets) in which the Mexican Security Trustee is designated as the preferred beneficiary as required under the terms of the financing documents, (f) any funds that at any time are credited to or deposited in the trust accounts, arising from a payment under the Insurance Policies or from the exercise of the Right to Collect under the Put Option (as defined under the Mexican Security Trust Agreement), (g) any other Additional Assets (as defined under the Mexican Security Trust Agreement), and (h) generally, any other property acquired by the Mexican Security Trustee for the benefit of the trust; and any amounts, returns, income, or profits, or any other property that, for any reason, replaces the Trust Estate.

"**UK Financial Institution**" means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

"**UK Resolution Authority**" means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

"**United States**" or "**U.S.**" means the United States of America.

"**Unrestricted Cash**" means, as of any date, the sum of the amount of cash and Cash Equivalents of the Borrower and each Restricted Subsidiary that is a Guarantor and a Debtor, as set forth on the balance sheet of the Borrower and its Restricted Subsidiaries, it being understood that such amount shall exclude in any event (i) any cash or Cash Equivalents identified on such balance sheet as "restricted" (other than cash or Cash Equivalents restricted in favor of the Secured Parties) and (ii) any amount to the extent any use thereof for application to the payment for Indebtedness under the Loan Documents is restricted or prohibited by Law or contract.

"**Unrestricted Subsidiary**" means the Terminal Subsidiary.

"**U.S. Person**" has the meaning ascribed to such term in Regulation S under the Securities Act.

"**Variance**" has the meaning ascribed to such term in Section 9.4(b)(vii).

"**Weekly Reporting Date**" means, commencing with the second full calendar week following the Petition Date and for each calendar week thereafter, the Friday of such calendar week.

"**Working Capital Facility Second Amendment**" means that certain Second Amendment to Working Capital Credit Agreement and Reservation of Rights, dated as of August 15, 2026, by and among the Borrower, Braskem Idesa Servicios, S.A. DE C.V. and Braskem Netherlands.

"**Write-Down and Conversion Powers**" means, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

Section 1.2 Interpretation/Rules of Construction

(a) In this Agreement and each other Loan Document, unless the context clearly requires otherwise (or such other Loan Document clearly provides otherwise), references to (i) the plural include the singular, the singular the plural and the whole the part; (ii) Persons include their respective permitted successors and assigns or, in the case of governmental Persons, Persons succeeding to the relevant functions of such Persons; (iii) agreements (including this Agreement), promissory notes and other contractual instruments include subsequent amendments, assignments, and other modifications thereto, but only to the extent such amendments, assignments or other modifications thereto are not prohibited by their terms or the terms of any Loan Document; (iv) statutes and related regulations include any related rules, official directive, request or guidelines (whether or not having the force of law) of any Governmental Authority and any amendments or successors of same; (v) assets includes present and future properties, revenues and rights of every description; (vi) an authorization includes an authorization, consent, approval, resolution, license, exemption, filing or registration; (vii) a month refers to a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, except that if there is no numerically corresponding day in the month in which that period ends, that period shall end on the last day in that calendar month; and (viii) time shall be a reference to New York City time. Where any provision herein refers to action to be taken by any Person, or which such Person is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such Person.

(b) Where the day on or by which a payment is due to be made under this Agreement or any other Loan Document is not a Business Day, that payment shall be made on or by the next succeeding Business Day in that calendar month (if there is one) or on the preceding Business Day (if there is not).

(c) In this Agreement and each other Loan Document, unless the context clearly requires otherwise (or such other Loan Document clearly provides otherwise), (i) "**amend**" means "amend, restate, amend and restate, supplement or modify"; and "**amended**," "**amending**" and "**amendment**" shall have meanings correlative to the foregoing; (ii) in the computation of periods of time from a specified date to a later specified date, "**from**" means "from and including"; "**to**" and "**until**" means "to but excluding"; and "**through**" means "to and including"; (iii) "**hereof**," "**herein**," "**hereto**" and "**hereunder**" (and similar terms) in this Agreement or such other Loan Document refer to this Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Agreement or such other Loan Document; (iv) "**including**" (and similar terms) means "including without limitation" (and similarly for similar terms); (v) "**or**" has the inclusive meaning represented by the phrase "and/or"; (vi) "**satisfactory to**" any DIP Lender means in form, scope and substance and on terms and conditions satisfactory to such DIP Lender; (vii) references to "**the date hereof**" means the date first set forth above;

and "**debt**" shall include all obligations of any Person for borrowed money, all obligations of any Person evidenced by bonds, debentures, notes or other similar instruments, and all other obligations of any Person in respect of transactions that are accounted for or classified as debt under IFRS.

(d) In this Agreement, unless the context clearly requires otherwise, any reference to (i) an Annex, Exhibit or Schedule is to an Annex, Exhibit or Schedule, as the case may be, attached to this Agreement and constituting a part hereof, and (ii) a Section or other subdivision is to a Section or such other subdivision of this Agreement.

The table of contents and the headings of the articles and sections hereof are for convenience of reference only and shall not affect the meaning or construction of any provision hereof.

ARTICLE II
LOANS; PROCEDURES

Section 2.1 New Money Loans

(a) Subject to the terms and conditions set forth herein (including in Sections 7.1 and 7.2) and relying upon the representations and warranties herein set forth and in the DIP Orders, the DIP Lenders jointly and severally agree to make New Money Loans on the Effective Date (or one Business Day thereafter) and/or the Final DIP Disbursement Date, respectively, to the Borrower denominated in Dollars in an aggregate principal amount equal to the Interim DIP Amount or the Final DIP Amount, as applicable. There shall be no more than two (2) borrowings of New Money Loans with respect to the DIP Lenders' Commitments which borrowings shall consist of (i) loans (the "**Interim DIP Loans**") borrowed in one (1) borrowing on the Effective Date (or one (1) Business Day thereafter) in an aggregate principal amount of U.S. $230,000,000.00 (the "**Interim DIP Amount**"), which shall be made by any or all of the DIP Lenders in accordance with Section 2.1(b) and (ii) loans (the "**Final DIP Loans**") borrowed in one (1) Borrowing in an aggregate principal amount of U.S. $49,000,000.00 (the "**Final DIP Amount**") on the Final DIP Disbursement Date, which shall be made by any or all of the DIP Lenders in accordance with Section 2.1(b). Each DIP Lender's Commitment to make Loans hereunder shall (i) be automatically and permanently reduced by (x) the Interim DIP Amount upon funding of the Interim DIP Loans and (y) the Final DIP Amount upon funding of the Final DIP Loans, and (ii) shall terminate immediately and automatically after the making of the Final DIP Loans on the Final DIP Disbursement Date, in the case of each of clause (i) and (ii), regardless of which DIP Lender advanced the Interim DIP Loans or Final DIP Loans, as applicable. Any principal amount of the Loans which are repaid or prepaid may not be reborrowed. For the avoidance of doubt, the Roll-Up Loans shall be deemed made in accordance with Section 2.4 in addition to, and shall not reduce or be counted against, the New Money Loans or the Commitments.

(b) Subject to the joint and several obligation of the DIP Lenders to make New Money Loans to the Borrower pursuant to Section 2.1(a), the DIP Lenders shall, in their sole discretion, determine the amount of Interim DIP Loans and Final DIP Loans advanced by a DIP Lender; *provided* that, subject to the terms and conditions set forth herein, the full Interim DIP Amount shall be funded on the Effective Date (or one (1) Business Day thereafter) and the full Final DIP Amount shall be funded on the Final DIP Disbursement Date. The Designated DIP Lender shall use commercially reasonable efforts to notify the Borrower of the amount of Interim DIP Loans and the Final DIP Loans advanced by each DIP Lender.

Section 2.2 Notice of Intention and Commitment to Borrow

If the Borrower wishes to borrow New Money Loans hereunder, subject to Section 7.2(e), it shall give each DIP Lender a notice, substantially in the form set forth in Exhibit B (each, a "**Notice of Borrowing**") not later than 12:00 PM (Mexico City time) at least one (1) Business Day prior to the date of

the proposed Borrowing, specifying the following: (a) the proposed date of borrowing (each, a "**Disbursement Date**"), which must be a Business Day, (b) whether the requested borrowing is to be of Interim DIP Loans or Final DIP Loans, (c) the amount to be borrowed of such proposed New Money Loans and (d) the account to which the net proceeds of the New Money Loans (after payment of any fees and/or expenses payable as of the relevant Disbursement Date) should be credited. The giving of a Notice of Borrowing shall constitute the Borrower's irrevocable commitment to borrow the amount specified in such Notice of Borrowing on the relevant Disbursement Date. Any notice received after 12:00 PM (Mexico City time), shall be deemed to be received on the next succeeding Business Day. For avoidance of doubt, no Notice of Borrowing shall be required in respect of any Roll-Up Loans.

Section 2.3 Disbursement

No later than 10:00 a.m. (Mexico City time) on the relevant Disbursement Date, the relevant DIP Lenders shall, subject to the conditions set forth herein, make available to the Borrower an amount equal to the Interim DIP Amount or the Final DIP Amount, as applicable, in funds settled through the New York Clearing House Interbank Payments System or such other same day funds as the DIP Lenders may at the time determine to be customary for the settlement in New York City of international banking transactions denominated in Dollars, by deposit to the account specified by the Borrower pursuant to Section 2.2. The Borrower shall be deemed to have given a Notice of Borrowing as of (i) the Effective Date with respect to the Interim Roll-Up Loans (subject to entry of the Interim DIP Order) and (ii) the Final DIP Disbursement Date, with respect to the Final Roll-Up Loans (subject to entry of the Final DIP Order).

Section 2.4 Roll-Up Loans

(a) (i) Upon the Effective Date (or one Business Day thereafter), each DIP Lender which advanced Interim DIP Loans on such date shall be deemed to have advanced additional loans (such loans, the "**Interim Roll-Up Loans**"), in an aggregate principal amount for all such DIP Lenders equal to U.S. $103,914,544.80, and an amount of Eligible Prepetition Claims that equals such amount, held by such DIP Lender, directly or indirectly, or by any Affiliate, designee or beneficial holder thereof, will be deemed to have been converted on a cashless, dollar-for-dollar basis, and such Interim Roll-Up Loans shall be deemed made in accordance with its respective ratable share of the aggregate amount of the Interim Roll-Up Loans advanced by it and (ii) upon the Final DIP Disbursement Date, each DIP Lender which advanced Final DIP Loans on such date shall be deemed to have advanced additional loans (such loans, the "**Final Roll-Up Loans**" and, together with the Interim Roll-Up Loans, the "**Roll-Up Loans**"), in an aggregate principal amount for all such DIP Lenders equal to U.S. $25,978,636.20, and an amount of Eligible Prepetition Claims that equals such amount, held by such DIP Lender, directly or indirectly, or by any Affiliate, designee or beneficial holder thereof, will be deemed to have been converted on a cashless dollar-for-dollar basis, and such Final Roll-Up Loans shall be deemed made in accordance with its respective ratable share of the aggregate amount of the Final Roll-Up Loans advanced by it. Any principal amount of the Roll-Up Loans which are repaid or prepaid may not be reborrowed.

(b) Only Eligible Prepetition Claims held by DIP Lenders, directly or indirectly, or by any Affiliate, designee or beneficial holder thereof, shall be eligible to be exchanged for or converted into Roll-Up Loans. No holder of any Prepetition Indebtedness (other than a DIP Lender in respect of the Eligible Prepetition Claims it holds directly or indirectly, or that is held by any of its Affiliates, designees or beneficial holders), and no holder of any other prepetition claim against any Obligor, shall be entitled to have any claim rolled up, exchanged for or converted into a Roll-Up Loan or to receive any other treatment under this Section 2.4(a). If any DIP Lender is a Defaulting DIP Lender or the full Interim DIP Amount is not funded on the Effective Date (or one (1) Business Day thereafter) or the full Final DIP Amount is not funded on the Final DIP Disbursement Date, none of the Eligible Prepetition Claims of such DIP Lender or such DIP

Lender's Affiliate, designee or beneficial holder shall be converted into Roll-Up Loans in respect of the Interim DIP Amount or Final DIP Amount, as applicable, so unfunded.

(c) Upon the deemed making of Roll-Up Loans as set forth in (a), (i) the Eligible Prepetition Claims so converted shall be deemed irrevocably cancelled, extinguished, waived, and no longer outstanding under the Prepetition Financing Documents and shall thereafter constitute Obligations under this Agreement, (ii) the Roll-Up Loans of each DIP Lender shall be recorded by the Borrower in the Register in accordance with Section 3.1(c) and (iii) no cash proceeds shall be advanced to, or received by, the Borrower in respect of such Roll-Up Loans. The failure of the Borrower to make any such recordation, or any error in such recordation, shall not affect the deemed making of such Roll-Up Loans or the Obligations of the Obligors in respect thereof.

(d) Except as expressly provided herein or in the DIP Orders, the Roll-Up Loans shall (i) constitute Obligations secured by the Collateral and entitled to the benefit of the DIP Superpriority Claims on a pari passu basis with the New Money Loans, (ii) be subject to the application of payments and prepayments set forth in Sections 3.4 and 6.2, (iii) bear interest as provided in Section 4.1, and (iv) be subject to the representations and warranties, covenants, Events of Default and remedies set forth herein to the same extent as the New Money Loans. No commitment fee or other fee payable pursuant to Section 4.3 shall accrue or be payable in respect of the Roll-Up Loans.

Section 2.5 Evidence of Debt.

(a) Each New Money Loan and each Roll-Up Loan shall be evidenced by a separate Note payable to the applicable DIP Lender. Each Note shall be executed by the Borrower as issuer (*suscriptor*) and delivered to the applicable DIP Lender on the relevant Disbursement Date. Each DIP Lender shall, promptly following the Scheduled Maturity Date (as may be extended pursuant to a Maturity Date Extension), return its original Notes (if any) to the Borrower.

(b) Upon any assignment or participation made pursuant to Section 15.7 hereof, the Borrower shall execute and deliver new Notes within ten (10) Business Days of such assignment or participation.

(c) Without limitation of any other provision of this Section 2.5, if the Borrower is required pursuant to the terms of this Agreement, as a result of any of the events described hereunder or otherwise as may be necessary to accurately reflect the terms of the Loans, to deliver new Notes to any DIP Lender (or any assignee or participant thereof), such DIP Lender shall promptly deliver the applicable existing Note (or a lost affidavit and indemnity in customary form and reasonably acceptable to the Borrower) to the Borrower.

(d) The mutilation, loss, theft or destruction of a Note shall not imply or be deemed to constitute a cancellation of any debt, any Loan or of any other obligation under or in respect of this Agreement, even if any such event has occurred due to acts attributable to the corresponding DIP Lender. If a Note is mutilated, the Borrower shall issue and deliver a new Note of the same principal amount and maturity as the mutilated Note; *provided* that such mutilated Note shall be returned to the Borrower. If a Note is lost, stolen or destroyed, the Borrower shall, within ten (10) Business Days of the written request of the relevant DIP Lender, issue and deliver to the corresponding DIP Lender a new Note of the same principal amount and maturity as the lost, stolen or destroyed Note in exchange for a lost note affidavit and indemnity in customary form and reasonably acceptable to the Borrower, without requiring any further action from such DIP Lender that may be relevant according to applicable Law (except as set forth in Section 2.5(c)), including the procedure set forth in Articles 44 and 45 of the Mexican General Law for Negotiable Instruments and Credit Transactions (*Ley General de Títulos y Operaciones de Crédito*); *provided* that, nothing herein shall limit in any way the rights of the Borrower to pursue the promissory note cancellation process set forth under

applicable Law, nor limit in any way any obligation of the Lender to carry out any actions required from the Lender in connection with such process, in each case, at the applicable Lender's cost.

(e) In the event that any conflict arises between the provisions of this Agreement and the terms of any Note, the provisions of this Agreement shall govern; *provided*; *however* that the foregoing shall be without prejudice to the action and remedies that the applicable Lender may have under any Mexican law or any other applicable jurisdiction.

(f) The entries made in the records maintained pursuant to clause (b) of Section 3.1 shall be *prima facie* evidence of the existence and amounts of the obligations recorded therein; *provided* that the failure of any DIP Lender to maintain such records or any error therein shall not in any manner affect the obligation of the Borrower to repay the Loans in accordance with the terms of this Agreement.

ARTICLE III
REPAYMENT

Section 3.1 Repayment of Principal

(a) Except as otherwise provided in Section 3.5, on the Scheduled Maturity Date, the Borrower shall repay to each DIP Lender, the aggregate principal amount of such DIP Lender's New Money Loans and Roll-Up Loans outstanding on such date, together with such DIP Lender's ratable portion of all other Obligations.

(b) Each DIP Lender shall maintain in accordance with its usual practice records evidencing the debt of the Borrower to such DIP Lender resulting from the Loans made by such DIP Lender, including the amounts of principal and interest payable and paid to such DIP Lender from time to time hereunder.

(c) The Borrower shall maintain a Register in which it shall record: (i) the name, address and taxpayer identification number, if any, of each of the DIP Lenders; (ii) the date of disbursement of each Loan; (iii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each DIP Lender hereunder; (iv) the amount of any sum received by each DIP Lender hereunder; and (v) any assignment made in accordance with the provisions of Section 15.7.

Section 3.2 Optional Prepayments

The Borrower may prepay any Loan made to it at any time in whole or in part in an amount that is at least U.S. $1,000,000 or a larger multiple of U.S. $250,000 in excess thereof. If the Borrower wishes to make such a prepayment, the Borrower shall (i) on or before the third (3rd) Business Day prior to the date it wishes to designate for such prepayment, give each DIP Lender notice of such date, the aggregate principal amount to be prepaid on such date (it being understood that all prepayments shall be applied in accordance with Section 3.4 and Section 6.2) and (ii) be obligated to reimburse the DIP Lenders in connection with such prepayment pursuant to Section 14.3. Such notice shall constitute the Borrower's irrevocable commitment to prepay such amount of such Loans on such date, together with interest accrued thereon to such date. Upon the giving of any such notice, the principal amount of the Loans specified in such notice shall become due and payable on the prepayment date specified therein. Such notice shall be accompanied by evidence reasonably satisfactory to the Required DIP Lenders that any governmental approvals necessary for such prepayment have been obtained. For the avoidance of doubt, no fee shall be payable by the Borrower in respect of any optional prepayment of the Loans made pursuant to this Section 3.2.

Section 3.3 Mandatory Prepayments

(a) Immediately, upon receipt by the Borrower or any of its Subsidiaries of Net Cash Proceeds to the extent that such Net Cash Proceeds, when accumulated, equal or exceed U.S. $1,000,000, the Borrower shall prepay the Loans plus accrued and unpaid interest thereon to the date of repayment by applying 100% of such Net Cash Proceeds to repay such Loans plus accrued and unpaid interest thereon on a pro rata basis.

(b) Upon the issuance or incurrence by the Borrower or any of its Subsidiaries of any Indebtedness (other than Permitted Indebtedness), the Borrower shall prepay on the date of receipt of the proceeds of such Indebtedness the Loans plus accrued and unpaid interest thereon to the date of repayment by applying 100% of the proceeds of such issuance or incurrence of Indebtedness to repay such Loans plus accrued and unpaid interest thereon on a pro rata basis.

Section 3.4 Application of Prepayments

Notwithstanding anything herein to the contrary, in connection with any prepayment under (a) Section 3.2 or (b) Section 3.3, such prepayments shall be applied *pro rata* among the DIP Lenders with respect to the Loans then outstanding. Whenever any prepayment to be made under Sections 3.2 or 3.3 shall be stated to be due on a day that is not a Business Day, such payment shall be made on the next succeeding Business Day and such extension of time shall be included in the computation of the payment of interest hereunder or of the commitment fees payable hereunder.

Section 3.5 Exit Consideration

As provided in the Restructuring Support Agreement and the Final DIP Order, upon the effectiveness of an Acceptable Reorganization Plan, in lieu of repayment in cash of the Obligations, each DIP Lender agrees that it will instead receive consideration as set forth in the Acceptable Reorganization Plan in exchange for the Obligations, upon the first date on which such Acceptable Reorganization Plan is consummated and becomes effective, subject to the following:

(a) each DIP Lender shall have assumed and/or acquired the same respective rights and obligations as set forth in the Acceptable Reorganization Plan in place of the rights and obligations under this Agreement;

(b) the Loans hereunder (and all accrued interest and fees) shall be satisfied in full through payment of the consideration set forth in the Acceptable Reorganization Plan; and

(c) with respect to the Loans, this Agreement and all Obligations hereunder with respect thereto shall terminate and be superseded and replaced in accordance with the Acceptable Reorganization Plan (other than Obligations that survive in accordance with their terms, and provided that all fees and expenses of the Collateral Agent and the DIP Lenders under this Agreement shall have been paid in full in cash).

For the avoidance of doubt, the parties acknowledge that the tax characterization of the consideration received in exchange for the Obligations as set forth in the Plan of Reorganization appended to the Restructuring Support Agreement (whether as interest, penalty, capital gain or otherwise) shall be determined in accordance with applicable Law, including the Mexican Income Tax Law, and any applicable withholding or gross-up obligations under Section 5.1 shall apply to such consideration to the extent any withholding or deduction with respect thereto is for or on account of an Indemnified Tax.

ARTICLE IV
INTEREST AND FEES

Section 4.1 General

(a) Interest shall accrue on each outstanding Loan, from the date of the borrowing of such Loan until repaid, at a rate *per annum* equal to 10%, to be paid in kind (in lieu of cash payment), as set forth in Section 4.1(b).

(b) Except as otherwise expressly provided herein, accrued interest shall be payable on each Interest Payment Date. At any moment prior to the Interest Payment Date, the Borrower shall pay-in-kind (in lieu of cash payment) all interest accrued from the initial borrowing of such Loan to such Interest Payment Date in respect of all Loans (the "**PIK Interest Amount**"), in which case, on and as of such Interest Payment Date, an amount equal to the PIK Interest Amount in respect of such Loans for such period shall be automatically capitalized and added to the then-outstanding principal amount of such Loans. For the avoidance of doubt, the Borrower acknowledges and agrees that it is the sole obligor to calculate and pay to the Mexican tax authorities any withholding or deduction obligations under this Agreement, if any.

Section 4.2 [Reserved]

Section 4.3 Fees

The Borrower agrees to pay to the Designated DIP Lender (i) upon funding of the Interim DIP Loans, a commitment fee equal to 0.50% of U.S. $230,000,000.00 (the "**Interim Commitment Fee**"), and (ii) on the Final Disbursement Date, a commitment fee equal to 0.50% of U.S. $49,000,000.00 (the "**Final Commitment Fee**"). Each of the Interim Commitment Fee and the Final Commitment Fee shall be capitalized and added to the then-outstanding principal amount of the Interim DIP Loans. The Interim Commitment Fee shall be earned, due and paid in full on the date of funding the Interim DIP Loans and the Final Commitment Fee shall be earned, due and paid in full on the Final Disbursement Date.

ARTICLE V
TAXES

Section 5.1 No Withholding; Gross Up

(a) Any and all payments by or on account of any obligation of the Borrower or by the Guarantors hereunder or under any other Loan Document shall be made free and clear of and without any withholding or deduction for or on account of any Taxes, except as required by applicable Law. If the Borrower shall be required by applicable Law to withhold or deduct any Taxes from such payments, then (i) the Borrower or the Guarantor, as applicable, shall make such withholdings or deductions, (ii) the Borrower or the Guarantor, as applicable, shall pay the full amount so withheld or deducted to the relevant Governmental Authority in accordance with applicable Law and (iii) if such Tax is an Indemnified Tax, the sum payable shall be increased as necessary so that after making all such required withholdings or deductions (including withholdings or deductions applicable to additional sums payable under this Section 5.1) the applicable DIP Lender or other Recipient receives an amount equal to the sum it would have received had no such withholdings or deductions been made.

(b) The Borrower shall indemnify each DIP Lender and each other Recipient within ten (10) Business Days after written demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section 5.1) payable or paid by such DIP Lender or other Recipient, as the case may be, and any penalties, interest and reasonable

expenses arising therefrom or with respect thereto plus interest thereon for each day from (and including) the day of delivery to the Borrower of a request for such payment to (but excluding) the date of actual reimbursement at a rate *per annum* equal to the interest rate then applicable to the Loans, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by a DIP Lender or other Recipient shall be conclusive absent manifest error.

(c) As soon as reasonably practicable after any payment of Indemnified Taxes by or on account of the Borrower or any Guarantor to a Governmental Authority, to the extent available and so requested by the Required DIP Lenders or the Collateral Agent, as applicable, the Borrower shall deliver to the DIP Lenders or the Collateral Agent, as applicable, official Tax receipts evidencing such payment or certified copies thereof or any substitute thereof reasonably satisfactory to the Required DIP Lenders or the Collateral Agent, as applicable, evidencing such payment.

(d) Each DIP Lender and each other Recipient (other than a Mexican Financial Institution), as the case may be, shall, at the request of the Borrower, furnish the Borrower with (i) the Mexican Tax Documentation on or prior to the date any interest under the Loan Documents becomes due and payable or is paid, whichever occurs first, and (ii) the Mexican Tax Invoice. Each DIP Lender (other than a Mexican Financial Institution) agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower in writing of its legal inability to do so. Notwithstanding anything to the contrary in the preceding sentence, the completion, execution and submission of such documentation (other than the documentation set forth in clauses (a) and (b) of the definition of Mexican Tax Documentation and the Mexican Tax Invoice) shall not be required if in such DIP Lender's or other Recipient's judgment such completion, execution or submission would subject such DIP Lender or other Recipient to an unreimbursed cost or expense or would prejudice the legal or commercial position of such DIP Lender or other Recipient.

(e) If a payment made to a DIP Lender or other Recipient under any Loan Document would be subject to any United States federal withholding Tax imposed by FATCA or such DIP Lender or other Recipient were to fail to comply with the applicable reporting requirements of FATCA, such DIP Lender or other Recipient shall deliver to the Borrower at the time or times prescribed by applicable Law and at such time or times reasonably requested by the Borrower such documentation prescribed by applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower as may be necessary for the Borrower to comply with its obligations under FATCA or to determine that such DIP Lender or other Recipient has complied with such DIP Lender's or other Recipient's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Notwithstanding anything to the contrary in this Section 5.1(e), no DIP Lender or other Recipient shall be required to deliver any documentation that it is not legally eligible to deliver.

(f) If any DIP Lender or other Recipient reasonably determines that it has received a refund of any Taxes as to which it has been indemnified by the Borrower or with respect to which the Borrower has paid additional amounts pursuant to this Article V, it shall pay to the Borrower an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrower under this Article V with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses of such DIP Lender or other Recipient, as the case may be, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); *provided* that the Borrower, upon the request of such DIP Lender or other Recipient, as applicable, agrees to repay the amount paid over to the Borrower (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to such DIP Lender or other Recipient in the event such DIP Lender or other Recipient is required to repay such refund to such Governmental Authority. For the avoidance of doubt, the term "refund" in this context includes a tax credit in lieu of a Tax refund, which (i) is attributable to an increased payment pursuant to

Section 5.1(a) or (b) and (ii) any DIP Lender or other Recipient has actually realized as a reduction to its cash Tax liability, as reasonably determined by such DIP Lender or other Recipient. Notwithstanding anything to the contrary in this paragraph (f), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (f) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This paragraph shall not be construed to require any indemnified party to make available its tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(g) If the Borrower is required to pay any Indemnified Taxes or additional amounts to any DIP Lender or any Governmental Authority for the account of any DIP Lender pursuant to Section 5.1(a) or (b) (other than Indemnified Taxes that are Mexican withholding Taxes imposed on amounts payable under any Loan Document to such DIP Lender up to the withholding Tax rate that would have been imposed in respect of such DIP Lender as a Qualified Entity on the date on which the DIP Lender became a DIP Lender hereunder), then such DIP Lender shall (at the request of the Borrower) use reasonable efforts (consistent with its internal policy and legal and regulatory restrictions) to designate a different Lending Branch or to assign its rights and obligations under the Loan Documents to another of its offices, branches or affiliates, if such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 5.1(a) or (b) in the future, and (ii) would not subject such DIP Lender to any unreimbursed cost or expense and would not, in the reasonable judgment of such DIP Lender, otherwise be disadvantageous to such DIP Lender. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any DIP Lender in connection with any such designation.

(h) In the case of a DIP Lender or other Recipient that is resident for tax purposes in Mexico, such DIP Lender or other Recipient shall issue a Mexican tax invoice (*Comprobante Fiscal Digital por Internet*) complying with the applicable requirements set forth under the Federal Fiscal Code (*Código Fiscal de la Federación*) and any other applicable provision of Law, including, if any, applicable Value Added Tax (*Impuesto al Valor Agregado*).

(i) In the case of any DIP Lender or other Recipient that is not resident for tax purposes in Mexico, the Borrower shall, as Mexican withholding agent, issue, for each interest, fee or other payment made to such DIP Lender or other Recipient under any Loan Document, the draft of a Mexican tax invoice in accordance with Rule 2.7.1.14. of the Administrative Tax Regulations (*Resolución Miscelánea Fiscal*) in force (or any successor provision thereof) complying with the applicable requirements set forth under the Federal Fiscal Code (*Código Fiscal de la Federación*) and the Administrative Tax Regulations (*Resolución Miscelánea Fiscal*). No later than ten (10) Business Days after the draft made available by the Borrower to such DIP Lender or other Recipient, such DIP Lender or other Recipient will review and issue the definitive version of the tax invoice to the Borrower. The Mexican tax invoice drafted and issued in accordance with this Section 5.1(i) is the "**Mexican Tax Invoice**."

Section 5.2 Other Taxes

The Borrower shall pay any present or future registration or transfer taxes, stamp duties, court or documentary taxes, intangible, recording filing or similar taxes or any other excise or Property taxes, charges or similar levies (together with any interest, charges, inflationary adjustments, penalties, enforcement fees, additions to tax and additional amounts) that arise from any payment made under this Agreement or any other Loan Document, or from the execution, delivery, enforcement, registration or performance thereof (collectively, "**Other Taxes**"), except any such Taxes, duties or levies that are Other

Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 14.6).

ARTICLE VI
PAYMENTS; COMPUTATIONS

Section 6.1 Making of Payments

Except to the extent otherwise stipulated in this Agreement or in any other Loan Document, each payment by the Borrower or any Guarantor under the Loan Documents shall be made in Dollars, without setoff or counterclaim, in funds settled through the New York Clearing House Interbank Payments System or such other same day funds as the Required DIP Lenders may at the time determine to be customary for the settlement in New York City of international banking transactions denominated in Dollars, by 11:00 a.m. (Mexico City time) on the date such payment is due, to each DIP Lender, *pro rata* in accordance with the amounts owed to it pursuant to the terms hereof, by deposit to the account that such DIP Lender may have last designated by notice to the Borrower. Any amounts received after such time on any date may, in the discretion of the applicable DIP Lender, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon.

Section 6.2 Application and Distribution of Payments

All payments received by the DIP Lenders from an Obligor pursuant to the Loan Documents shall, regardless of the application designated by such Obligor, be applied in the following order, and within each category ratably among the DIP Lenders entitled thereto in accordance with the respective amounts then owed to them in such category:

(a) first, to payments to the Collateral Agent and any DIP Lenders in respect of any amounts due and owing to them under Article XIV;

(b) second, ratably to payments to the DIP Lenders in respect of any interest due and owing on the Loans (including overdue interest and, to the extent permitted by law, interest on overdue interest);

(c) third, ratably to payments to the DIP Lenders in respect of any principal of the Loans then due and owing; and

(d) fourth, to payments of any additional amounts that are due and owing to the DIP Lenders hereunder.

Section 6.3 Pro Rata Treatment

Except to the extent otherwise provided herein (including Sections 2.4, 3.4, and 6.2), (a) each termination or reduction of a Commitment shall be applied to the respective Commitment of the DIP Lenders *pro rata* according to the amounts of their respective Commitments; (b) each payment or prepayment of principal of Loans hereunder shall be made for account of the DIP Lenders *pro rata*, within the New Money Loans and/or Roll-Up Loans, as applicable, in accordance with the unpaid principal amounts of such Loans owed to the respective DIP Lenders; and (c) each payment of interest on the Loans hereunder shall be made for account of the DIP Lenders *pro rata*, within the New Money Loans and/or Roll-Up Loans, as applicable, in accordance with the amounts of interest on such Loans then due and payable to the respective DIP Lenders.

Section 6.4 Sharing of Payments

If any DIP Lender at any time obtains total or partial payment by or on behalf of the Obligors of any amount payable hereunder other than in accordance with Sections 6.2 and 6.3 (including by exercising a right of setoff, banker's lien or counterclaim), such DIP Lender shall forthwith purchase from the other DIP Lenders such participations in the Loans made by such other DIP Lenders as shall be necessary to cause such purchasing DIP Lender to share such amount ratably with such other DIP Lender in accordance with the provisions of Sections 6.2 and 6.3; *provided,* that, if all or any portion of such amount is thereafter recovered from such purchasing DIP Lender, the purchase shall be rescinded and the purchase price shall be restored to the extent of such recovery, but with such adjustments of interest as shall be equitable. Any DIP Lender so purchasing a participation from another DIP Lender pursuant to this Section may, to the fullest extent permitted by law, exercise all its rights of payment with respect to such participation as fully as if such DIP Lender were the direct creditor of each of the Borrower and the Guarantor in the amount of such participation. Nothing herein contained shall in any way affect the right of any DIP Lender to retain any amount obtained with respect to indebtedness other than indebtedness under the Loan Documents.

Section 6.5 Computations

Interest, and fees payable hereunder shall be computed on the basis of a 360-day year and actual days elapsed.

ARTICLE VII
CONDITIONS PRECEDENT

Section 7.1 Conditions Precedent to Effective Date and Funding Interim DIP Loans on the Effective Date

This Agreement and the obligation of each DIP Lender to make any Loans on the Effective Date shall become effective on and as of the date (the "**Effective Date**") on which each of the following conditions precedent have been satisfied (or waived in accordance with Section 15.7).

(a) Officer's Certificate: The DIP Lenders shall have received: a certificate in the form of Exhibit E, from an Authorized Officer of each Obligor dated as of the Effective Date, certifying (A) that attached thereto is a true and complete copy of (1) resolutions duly adopted by its board of directors (or other equivalent body) or evidence of all corporate, partnership or limited liability company action, as the case may be, authorizing the execution, delivery and performance of the Loan Documents to which it is or is intended to be a party, and that such resolutions have not been modified, rescinded or amended and are in full force and effect, and (2) its Organizational Documents, which Organizational Documents shall, to the extent such certification is available in its jurisdiction of organization, be certified as of a recent date by the appropriate Governmental Authority, and (B) as to the name, incumbency and specimen signature of each of its officers or attorneys in fact executing the Loan Documents to which it is or is intended to be a party and each other document to be delivered by it from time to time in connection therewith; *provided*, *however*, that the attorneys-in-fact of the Borrower shall have capacity for acts of administration (*actos de administración*) and to validly issue and subscribe negotiable instruments (*emitir y suscribir títulos de crédito*) in accordance with Article 9 of the Mexican General Law for Negotiable Instruments and Credit Transactions (*Ley General de Títulos y Operaciones de Crédito*), (C) the representations and warranties of such Obligor contained in Article VIII and in each of the other Loan Documents to which it is a party are true and correct in all respects on and as of such date as if made on and as of such date (or, if stated to have been made solely as of an earlier date, were true and correct as of such earlier date), (D) all Loan Documents to which it is a party are in full force and effect under the terms and conditions set forth in such Loan

Documents, and (E) at the time of and immediately after giving effect to the Borrowing of the Interim DIP Loans on the Effective Date, no Default or Event of Default has occurred and is continuing.

(b) Loan Documents: This Agreement, the Mexican Security Amendments and the Notes shall have been duly executed and delivered by each of the parties named as a proposed signatory hereto and thereto, in form and substance satisfactory to the DIP Lenders, and shall be in full force and effect; provided that, with respect to the Mexican Security Amendments and the Notes, the requirement that such documents be in full force and effect shall be deemed satisfied upon due execution and delivery thereof by all parties thereto, so long as the Borrower shall have taken all reasonable actions within its control to cause the notarization and registration required under applicable Mexican law to be completed as promptly as practicable after the Effective Date.

(c) Restructuring Support Agreement: The Restructuring Support Agreement shall be in full force and effect.

(d) "Know Your Customer", Anti-Money Laundering and Patriot Act Compliance. Each DIP Lender shall have received, in form and substance reasonably satisfactory to it, all documentation and other information reasonably requested by such DIP Lender in order to permit compliance by such DIP Lender with applicable "know your customer" and anti-money laundering rules and regulations, including without limitation the Patriot Act.

(e) [Reserved]

(f) [Reserved]

(g) Security Interests. (i) The DIP Orders shall create, and the Loan Documents shall further evidence, in favor of the Collateral Agent, for the benefit of the Secured Parties, a legal, valid and enforceable first priority security interest in the Collateral secured thereby (subject only to the Carve-Out (as defined in the Interim DIP Order)), and no senior Liens other than Permitted Specified Liens and those Liens created under the Prepetition Working Capital Facility, to the extent such Liens would have priority over the Liens in favor of the Collateral Agent, for the benefit of the Secured Parties, pursuant to the DIP Orders and (ii) the Mexican Security Amendments shall have been duly executed and delivered by the parties thereto and shall constitute a valid, enforceable and legally binding agreement and shall give effect to the priorities established by, and certain other terms and conditions of, the Interim DIP Order, as contemplated by the Interim DIP Order; provided that, with respect to the Mexican Security Amendments, effectiveness and perfection shall be deemed satisfied on the Effective Date notwithstanding that notarization and registration under applicable Mexican law remain pending, so long as the Borrower is diligently pursuing such formalities as promptly as practicable thereafter.

(h) Delivery of Financial Statements: The DIP Lenders shall have received copies of the unaudited financial statements of the Borrower as of the fiscal quarter ended June 30, 2026, consisting of balance sheets as of the end of such fiscal quarter, statements of profit and loss for such fiscal quarter, together with related footnotes, if any, and prepared in accordance with IFRS and expressed in Pesos, duly signed by an Authorized Officer of the Borrower.

(i) Initial DIP Budget: The DIP Lenders and the Requisite Prepetition Secured Creditors shall have received the Initial DIP Budget.

(j) Chapter 11 Cases: The Chapter 11 Cases shall have been commenced in the Bankruptcy Court and all of the "first day orders" and all related pleadings to be filed at the time of commencement of

the Chapter 11 Cases or shortly thereafter shall have been reviewed in advance by the Required DIP Lenders and shall be in form and substance reasonably acceptable to the Required DIP Lenders.

(k) Interim DIP Order: The Bankruptcy Court shall have entered the Interim DIP Order, which shall be in full force and effect and shall not have been reversed, vacated or stayed, and shall not have been amended, supplemented or otherwise modified without the prior consent of the Required DIP Lenders and the Required Consenting Creditors in their reasonable discretion and otherwise in accordance with the Restructuring Support Agreement.

(l) First Day Orders: All of the First Day Pleadings shall be in the form approved pursuant to the Restructuring Support Agreement.

(m) Other Orders: All orders entered by the Bankruptcy Court pertaining to any payment of the Obligors' vendors, shippers, or other trade counterparties and all motions and other documents filed, and submitted to, the Bankruptcy Court in connection therewith shall be in form and substance reasonably satisfactory to the Required DIP Lenders and approved in accordance with the Restructuring Support Agreement if the Restructuring Support Agreement is then in effect.

(n) Outside Date: Each of the conditions precedent set forth in clauses (a) through (m) above shall have been satisfied (or waived in accordance with Section 15.7) on or prior to the date that is one (1) Business Day (or such later date as the Required DIP Lenders agree in their reasonable discretion) after the date on which the Bankruptcy Court enters the Interim DIP Order.

Section 7.2 Conditions Precedent to each Borrowing of New Money Loans

The obligation of each DIP Lender to make any New Money Loan (including the Interim DIP Loans) shall become effective on and as of the date on which each of the following conditions precedent has been satisfied (or waived in accordance with Section 15.7):

(a) Effective Date. The Effective Date shall have occurred.

(b) Representations and Warranties: All of the representations and warranties of each Obligor set out in this Agreement and in each of the other Loan Documents shall be true and correct in all material respects (other than those representations and warranties that are expressly qualified by a Material Adverse Effect or other materiality, in which case such representations and warranties shall be true and correct in all respects) on and as of the relevant Disbursement Date (or, if stated to have been made solely as of an earlier date, were true and correct as of such earlier date).

(c) No Material Adverse Effect: As of the Petition Date, no event has occurred that could reasonably be expected to have a Material Adverse Effect.

(d) No Defaults or Events of Default: No Default or Event of Default shall have occurred and be continuing on the relevant Disbursement Date or would result from the making of such Loan on such Disbursement Date or from this Agreement or the other Loan Documents becoming effective in accordance with its or their respective terms.

(e) Notice of Borrowing. The DIP Lenders shall have received a Notice of Borrowing signed by an Authorized Officer of the Borrower in accordance with Section 2.2.

(f) Payment of Fees. The DIP Lenders shall have received, in form and substance satisfactory to the DIP Lenders, evidence that the Obligors have paid (or have made arrangements satisfactory to the Required DIP Lenders for the payment of) all fees and other amounts due and payable, including reimbursement or payment of all out-of-pocket fees and expenses (including the legal fees and expenses of New York and Mexican counsel to the DIP Lenders and the Borrower) required to be reimbursed or paid by an Obligor under any Loan Document.

(g) Final DIP Loans. With respect to the Final DIP Loans, the Final DIP Order Entry Date shall have occurred and the Bankruptcy Court shall have entered the Final DIP Order, the DIP Lenders shall have received a true and complete copy of the Final DIP Order, and such order shall be in full force and effect and shall not have been reversed, modified, amended, supplemented, stayed or vacated absent the prior consent of the Required DIP Lenders and the Required Consenting Creditors in their reasonable discretion and otherwise in accordance with the Restructuring Support Agreement.

(h) Compliance with DIP Orders. The Obligors shall be in compliance with the DIP Orders.

(i) No Dismissal. The Chapter 11 Case of any of the Debtors shall not have been dismissed or converted to cases under Chapter 7 of the Bankruptcy Code.

(j) No Trustee. No trustee under Chapter 7 or Chapter 11 of the Bankruptcy Code or examiner with enlarged powers beyond those set forth in Section 1106(a)(3) and (4) of the Bankruptcy Code shall have been appointed in the Chapter 11 Case, and no Debtor shall have applied for, consented to or acquiesced in any such appointment.

(k) Closing Certificate. The DIP Lenders shall have received a certificate of an Authorized Officer of the Borrower confirming satisfaction of the conditions set forth in (b), (c) and (d).

(l) Restructuring Support Agreement. The Restructuring Support Agreement shall not have been terminated and shall be in full force and effect with no notice of termination, breach, default, event of default, or similar notice having been delivered by or to any signatory thereto (to the extent such breach, default, event of default, or similar notice has not been cured or waived in accordance with the terms of the Restructuring Support Agreement).

(m) Perfection. The Collateral Agent, for the benefit of the Secured Parties, shall have valid, binding, enforceable, non-avoidable, and automatically and fully perfected priming Liens on, and security interests, in the Collateral, in each case, having the priorities set forth in the DIP Orders and subject only to the payment in full in cash of any amounts due under the Carve-Out (as defined in the Interim DIP Order).

(n) Orders, Motions and Filings. (i) All orders entered in the Chapter 11 Cases providing for the payment of any Prepetition Indebtedness or otherwise affecting in any way the Obligations, the Collateral, any Liens thereon or any DIP Superpriority Claims (in each case, other than the DIP Orders) shall be in form and substance reasonably satisfactory to the Required DIP Lenders, as entered, and shall not deviate from the form thereof approved by the Required DIP Lenders in any material respect that is adverse to the interests of the DIP Lenders, and (ii) all motions and other documents filed, or to be filed, by or on behalf of any Debtor with the Bankruptcy Court in connection with the Loans or the Loan Documents, or that could reasonably be expected to affect the Collateral or the rights or remedies of any DIP Lender, shall be in form and substance reasonably satisfactory to the Required DIP Lenders.

(o) No Illegality; No Injunction. Subject to the entry of the DIP Orders and the terms thereof, each of the Obligors and the DIP Lenders shall be permitted and required to perform their respective obligations in compliance with this Agreement and the other Loan Documents, and the making of such

Loan shall not violate any applicable Law and shall not have been enjoined, whether temporarily, preliminarily or permanently.

(p) No Pari Passu Debt. As of the relevant Disbursement Date, the Borrower shall not have Incurred any Pari Passu Debt under Section 10.4(b)(xii).

Section 7.3 Determinations under Article VII

For purposes of determining compliance with the conditions specified in Sections 7.1 and 7.2, each DIP Lender shall be deemed to have consented to, approved or accepted or be satisfied with each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to the DIP Lenders unless such DIP Lender shall have delivered written notice to the Borrower prior to the Effective Date or the relevant Disbursement Date, specifying its objection thereto.

ARTICLE VIII
REPRESENTATIONS AND WARRANTIES

The Borrower and each Guarantor, each on behalf of itself, represents and warrants to each DIP Lender, on the Effective Date and on each Disbursement Date (to the extent required by Article VI), as follows:

Section 8.1 Organization; Powers

It (i) has been duly organized and is validly existing under the Laws of its respective jurisdiction of organization (in the case of the Borrower, as an investment promotion stock corporation (a *sociedad anónima promotora de inversión*) under the laws of Mexico), (ii) subject to the entry and terms of the DIP Orders and other orders of the Bankruptcy Court, as applicable, has power and authority to (a) own or use and to operate the properties it purports to own or hold under rights of lease, easement or usufruct, to carry on its business as now conducted and as proposed to be conducted, and (b) to execute, perform and deliver this Agreement and the other Loan Documents to which it is or will be a party, and (iii) is in compliance with its Organizational Documents, including its by-laws (*estatutos sociales)*.

Section 8.2 Authorization

Subject to the entry and terms of the DIP Orders, the Borrower and each Guarantor has taken all necessary corporate and other action to authorize the execution, performance and delivery of this Agreement and the other Loan Documents to which it is or will be a party in accordance with their respective terms and conditions.

Section 8.3 Enforceability

Subject to the entry and terms of the DIP Orders, each of this Agreement and the other Loan Documents to which the Borrower and any Guarantor is or will be a party has been or will be duly executed and delivered by the Borrower or any such Guarantor (as applicable) and constitutes or, when executed and delivered, will constitute the Borrower's and any such Guarantor's legal, valid and binding obligation, enforceable against it in accordance with its respective terms, subject to the DIP Orders and applicable bankruptcy, *concurso mercantil, quiebra*, insolvency, moratorium, reorganization, fraudulent transfer and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

Section 8.4 Government Approvals; Consent; No Conflicts

Subject to the entry and terms of the DIP Orders, the transactions contemplated by this Agreement and all other Loan Documents and the execution, delivery and performance thereof:

(a) do not require any consent, approval (including any exchange control approval), authorization or filing with, or order of any court or governmental agency or body for the execution, delivery and performance by the Borrower or any Guarantor of this Agreement or the other Loan Documents to which the Borrower or any such Guarantor is party or the consummation of the transactions contemplated hereby or thereby;

(b) do not require any consent or approval of, or notice to, any creditor by the terms of any agreement or instrument evidencing any debt of the Borrower or any Guarantor, as applicable;

(c) do not conflict with or result in a breach, violation, or default under (i) the Organizational Documents of the Borrower or any Guarantor; (ii) any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which the Borrower or any Guarantor is a party or bound or to which its Property is subject; or (iii) any statute, law, rule, regulation, judgment, order or decree of any court, regulatory body, administrative agency, *órgano constitucional autónomo,* governmental body or other authority having jurisdiction over the Borrower, the Guarantors or any of their properties except, in the case of clause (ii) above, any such conflict, breach, violation or default that could not reasonably be expected to have a Material Adverse Effect; and

(d) do not result in the imposition of any lien, charge or encumbrance upon any Property or asset of the Borrower or the Guarantors, except for (y) any Lien, charge or encumbrance created under this Agreement or the other Loan Documents or (z) any Permitted Liens;

Section 8.5 Licenses

Subject to the terms of the DIP Orders, the Borrower and each Guarantor, as applicable, possesses all licenses, certificates, permits and other authorizations issued by all applicable authorities necessary to conduct its business, and neither the Borrower nor any Guarantor has received any notice of proceedings relating to the revocation or modification of any such licenses, certificates, permits or other authorizations which, individually or in the aggregate, if they were the subject of an unfavorable decision, ruling or finding, would have a Material Adverse Effect.

Section 8.6 No Default

Except for defaults existing under the Prepetition Indebtedness disclosed in writing pursuant to the Working Capital Facility Second Amendment by the Borrower to the Designated DIP Lender prior to the Effective Date and defaults arising out of, or in connection with, the Chapter 11 Cases and the DIP Orders, neither the Borrower nor any Guarantor is in default of any order, judgment or decree of any court, arbitrator, or Governmental Authority that has jurisdiction over the Borrower, the Guarantors or their properties which could reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect. Subject to the entry of the DIP Orders and subject to the terms thereof, no Default or Event of Default has occurred or is continuing or would result from the consummation of the transactions contemplated by this Agreement or any other Loan Document.

Section 8.7 Litigation

Except for the Chapter 11 Cases, there are no actions, suits or proceedings by or before any court or governmental agency, authority or body or any arbitrator against or affecting the Borrower or any Guarantor, or any of its Property that are pending or, to the Knowledge of the Borrower or any Guarantor, threatened in writing that could reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect.

Section 8.8 Compliance with Laws and Agreements

Except for the Chapter 11 Cases or as otherwise disclosed in writing by the Borrower to the DIP Lenders prior to the Effective Date, the Borrower and each Guarantor is in compliance with all Laws (including labor and employee benefits Laws and Environmental Laws) applicable to it or its Property and all indentures, agreements and other instruments binding upon it or its Property, except where the failure to do so could not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect.

Section 8.9 Financial Condition

The financial statements delivered to the DIP Lenders pursuant to Section 7.1(h) present fairly the financial condition, results of operations and cash flows of the Borrower as of the dates and for the periods indicated and have been prepared in conformity with IFRS applied on a consistent basis (except as noted therein) and fairly present, in all material respects, the information included therein.

Section 8.10 No Material Adverse Effect

Since the Petition Date there has not been any change, circumstance, effect, event or occurrence that has had or reasonably could be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 8.11 Taxes

(a) Subject to the terms of the DIP Orders, it has filed all applicable tax returns that are required to be filed or has requested extensions thereof and has paid all Taxes required to be paid by it and any other assessment, fine or penalty levied against it, to the extent that any of the foregoing is due and payable, except for (i) any such assessment, fine or penalty that is being contested in good faith and for which adequate reserves have been set aside in accordance with IFRS, (ii) in any case in which the failure so to file tax returns or pay such Taxes could not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect, or (iii) Taxes to the extent stayed by the Chapter 11 Cases.

(b) There is no Tax of any kind imposed by Mexico (or any provincial, municipality or other political subdivision or taxing authority thereof or therein that exercises *de facto* or *de jure* power to impose such Tax) either: (i) on or by virtue of the execution or delivery of the Loan Documents, (ii) for the legality, validity, or enforceability of this Agreement or any other Loan Document, or (iii) as of the Effective Date and each Disbursement Date, on any payment to be made by the Borrower or any Guarantor pursuant to the Loan Documents, that is not subject to the gross-up, payment or reimbursement obligations of the Borrower or any of its Subsidiaries under Section 5.1, to the extent that such Tax is an Indemnified Tax.

Section 8.12 Legal Form; Judgments

(a) Except for the Mexican Security Documents and the Notes, which are governed by the laws of Mexico, the choice of laws of the State of New York and (to the extent applicable) the Bankruptcy Code

as the governing law of the Loan Documents to which the Borrower and any Guarantor is a party is a valid choice of law under the laws of Mexico and will be honored by the courts of Mexico.

(b) [Reserved].

(c) This Agreement and the other Loan Documents are in proper legal form under the Laws of Mexico for the enforcement thereof against the Borrower or any of its Subsidiaries party thereto under such Laws; provided that, in the event of enforcement in the courts of Mexico of this Agreement or any other Loan Document executed and delivered in a language other than Spanish, (i) a translation of such Loan Document into Spanish, prepared by a court approved translator shall be required, (ii) such translation shall be deemed valid unless objected to by the defendant in accordance with applicable Mexican procedural rules and (iii) proceedings would thereafter be based upon the translated documents.

(d) [Reserved].

Section 8.13 [Reserved]

Section 8.14 Commercial Activity; Absence of Immunity

The Borrower and each Guarantor is subject to civil and commercial law with respect to its obligations under this Agreement and each of the other Loan Documents to which it is a party. The execution, delivery and performance by the Borrower and any Guarantor of this Agreement and each of the other Loan Documents to which it is a party constitute private and commercial acts rather than public or governmental acts. Neither the Borrower, any Guarantor, nor any Property of the Borrower or any such Guarantor is entitled to any right of immunity in any jurisdiction from suit, court jurisdiction, judgment, attachment (whether before or after judgment), setoff or execution of a judgment or from any other legal process or remedy relating to its obligations under this Agreement or any of the other Loan Documents to which it is a party.

Section 8.15 Use of Proceeds

The proceeds of the New Money Loans will be used (i) in accordance in all respects with the terms of the DIP Orders and the Loan Documents and (ii) with and subject to the Effective Budget (subject to Permitted Variances), in each case including, without limitation (a) to pay professional fees and other restructuring charges arising on account of the Chapter 11 Cases, including statutory fees of the United States Trustee and allowed professional fees and expenses of an unsecured creditors' committee appointed in the Chapter 11 Cases (if any), (b) to pay amounts to the DIP Lenders hereunder and professional fees and expenses (including legal, financial advisor, appraisal and valuation-related fees and expenses) incurred by DIP Lenders and the Obligors, including those incurred in connection with the preparation, negotiation, documentation and court approval of the transactions contemplated hereby and (c) to provide working capital, and for other general corporate purposes of the Borrower, and to pay administration costs of the Chapter 11 Cases and claim or amounts approved by the Bankruptcy Court and for any other purpose not prohibited by the terms hereof, in all cases, subject to the Effective Budget as then in effect (subject to any Permitted Variances). No proceeds of any Roll-Up Loans will be advanced in cash to the Borrower, the Roll-Up Loans being deemed made on a cashless basis solely in exchange for Eligible Prepetition Claims in accordance with Section 2.4.

Section 8.16 Disclosure

None of the reports, financial statements, certificates or other information furnished by or on behalf of the Borrower or any Guarantor to the DIP Lenders in connection with the negotiation of this Agreement

and the other Loan Documents or delivered hereunder or thereunder (as modified or supplemented by other information so furnished), taken as a whole, contained as of the date such report, financial statement, certificate or information was furnished (or as of the date set forth in such information, if earlier) any untrue statement of a material fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided* that, with respect to projected financial information (if any), the Borrower represents only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time.

Section 8.17 [Reserved]

Section 8.18 Compliance with Sanctions Laws

Neither the Borrower, any Guarantor, Borrower's Subsidiaries, nor any of their respective directors or officers, or, to the Knowledge of the Borrower any of its or its Subsidiary's agent or employee (i) is, or is controlled or 50% or more owned in the aggregate by or is acting on behalf of, one or more individuals or entities that are currently a Restricted Person or the subject of any sanctions administered or enforced by the United States (including any administered or enforced by the Office of Foreign Assets Control of the United States Department of the Treasury or the United States Department of State), the United Nations Security Council, the European Union, a member state of the European Union (including sanctions administered or enforced by His Majesty's Treasury of the United Kingdom) or other relevant sanctions authority (collectively, "**Sanctions**"), (ii) is located, organized or resident in a Sanctioned Country, (iii) will, directly or, indirectly, use the proceeds of the Loans, or lend, contribute or otherwise make available such proceeds (y) to any joint venture partner or other individual or entity in any manner that would result in a violation of any applicable Sanctions by, or could result in the imposition of Sanctions against, any individual or entity (including any individual or entity participating in the transactions contemplated hereunder, whether as DIP Lender, investor or otherwise) or (z) to fund or facilitate any activities or business of or with any person or in any country or territory that, at the time of such funding or facilitation, is the subject of Sanctions, or (iv) has received notice of or is aware of any claim, action, suit, proceeding or investigation against it with respect to Sanctions by any Sanctions Authority.

Neither the Borrower nor any Guarantor, as applicable, have engaged in any dealings or transactions with or for the benefit of a Restricted Person, or with or in a Sanctioned Country, nor does the Borrower or any Guarantor have any plans to engage in dealings or transactions with or for the benefit of a Restricted Person, or with or in a Sanctioned Country, in each case that would result in a violation of any Sanctions by, or could result in the imposition of Sanctions against, any Person (including any individual or entity participating in the transaction hereunder, whether as DIP Lender or otherwise).

Section 8.19 Compliance with Anti-Corruption Laws

Neither the Borrower nor any Guarantor, nor any of the Borrower's Subsidiaries, nor any director or officer, and, to the Knowledge of the Borrower or any Guarantor, any agent or any employee of the Borrower or any Guarantor, as applicable, or other person acting on behalf of the Borrower or any Guarantor is aware of or has taken any action, directly or indirectly, that could result in a violation by such persons of the U.K. Bribery Act 2010, the United States Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (the "**FCPA**"), Mexican General Law for the National Anticorruption System (*Ley General del Sistema Nacional Anticorrupción*), the Mexican General Law for Administrative Responsibilities (*Ley General de Responsabilidades Administrativas*), and the Mexican Federal Criminal Code (*Código Penal Federal*), in each case as applicable, or any other similar applicable law of any other relevant jurisdiction (collectively, the "**Anti-Corruption Laws**"), including, without limitation, making use of the mails or any means or instrumentality of interstate commerce in furtherance of an improper offer, payment, promise to pay, promise to give or authorization of the payment of any money, or other Property,

gift, entertainment, influencing payment, kickback or other unlawful payment, or anything of value to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in order to obtain or retain business, in violation of the Anti-Corruption Laws; and the Borrower and the Guarantors and (to the Borrower's Knowledge) the Borrower's Subsidiaries and its Affiliates, are in compliance with the Anti-Corruption Laws, maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith. Neither the Borrower nor any Guarantor has used, directly or indirectly, the proceeds of the Loans in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any person in violation of the Anti-Corruption Laws. To the Knowledge of the Borrower, no action, suit or proceeding by or before any court, governmental, regulatory agency or body or any arbitrator involving the Borrower or any Guarantor are ongoing or threatened against the Borrower or any Guarantor or any of the Borrower's Subsidiaries, directors, officers, agents, employees of the Borrower or any Guarantor, as applicable, or other person acting on behalf of the Borrower or any Guarantor, with respect to Anti-Corruption Laws.

Section 8.20 Compliance with Anti-Money Laundering Laws

The operations of the Borrower and the Guarantors, as applicable, are, and have been conducted at all times during the past five (5) years, in compliance with applicable financial recordkeeping, reporting and other requirements under any Mexican, U.S. or any other applicable anti-money laundering statutes or any rules and regulations thereunder, including, without limitation, the Bank Secrecy Act, as amended by Title III of the Patriot Act, the Mexican Federal Law for the Prevention and Identification of Transactions with Funds of Illicit Origin (*Ley Federal para la Prevención e Identificación de Operaciones con Recursos de Procedencia Ilícita*) (collectively, "**Anti-Money Laundering Laws**"), and no action, suit or proceeding by or before any court or governmental agency or body or any arbitrator involving the Borrower or any Guarantor with respect to Anti-Money Laundering Laws is pending or, to the Knowledge of the Borrower or any such Guarantor, threatened.

Section 8.21 Title to Property

Subject to the terms of the DIP Orders, each of the Borrower and its Subsidiaries has, as applicable, (i) good, sufficient and legal title to (in the case of fee interests in real Property), (ii) valid usufruct or leasehold interests in (in the case of usufruct or leasehold interests in real or personal Property), (iii) valid licensed rights in (in the case of licensed interests in intellectual property) or (iv) good title to (in the case of all other personal Property) all of its properties that are material to the conduct of its business or the operation and maintenance of its properties and assets, in each case free and clear of all Liens, other than Permitted Liens.

Section 8.22 Intellectual Property

(a) The Borrower and each Guarantor, as applicable, owns or has the right to use all patents, patent applications, trademarks, service marks, trade names, trademark registrations, service mark registrations, domain names and other source indicators, copyrights and copyrightable works, know-how, trade secrets, systems, procedures, proprietary or confidential information and all other worldwide intellectual proprietary rights (collectively, "**Intellectual Property Rights**") that are material to the conduct of its business.

(b) To the Knowledge of each of the Borrower and each Guarantor, none of its Intellectual Property Rights are being infringed, misappropriated or otherwise violated by any person.

Section 8.23 Labor Matters

Neither the Borrower nor any Guarantor is engaged in any unfair labor practices, has breached any labor Law or labor agreement (whether collective bargaining (*contrato colectivo de trabajo)* or individual employment agreement (*contrato individual de trabajo*)), except as could not reasonably be expected to result in a Material Adverse Effect. No labor dispute exists, or to the Knowledge of the Borrower or any Guarantor, as applicable, is threatened in writing against such parties, except as could not have, individually or in the aggregate, a Material Adverse Effect.

Section 8.24 Subsidiaries

As of the Effective Date, the Borrower's Subsidiaries are those set forth in Schedule 8.24.

Section 8.25 Insurance

(a) The Borrower and each Guarantor, as applicable, is insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are adequate or customary or reasonably commercially available in the industry for the conduct of its business and as is customary or reasonably commercially available for similar businesses in similar industries in Mexico.

(b) (i) All material policies of insurance insuring the Borrower and the Guarantors, and their businesses, assets, employees, officers and directors are in full force and effect, (ii) the Borrower and each Guarantor is in compliance with the terms of such policies and instruments in all material respects, and (iii) there are no material claims by the Borrower or any Guarantor under any such policy or instrument as to which any insurance company is denying liability or defending under a reservation of rights clause.

(c) Neither the Borrower nor any Guarantor has been refused any material insurance coverage sought or applied for or has reason to believe that it will not be able to renew insurance coverage that is adequate, customary or reasonably commercially available in the industry as and when such existing coverage expires as may be necessary to continue its business at a cost that would not be materially higher than that of its existing insurance coverage.

Section 8.26 Environmental Laws.

(a) Neither the Borrower nor any Guarantor, nor any of its respective properties or operations thereof is subject to any outstanding written judgment, injunction, order, consent decree, or settlement agreement with any entity relating to any applicable laws or regulations relating to the protection of human health and safety, the environment or Hazardous Materials ("**Environmental Laws**");

(b) There have been no conditions or occurrences that could reasonably be expected to form the basis of claim under or in respect of Environmental Laws against the Borrower or any Guarantor, as applicable;

(c) Subject to the terms of the DIP Orders, the Borrower and each Guarantor, as applicable, has received and is in compliance with all permits, licenses or other approvals required of it under applicable Environmental Laws to conduct its business;

(d) No event or condition has occurred or is occurring that could reasonably be expected to result in a violation of, or liability of the Borrower or any Guarantor, as applicable, under, any Environmental Law;

(e) Neither the Borrower nor any Guarantor, as applicable, has received any notice of any actual or potential liability under any Environmental Law, except where such non-compliance with Environmental Laws, failure to receive required permits, licenses or other approvals, or liability could not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect; and

(f) In the ordinary course of its business, the Borrower and each Guarantor, as applicable, periodically reviews the effect of Environmental Laws on its business, operations and properties, in the course of which it identifies and evaluates associated costs and liabilities (including, without limitation, any capital or operating expenditures required for clean-up, closure of properties or compliance with Environmental Laws, or any permit, license or approval, any related constraints on operating activities and any potential liabilities to third parties); on the basis of such review, the Borrower and each Guarantor has reasonably concluded that such associated costs and liabilities could not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect.

Section 8.27 Capital Stock

All the outstanding shares of Capital Stock of the Borrower and the Guarantors, as applicable, have been validly issued and are fully paid and non-assessable.

Section 8.28 Collateral Documents

(i) The DIP Orders are effective to create in favor of the Collateral Agent, for the benefit of the Secured Parties, a legal, valid, binding and enforceable security interest in the Collateral and the proceeds and products thereof without the necessity of the execution of filing of mortgages, security agreements, pledge agreements, financing statements or other agreements or documents, except to the extent required by applicable non-U.S. law, including Mexican law, with respect to Collateral subject to such jurisdiction.

(ii) Except for those Liens created under the Prepetition Working Capital Facility, the Collateral Documents further evidence the legal and valid Liens on all the Collateral in favor of the Collateral Agent, for the benefit of the Secured Parties. Upon entry of the Interim DIP Order, the Liens created by the DIP Orders shall constitute fully perfected first priority Liens (subject only to the Carve-Out (as defined in the Interim DIP Order)) on, and security interests in, all right, title and interest of the grantors thereunder in the Collateral, subject to no senior Liens other than Permitted Specified Liens, to the extent such Liens would have priority over the Liens in favor of the Collateral Agent, for the benefit of the Secured Parties, pursuant to the DIP Orders, in each case as further evidenced by (i) financing statements in appropriate form filed in the offices specified in the Collateral Documents and (ii) any other filings contemplated hereby and by the Collateral Documents and (iii) with respect to Collateral subject to Mexican law, (A) public deeds executed before a Mexican Notary Public (Notario Público) where required by applicable Mexican law, including without limitation in connection with pledge agreements and trust agreements, (B) registrations before the Sole Registry of Movable Assets *Registro Único de Garantías Mobiliarias* (*RUG*), or any other applicable Mexican public registry, as required by applicable Mexican law, and (C) any other formalities required under any applicable Mexican law.

Section 8.29 Investment Company Act

Neither the Borrower nor any Guarantor is required to register as an "investment company" as defined in the United States Investment Company Act of 1940, as amended.

Section 8.30 Effective Budget; Budget Variance Reports

The Effective Budget was prepared in good faith based on assumptions believed by the Obligors to be reasonable at the time made and upon information believed by the Authorized Officers of the Obligors to have been reasonable based upon the information available at the time such Effective Budget was furnished; it being understood and agreed that the information and/or projections included in the Effective Budget are not to be viewed as facts and are subject to significant contingencies, many of which are not within the control of the Obligors and/or any Subsidiary, and that projected or estimated information may differ from actual results, and such differences may be material. On and after the delivery of any Budget Variance Report in accordance with this Agreement, such Budget Variance Report fairly represents, in all material respects, the information covered thereby.

Section 8.31 DIP Orders

(i) The Interim DIP Order (and when applicable, the Final DIP Order) is, following the entry thereof, effective to (i) cause the Obligations to be DIP Superpriority Claims, having the status and priority set forth in the Interim DIP Order (and when applicable, the Final DIP Order) and (ii) create in favor of the Collateral Agent, for the benefit of the Secured Parties, a legal, valid, binding and enforceable perfected first priority security interest (in accordance with the priorities set forth in the Interim DIP Order (and when applicable, the Final DIP Order)) in the Collateral without the necessity of the execution of mortgages, security agreements, pledge agreements, financing statements or other agreements or documents, provided that, with respect to any Collateral subject to Mexican law, perfection shall require compliance with applicable Mexican law formalities.

(ii) The Interim DIP Order (and when applicable, the Final DIP Order) is, following the entry thereof, in full force and effect, and has not been vacated, reversed, terminated, stayed, modified or amended in any manner without the consent of the Required DIP Lenders in their reasonable discretion.

(iii) Upon the occurrence of the Scheduled Maturity Date (whether by acceleration or otherwise), the Secured Parties shall, subject to Article IX and the applicable provisions of the Interim DIP Order (and when applicable, the Final DIP Order), be entitled to immediate payment of the Obligations and to enforce the remedies provided for under this Agreement and the other Loan Documents in accordance with the terms hereof and thereof, in each case without further application to or order by the Bankruptcy Court.

(iv) If the Interim DIP Order (and when applicable, the Final DIP Order) is the subject of a pending appeal in any respect, none of the Interim DIP Order (and when applicable, the Final DIP Order), the extension of credit or the performance by any Obligor of any of its obligations under this Agreement or any of the other Loan Documents shall be the subject of a presently effective stay pending appeal. The Debtors and the DIP Lenders shall be entitled to rely in good faith upon the Interim DIP Order (and when applicable, the Final DIP Order), notwithstanding objection thereto or appeal therefrom by any interested party. The Debtors and the DIP Lenders shall be permitted and required to perform their respective obligations in compliance with the Loan Documents notwithstanding any such objection or appeal, unless the Interim DIP Order (and when applicable, the Final DIP Order) has been stayed by a court of competent jurisdiction.

ARTICLE IX
AFFIRMATIVE COVENANTS

Until all of the Commitments have expired or terminated and all of the principal of and interest on the Loans and all fees and other amounts payable hereunder have been paid in full, each Obligor covenants and agrees with the DIP Lenders that:

Section 9.1 [Reserved]

Section 9.2 Maintenance of Corporate Existence

(a) Each Obligor shall, and the Borrower shall cause each of its Restricted Subsidiaries to: (i) preserve and maintain in effect its existing corporate existence and all registrations necessary therefore; *provided* that this restriction shall not prohibit any transactions permitted by Section 10.4, and (ii) except as could not reasonably be expected to result in a Material Adverse Effect, take all reasonable actions to maintain all rights, privileges, titles to Property, franchises and the like necessary in the normal conduct of its business, activities or operations.

(b) Each Obligor shall, and the Borrower shall cause each of its Restricted Subsidiaries to, maintain or cause to be maintained in good repair, working order and condition (normal wear and tear excepted) all material properties used or useful in its business except where the failure to do so could not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect.

Section 9.3 Payment of Taxes and Claims; Tax Returns

Subject to the terms of the DIP Orders, each Obligor shall, and the Borrower shall cause each of its Restricted Subsidiaries to, file all tax returns required to be filed by it and pay all Taxes, imposed upon it or any of its Property in respect of any of its franchises, businesses, income or profits before any penalty or interest accrues thereon, and pay all claims (including claims for labor, services, materials and supplies) for sums which have become due and payable and which by law have or might become a Lien upon its Property; *provided*, that any such filing or payment shall not be required unless the failure to make such filing or payment could reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect; *provided*, *further*, that no such Taxes, charge or claim need be paid (i) while it is being contested in good faith by appropriate proceedings promptly initiated and diligently conducted and for which reserves or other provisions shall have been made therefore in conformity with IFRS, or (ii) to the extent such Tax, charge or claim is stayed by the Chapter 11 Cases.

Section 9.4 Reporting Requirements

(a) The Borrower shall provide to the DIP Lenders the following reports:

(i) as soon as available and in any event within sixty (60) days after the close of each fiscal month of the Borrower commencing with the first fiscal month of the Borrower ending after the Effective Date, the internally generated balance sheet of each Obligor as at the end of such fiscal month, prepared in accordance with IFRS and fairly presenting in all material respects the financial position of each Obligor as of the dates indicated and the results of its operations for the periods indicated, subject to normal year-end audit adjustments and the absence of footnotes;

(ii) promptly upon and in any event within ten (10) Business Days after any Obligor or any of its Restricted Subsidiaries becoming aware of the existence of a Default or any event by reason of which payments of either principal or interest under the Loan Documents are prohibited, an Officer's

Certificate of such Obligor setting forth the details thereof and the action which such Obligor is taking or proposes to take with respect thereto;

(iii) promptly upon any Obligor obtaining Knowledge that such event has occurred (but in any event within ten (10) Business Days after such occurrence), notice of any pending or threatened (in writing), or commencement of any, action, suit, proceeding, litigation or arbitration against or involving any Obligor in an amount which, if adversely determined against such Obligor, could reasonably be expected to have a Material Adverse Effect or the occurrence of any other event, circumstance, act or condition which could reasonably be expected to result in a Material Adverse Effect;

(iv) by no later than 5:00 p.m. commencing on the fourth Friday after the Petition Date, and no less frequently than each fourth Friday thereafter, the Borrower shall provide (x) the DIP Lenders and (y) the Ad Hoc Group Advisors (as defined in the Restructuring Support Agreement) and Inbursa Advisors (as defined in the Restructuring Support Agreement), subject to any applicable confidentiality restrictions (and, for the avoidance of doubt, without any obligation of the Obligors to cleanse any materials provided by the Obligors under this Section 9.04(a)(iv)), for further distribution to the Ad Hoc Group (as defined in the Restructuring Support Agreement) and Inbursa (as defined in the Restructuring Support Agreement), with an updated Effective Budget, which Effective Budget shall modify and supersede any prior Effective Budget (i) at all times other than during the Standstill Period, upon the approval of the Required DIP Lenders and the reasonable approval of the Requisite Prepetition Secured Creditors and (ii) during the Standstill period, upon the reasonable approval of the Required DIP Lenders and the Requisite Prepetition Secured Creditors (emails from counsel to the Required DIP Lenders and the Requisite Prepetition Secured Creditors being sufficient); *provided* that the Required DIP Lenders or the Requisite Prepetition Secured Creditors, as the case may be, shall be deemed to have approved such Effective Budget if the Required DIP Lenders and the Requisite Prepetition Secured Creditors (each acting through respective counsel) have not objected to such Effective Budget within three (3) Business Days; *provided further* that for the avoidance of doubt, until the conditions for the most recently delivered Effective Budget are met, the prior Effective Budget shall remain in full force and effect for all purposes; and

(v) such other information with respect to each Obligor and its Restricted Subsidiaries from time to time as any DIP Lender may reasonably request or may be required by any DIP Lender in order to comply with any requirement under applicable Law.

(b) The Borrower shall deliver:

(i) to counsel to the DIP Lenders, (x) as soon as reasonably practicable (if at all) in advance of filing with the Bankruptcy Court or delivering to an unsecured creditors' committee appointed in the Chapter 11 Cases (if any) or the United States Trustee, as the case may be, the Final DIP Order and all other proposed orders, motions, filings and pleadings reasonably related to the Loans and the Loan Documents, any Plan of Reorganization and/or any disclosure statement related thereto and (y) by the earlier of (A) three (3) Business Days prior to being filed (and if impracticable, then as soon as possible and in no event later than promptly after being filed) on behalf of any of the Debtors with the Bankruptcy Court or (B) at the same time as such documents are provided by any of the Obligors to any statutory committee appointed in the Chapter 11 Cases or the United States Trustee, all other notices, filings, motions, pleadings or other information concerning the financial condition of any Obligor or any of its Subsidiaries or other Indebtedness of the Obligor or any request for relief under Section 363, 365, 1113 or 1114 of the Bankruptcy Code or Section 9019 of the Federal Rules of Bankruptcy Procedure, in each case, other than notices, filings, motions, pleadings or other information concerning less than U.S. $5,000,000 in value;

(ii) to counsel to the DIP Lenders, promptly after the same are available and to the extent feasible not later than three (3) Business Days prior to the filing thereof (other than in exigent circumstances in which case as soon as practicable), all pleadings, motions, applications and any other documents to be filed by or on behalf of each Obligor;

(iii) subject to any applicable confidentiality restrictions, to counsel to the DIP Lenders, receipt (and copy of) of any proposal or indication of interest for the restructuring or recapitalization of such Obligor or any Subsidiary of such Obligor or the sale of all or any of such Obligor's assets or businesses;

(iv) to each DIP Lender, any motion for the appointment of a trustee or examiner;

(v) to each DIP Lender, receipt of any written notice of a default or event of default delivered to such Obligor under any debt agreements or instruments in respect of Indebtedness in excess of U.S. $5,000,000;

(vi) to each DIP Lender, (1) the filing or commencement of, or any written threat or notice of intention of any Person to file or commence, any Adversary Proceeding not previously disclosed in writing by such Obligor to the DIP Lenders, or (2) written notice of any material development in any Adversary Proceeding that would reasonably be expected to be adversely determined and that, if adversely determined, would reasonably be expected to have a Material Adverse Effect, or that seeks to enjoin or otherwise prevent the consummation of, or to recover any damages or obtain relief as a result of, the transactions contemplated hereby; and

(vii) subject to the terms of the DIP Orders, on each Reporting Date, testing the applicable Testing Period, the Borrower shall deliver to the DIP Lenders a variance report in a form reasonably satisfactory to the Required DIP Lenders (each, a "**Budget Variance Report**") for the applicable Testing Period on or prior to 5:00 p.m., New York time on such Reporting Date, setting forth, in reasonable detail, any differences between the aggregate cumulative actual "Receipts" and "Operating Disbursements" of the Borrower and its Restricted Subsidiaries on a cumulative basis (as set forth in the Effective Budget, which shall exclude, for the avoidance of doubt, professional fees) for such Testing Period compared to the projected aggregate "Receipts" and "Operating Disbursements"of the Borrower and its Restricted Subsidiaries (excluding, for the avoidance of doubt, professional fees) set forth in the Effective Budget for such Testing Period (any such difference, a "**Variance**"), together with a statement from an Authorized Officer of the Borrower, certifying the information contained in such Budget Variance Report. The Variance Report shall also provide a reasonably detailed explanation for any Variance that exceeds the Permitted Variance. Any positive Variance calculated in any Testing Period (i.e., such amounts are favorable to the level set forth in the Effective Budget) may be carried forward to subsequent Testing Periods to offset any subsequent negative Variance in an amount not to exceed such positive Variance. Within three (3) Business Days following the reasonable written request of the Required DIP Lenders or the Requisite Prepetition Secured Creditors, the Borrower shall cause a conference call to be held attended by senior management of the Borrower or the Borrower's financial advisor with the DIP Lenders and/or the Requisite Prepetition Secured Creditors, as applicable, to discuss any updated Effective Budget and any Budget Variance Report delivered pursuant to this Section 9.4(b)(vii) and other cash management information related thereto, *provided* that such calls shall occur no more frequently than every two (2) calendar weeks.

Delivery of the above reports to the DIP Lenders is for informational purposes only and any DIP Lender's receipt of such reports will not constitute constructive notice of any information contained therein or determinable from information contained therein, including each Obligor's or its Restricted Subsidiaries'

compliance with any of its covenants in the Loan Documents (as to which the DIP Lenders are entitled to rely exclusively on Officer's Certificates).

Section 9.5 Books and Records

The Borrower shall, and shall cause each of its Restricted Subsidiaries to, keep proper books and records and accounts in which full, true and correct entries are made of all dealings and transactions in relation to its business and activities, in conformity with IFRS as applicable from time to time and otherwise in compliance in all material respects with applicable Law.

Section 9.6 Compliance with Law; Sanctions

(a) The Borrower shall, and shall cause each of its Restricted Subsidiaries to, comply with all applicable Laws in respect of the conduct of its business and the ownership of its Property, including Environmental Laws and labor laws, except such noncompliance as could not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect.

(b) The Borrower shall, and shall cause each of its Subsidiaries to, comply with (i) the FCPA, (ii) applicable Sanctions, (iii) other Anti-Corruption Laws, and (iv) Anti-Money Laundering Laws in all respects.

(c) Each of the Borrower and its Subsidiaries has instituted and maintains policies and procedures reasonably designed to prevent violations of applicable Sanctions, Anti-Corruption Laws and Anti-Money Laundering Laws.

Section 9.7 Government Approvals

The Borrower shall, and shall cause each of its Restricted Subsidiaries to, obtain, make and keep in full force and effect all authorizations from and registrations with Governmental Authorities that may be required for the validity or enforceability against the Borrower or Restricted Subsidiary of the Loan Documents, including any authorizations from and registrations as may be required by any central banks in connection with any payments to be made by the Borrower under the Loan Documents.

Section 9.8 [Reserved]

Section 9.9 [Reserved]

Section 9.10 [Reserved]

Section 9.11 [Reserved]

Section 9.12 [Reserved]

Section 9.13 Collateral Documents; Maintenance of Liens

The Borrower and each other Obligor shall:

(a) (i) Take all actions reasonably necessary or advisable to maintain and preserve the Liens created or purported to be created by the Collateral Documents and the priority of such Liens (including, for the avoidance of doubt, with respect to the Trust Estate pursuant to the Mexican Security Trust Agreement, carry out any registration renewal as it may be required by law), and (ii) from time to time, execute or cause

to be executed any and all further instruments (including financing statements, continuation statements and similar statements with respect to any Collateral Document) reasonably requested by any DIP Lender for such purposes.

(b) [Reserved]

(c) Without limiting the foregoing, promptly upon request by the Required DIP Lenders, (i) correct any material defect or error that may be discovered in any Collateral Document or in the execution, acknowledgment, filing or recordation thereof, and (ii) execute, acknowledge, deliver, record, re-record, file, re-file, register and re-register any and all such further acts, deeds, conveyances, pledge agreements, mortgages, assignments, financing statements and continuations thereof, termination statements, notices of assignment, transfers, certificates, assurances and other documents and instruments as the Required DIP Lenders may reasonably require from time to time in order to carry out more effectively the purposes of, and the transactions contemplated by, the Loan Documents, (B) maintain the perfection, validity, effectiveness and priority of the Collateral Documents and any of the Liens intended to be created thereunder and (C) assure, convey, grant, assign, transfer, preserve, protect and confirm more effectively unto the Secured Parties the rights granted or now or hereafter intended to be granted to the Secured Parties under any Loan Document or under any other document or instrument executed in connection with any Loan Document to which any Obligor or any Restricted Subsidiary is or is to be a party.

(d) Maintain and preserve the Liens created or purported to be created by the Collateral Documents and the priority of such Liens on the Collateral until the occurrence of the Scheduled Maturity Date.

Section 9.14 [Reserved]

Section 9.15 Milestones and Governance Covenants

For so long as the Restructuring Support Agreement is in effect, the Borrower shall comply with the Milestones.

ARTICLE X
NEGATIVE COVENANTS

Section 10.1 Limitation on Payment Restrictions Affecting Restricted Subsidiaries.

(a) Except as provided by (b) and as expressly directed otherwise by the DIP Orders, the Borrower shall not, and shall not cause or permit any Restricted Subsidiary to, directly or indirectly, create or otherwise cause or permit to exist or become effective any encumbrance or restriction of any kind on the ability of any Restricted Subsidiary to:

(i) pay any Indebtedness owed to the Borrower or any other Restricted Subsidiary; or

(ii) Guarantee any Indebtedness or other obligations of the Borrower or any other Restricted Subsidiary.

(b) Section 10.1(a) above shall not apply to encumbrances or restrictions existing under or by reason of:

(i) applicable law or governmental rule, regulation or order applicable other than solely on account of the action or inaction of the Borrower or any Restricted Subsidiary;

(ii) this Agreement;

(iii) the terms of any Indebtedness outstanding on the Effective Date, and any amendments, extensions, renewals, replacements or restatements thereof; provided, that any amendment, extension, renewal, replacement or restatement is not materially more restrictive with respect to such encumbrances or restrictions than those in existence on the Effective Date;

(iv) the terms of any binding agreement with respect to any Restricted Subsidiary relating to its Capital Stock or assets in effect on the Effective Date, and any amendments, extensions, renewals, replacements or restatements thereof; provided that any amendment, extension, renewal, replacement or restatement is not materially more restrictive with respect to such encumbrances or restrictions than those in existence on the Effective Date;

(v) [reserved];

(vi) customary non-assignment provisions in contracts, agreements, leases, permits, and licenses;

(vii) [reserved];

(viii) restrictions (A) with respect to any Person, or to the property or assets of any Person, at the time the Person is acquired by the Borrower or any Restricted Subsidiary, or (B) with respect to any Unrestricted Subsidiary at the time it is designated or is deemed to become a Restricted Subsidiary, which encumbrances or restrictions (i) are not applicable to any other Person or the property or assets of any other Person and (ii) were not put in place in anticipation of such event and any extensions, renewals, replacements or refinancings of any of the foregoing, provided that the encumbrances and restrictions in the extension, renewal, replacement or refinancing are, taken as a whole, no less favorable in any material respect to the DIP Lenders than the encumbrances or restrictions being extended, renewed, replaced or refinanced;

(ix) [reserved];

(x) customary provisions in joint venture or other similar agreements entered into in the ordinary course of business with respect to an acquired entity, which such joint venture or other similar agreement must be in existence at the time such entity is acquired;

(xi) restrictions imposed by Purchase Money Indebtedness for property acquired in the ordinary course of business or by Capitalized Lease Obligations, in each case permitted herein on the property so acquired, but only to the extent that such encumbrances or restrictions restrict the transfer of the property;

(xii) restrictions customarily granted in connection with securitization, factoring or discounting involving receivables;

(xiii) encumbrances or restrictions on cash or other deposits or net worth imposed by customers under contracts or other arrangements entered into or agreed to in the ordinary course of business; and

(xiv) an agreement governing Indebtedness Incurred to refinance the Indebtedness issued, assumed or Incurred pursuant to an agreement referred to in sub-clauses (i) through (xiii) of this clause (b); *provided*, that such refinancing agreement is not materially more restrictive with respect to such encumbrances or restrictions than those contained in the agreement referred to in such sub-clauses (i) through (xiv).

Section 10.2 Limitation on Restricted Payments.

(a) Except as expressly directed otherwise by the DIP Orders, the Borrower shall not and shall not cause or permit any of its Restricted Subsidiaries to, directly or indirectly, take any of the following actions (each, a "**Restricted Payment**"):

(i) declare or pay any dividend or return of capital or make any distribution on or in respect of shares of Capital Stock of the Borrower or any Restricted Subsidiary to holders of such Capital Stock, other than:

(1) dividends or distributions payable in Qualified Capital Stock of the Borrower or options, warrants or other rights to purchase Capital Stock (other than Disqualified Stock) of the Borrower;

(2) dividends or distributions payable to the Borrower and/or a Restricted Subsidiary; or

(3) dividends, distributions or returns of capital made on a pro rata basis to the Borrower and its Restricted Subsidiaries, on the one hand, and minority holders of Capital Stock of a Restricted Subsidiary, on the other hand (or on less than a pro rata basis to any minority holder);

(ii) purchase, redeem or otherwise acquire or retire for value (including, without limitation, in connection with any merger or consolidation involving the Borrower) any Capital Stock of the Borrower held by a Person other than a Restricted Subsidiary;

(iii) purchase, defease, redeem, prepay (including with respect to principal), decrease or otherwise acquire or retire for value, prior to any scheduled final maturity, scheduled repayment or scheduled sinking fund payment, as the case may be, any Indebtedness for borrowed money (other than intercompany Indebtedness and the Obligations);

(iv) pay or prepay principal or interest on, or purchase, redeem or defease, any Subordinated Shareholder Loan; or

(v) make any Investment (other than Permitted Investments).

(b) Notwithstanding the above, this Section 10.2 does not prohibit Restricted Payments that are made in accordance with the Effective Budget (including Permitted Variances thereto).

Section 10.3 [Reserved]

Section 10.4 Limitations on Indebtedness

(a) Except as expressly directed otherwise by the DIP Orders, the Borrower shall not, and shall not permit any of its Restricted Subsidiaries to, directly or indirectly, Incur any Indebtedness (including Acquired Indebtedness) or issue any Disqualified Stock or Preferred Stock.

(b) Notwithstanding the foregoing, the Borrower and, to the extent provided below, as applicable, any Restricted Subsidiary, may Incur the following ("**Permitted Indebtedness**"):

(i) Indebtedness of the Borrower and the Restricted Subsidiaries of Indebtedness represented by (A) the Obligations and (B) obligations under Prepetition Indebtedness;

(ii) Indebtedness existing on the Effective Date and described on Schedule 10.4 hereto (other than Indebtedness described in clause (b)(i) of this Section 10.4);

(iii) Indebtedness expressly permitted under the Effective Budget;

(iv) Indebtedness of the Borrower owed to and held by any Restricted Subsidiary or Indebtedness of a Restricted Subsidiary owed to and held by the Borrower or any other Restricted Subsidiary; provided, however, that:

(1) any subsequent issuance or transfer of any Capital Stock or any other event that results in any such Restricted Subsidiary ceasing to be a Restricted Subsidiary or any subsequent transfer of any such Indebtedness (except to the Borrower or a Restricted Subsidiary) shall be deemed, in each case, to constitute the Incurrence of such Indebtedness by the Borrower thereof; and

(2) if the Borrower is the obligor on such Indebtedness, such Indebtedness is expressly subordinated to the prior payment in full in cash of all obligations with respect to the Loans;

(v) Indebtedness represented by agreements or instruments in respect of an interest rate or currency swap, exchange or hedging transaction or other financial derivatives transaction; provided, that such Indebtedness was entered into in the ordinary course of business, consistent with past practice and not for speculative purposes or the obtaining of credit (other than credit consisting of exposure under such swap, exchange or hedging transaction or other financial derivatives transaction);

(vi) Indebtedness consisting of letters of credit, banker's acceptances, performance bonds, appeal bonds, surety bonds, bid bonds, customs bonds and other similar bonds, work plan guarantees and reimbursement obligations Incurred by the Borrower or any Restricted Subsidiary in the ordinary course of business securing the performance of contractual, franchise or license obligations of the Borrower or any Restricted Subsidiary (in each case, other than for an obligation for borrowed money); *provided*, however, that upon the drawing of any such letters of credit or the Incurrence of such Indebtedness, such obligations are reimbursed within sixty (60) days;

(vii) customary contingent liabilities Incurred in the ordinary course of business in respect of the acquisition or sale of goods, services, supplies or merchandise in the ordinary course of business;

(viii) Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds or Indebtedness in respect of netting services, automatic clearinghouse arrangements, overdraft protections and similar arrangements in connection with deposit accounts, in each case in the ordinary course of business; provided, that such Indebtedness is extinguished within five (5) Business Days of its Incurrence;

(ix) Indebtedness of the Borrower or any Restricted Subsidiary represented by letters of credit for the account of the Borrower or any Restricted Subsidiary, as the case may be, in order to

provide security for workers' compensation claims, payment obligations in connection with self-insurance or similar requirements in the ordinary course of business;

(x) the guarantee of Indebtedness of the Borrower or any Restricted Subsidiary that was permitted to be Incurred by the Borrower or any Restricted Subsidiary, as the case may be, under the terms of this Agreement; provided, that if the Indebtedness being guaranteed is subordinated to the Loans, then the guarantee of such Indebtedness must be subordinated to the Loans to at least the same extent; and

(xi) Indebtedness arising from agreements of the Borrower providing for indemnification, adjustment of purchase price or similar obligations, in each case, Incurred in connection with the disposition of any business, assets or Restricted Subsidiary, other than guarantees of Indebtedness Incurred by any Person acquiring all or any portion of such business, assets or Restricted Subsidiary for the purpose of financing such acquisition; provided, that the maximum aggregate liability in respect of all such Indebtedness shall at no time exceed the proceeds actually received by the Borrower in connection with such disposition.

(xii) any time following the occurrence of an RSA Termination Event, Indebtedness of the Borrower Incurred in accordance with paragraph 9(e) of the Interim DIP Order (and the applicable provision of the Final DIP Order) during the Standstill Period in an aggregate principal amount not to exceed the Pari Passu Debt Cap at any one time outstanding (such Indebtedness, "**Pari Passu Debt**"), which Pari Passu Debt may be secured by Liens on the Collateral ranking pari passu with, but not senior to, the Liens securing the Obligations; provided that (A) the holders of such Pari Passu Debt (or a representative acting on their behalf) shall have entered into an intercreditor agreement reasonably satisfactory to the Required DIP Lenders and the Requisite Prepetition Secured Creditors providing for the ratable sharing of the Collateral and the proceeds thereof between the DIP Lenders and the holders of such Pari Passu Debt, (B) the proceeds of such Pari Passu Debt shall be applied in accordance with the Effective Budget, (C) such Pari Passu Debt may be Incurred notwithstanding the occurrence and continuance of any Default or Event of Default, and (D) the incurrence of such Pari Passu Debt is expressly permitted by the DIP Orders or any other order of the Bankruptcy Court reasonably acceptable to the Required DIP Lenders;

(c) Notwithstanding any other provision of this Section 10.4, for purposes of determining compliance with this Section 10.4, increases in Indebtedness solely due to fluctuations in the exchange rates of currencies shall not be deemed to exceed the maximum amount that the Borrower or a Restricted Subsidiary may Incur under this Section 10.4. For purposes of determining compliance with any U.S. dollar-denominated restriction on the Incurrence of Indebtedness, the U.S. dollar-equivalent principal amount of Indebtedness denominated in a foreign currency shall be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was Incurred. The principal amount of any Indebtedness Incurred to refinance other Indebtedness, if Incurred in a different currency from the Indebtedness being refinanced, shall be calculated based on the currency exchange rate applicable to the currencies in which such respective Indebtedness is denominated that is in effect on the date of such refinancing;

(d) In the event that an item of Indebtedness meets the criteria of clause (a) or (b) above or more than one of the categories of Permitted Indebtedness described in clauses (i) through (xii) of clause (b) above, the Borrower may, in its sole discretion, divide and classify (or at any time reclassify) such item of Indebtedness in any manner that complies with this Section 10.4. Indebtedness permitted by this Section 10.4 need not be permitted solely by reference to one provision permitting such Indebtedness, but may be permitted in part by such provision and in part by one or more other provisions of this Section 10.4 permitting such Indebtedness. Nothing in this (d) will limit the Borrower from Incurring Indebtedness before any prepayment under Section 3.3, which Indebtedness shall be permitted under this Agreement after any prepayment under Section 3.3.

(e) For purposes of determining compliance with, and the outstanding principal amount of, any particular Indebtedness Incurred pursuant to and in compliance with this Section 10.4:

(i) The outstanding principal amount of any item of Indebtedness shall be counted only once;

(ii) the amount of Indebtedness issued at a price that is less than the principal amount thereof shall be equal to the amount of the liability in respect thereof determined in accordance with IFRS;

(iii) Guarantees of, or obligations in respect of letters of credit or similar instruments relating to, Indebtedness which are otherwise included in the determination of a particular amount of Indebtedness shall not be included; and

(iv) the accrual of interest, the accretion or amortization of original issue discount, the payment of regularly scheduled interest in the form of additional Indebtedness of the same instrument or the payment of regularly scheduled dividends on Disqualified Stock in the form of additional Disqualified Stock with the same terms shall not be deemed to be an Incurrence of Indebtedness for purposes of this Section 10.4; provided that any such outstanding additional Indebtedness or Disqualified Stock paid in respect of Indebtedness or Disqualified Stock Incurred pursuant to any provision above shall be counted as Indebtedness outstanding thereunder for purposes of any future Incurrence.

Section 10.5 Limitation on Consolidation or Merger .

(a) Except as expressly directed otherwise by the DIP Orders, neither of the Borrower nor any of its Restricted Subsidiaries shall consolidate with or merge with or into any Person.

(b) Notwithstanding the foregoing (which does not apply to transactions referred to in this sentence), any Restricted Subsidiary of the Borrower may consolidate or otherwise combine with or merge into the Borrower. Any Restricted Subsidiary may consolidate or otherwise combine with or merge into any other Restricted Subsidiary.

Section 10.6 [Reserved]

Section 10.7 Limitation on Affiliate Transactions.

(a) The Borrower shall not, and shall not permit any of its Restricted Subsidiaries to enter into or conduct any transaction (including the purchase, sale, lease or exchange of any property or the rendering of any service) with any Affiliate of the Borrower (an "**Affiliate Transaction**") involving aggregate value in excess of U.S. $10,000,000, unless:

(i) the terms of such Affiliate Transaction taken as a whole are not materially less favorable to the Borrower or such Restricted Subsidiary, as the case may be, than those that could be obtained in a comparable transaction at the time of such transaction or the execution of the agreement providing for such transaction in arm's length dealings with a Person who is not such an Affiliate; and

(ii) in the event such Affiliate Transaction involves an aggregate value in excess of U.S. $15,000,000 (or the equivalent in other currencies), the terms of such transaction have been approved by (i) either the Borrower's shareholders or its Board of Directors and (ii) the DIP Lenders.

(b) The foregoing paragraphs do not apply to:

(i) any transaction between the Borrower and any of its Restricted Subsidiaries or between Restricted Subsidiaries of the Borrower, or, in any case, any entity that becomes a Restricted Subsidiary as a result of such transaction;

(ii) the payment of reasonable and customary fees to directors of the Borrower who are not employees of the Borrower;

(iii) any Restricted Payments permitted under Section 10.2;

(iv) transactions or payments pursuant to any employee, officer or manager compensation or benefit plans or any employment, consulting, service or termination agreements, other benefit-related arrangements or similar arrangements entered into in the ordinary course of business and the payment of compensation to officers, managers and employees of the Borrower or any Restricted Subsidiary in respect thereof;

(v) transactions pursuant to any contract or agreement in effect on the Effective Date, as amended, modified or replaced from time to time so long as the amended, modified or new agreements, taken as a whole, are not materially less favorable to the Borrower and its Restricted Subsidiaries than the contract or agreement being amended, modified or replaced;

(vi) transactions with (i) customers, clients, distributors, lessors, suppliers or purchasers or sellers of goods or services or (ii) joint ventures or other similar arrangements, in each case, in the ordinary course of business and on market terms; and

(vii) any issuance or sale of Capital Stock (other than Disqualified Stock).

Section 10.8 [Reserved]

Section 10.9 [Reserved]

Section 10.10 [Reserved]

Section 10.11 [Reserved]

Section 10.12 [Reserved]

Section 10.13 Additional Bankruptcy Matters

The Borrower shall not, and shall not permit any of the Borrower's Subsidiaries to do any of the following other than as permitted by the DIP Orders:

(i) use any portion or proceeds of the credit extensions hereunder or the Collateral for payments or purposes that would violate the terms of the DIP Orders;

(ii) incur, create, assume, suffer to exist or permit, except as otherwise expressly permitted by the DIP Orders or any other order of the Bankruptcy Court reasonably acceptable to the Required DIP Lenders, any other superpriority administrative claim which is pari passu with or senior to the claim of the Secured Parties against any Debtor;

(iii) subject to the terms of the DIP Orders, assert, join, investigate, support or prosecute any claim or cause of action against any of the Secured Parties (solely in their capacities as such),

unless such claim or cause of action is in connection with the enforcement of the Loan Documents against any of the Secured Parties;

(iv) seek, consent to, or permit to exist any order granting authority to take any action that is prohibited by the terms of this Agreement, the DIP Orders, the other Loan Documents or refrain from taking any action that is required to be taken by the terms of this Agreement, the DIP Orders or any of the other Loan Documents;

(v) subject to the terms of the DIP Orders, object to, contest, delay, prevent or interfere with in any material manner the exercise of rights and remedies by the Secured Parties with respect to the Collateral following the occurrence of an Event of Default, including without limitation a motion or petition by any Secured Party to lift an applicable stay of proceedings to do the foregoing (provided that any Debtor may contest or dispute whether an Event of Default has occurred in accordance with the terms of the DIP Orders and the Loan Documents);

(vi) [reserved];

(vii) [reserved];

(viii) assert any right of subrogation or contribution against any other Obligor under this Agreement or any other Loan Document;

(ix) [reserved];

(x) file or pursue or support any other Person in filing or pursuing any Plan of Reorganization or other Chapter 11 plan or disclosure statement in respect of the Borrower that is not an Acceptable Reorganization Plan or Acceptable Disclosure Statement;

(xi) [reserved];

(xii) [reserved];

(xiii) [reserved]; or

(xiv) propose to the Bankruptcy Court, or otherwise, a sale of all or substantially all of the Collateral without the prior written consent of the Required DIP Lenders; *provided, however*, that notwithstanding the foregoing, during the Standstill Period and subject to paragraph 10 of the Interim DIP Order (and the applicable provision of the Final DIP Order), the Borrower may take any action otherwise prohibited by this clause (xiv) without the consent of the Required DIP Lenders so long as all Obligations are indefeasibly paid in full in cash simultaneously with, and as an express condition precedent to, the consummation of such sale.

Section 10.14 Sanctions and Anti-Corruption.

The Borrower shall not, and shall not permit any of its Subsidiaries to, and neither the Borrower nor its Subsidiaries shall permit or authorize any other Person to, directly or indirectly, use, or otherwise make available, all or any of the Loans: (i) for the benefit of any Restricted Person; (ii) in any manner that would reasonably be expected to result in any Borrower, Subsidiary, or DIP Lender being in breach of any Sanctions (if and to the extent applicable to any of them) or becoming a Restricted Person; or (iii) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of relevant value, to any Person in violation of any Anti-Corruption Law.

Section 10.15 Chapter 11 Modifications

Except as permitted pursuant to the terms of this Agreement and the applicable DIP Orders or otherwise consented to by the Required DIP Lenders, or at any time the Restructuring Support Agreement is not in effect, in connection with any repayment or refinancing that results in the Obligations being indefeasibly repaid in full, in cash (and the Commitments terminated) upon the consummation thereof, the Borrower shall not, and shall not permit any of the Borrower's Subsidiaries to: (i) make to or permit to be made any change, amendment or modification, or any application or motion for any change, amendment or modification, to the DIP Orders or (ii) incur, create, assume or suffer to exist or permit any other superpriority administrative claim which is pari passu with or senior to the DIP Superpriority Claims of the DIP Lender hereunder (other than superpriority claims in respect of Pari Passu Debt incurred in accordance with Section 10.4).

Section 10.16 Compliance with Effective Budget

Except as otherwise provided herein or approved by the Required DIP Lenders, the Borrower shall not, and shall not permit any of the Borrower's Subsidiaries to, directly or indirectly make any payment (as adequate protection or otherwise), or application for authority to pay, on account of any Indebtedness arising prior to the Petition Date other than payments consistent with the Effective Budget (or any Permitted Variance) (or as otherwise permitted in accordance with the terms of the DIP Orders).

Section 10.17 Braskem Idesa Servicios

Notwithstanding anything to the contrary contained herein, the Borrower shall be permitted to wind up, liquidate and/or dissolve Braskem Idesa Servicios; *provided* that, prior to such winding up, liquidation and/or dissolution, all assets of Braskem Idesa Servicios shall have been transferred to one or more of the other Obligors.

ARTICLE XI
THE GUARANTY

Section 11.1 The Guaranty

(a) In order to induce the DIP Lenders to enter into this Agreement, or for other good and valuable consideration, receipt of which is hereby acknowledged by the Guarantors, each Guarantor hereby irrevocably, severally and jointly guarantees, as a primary obligor and not merely as a surety, the due and punctual payment of all amounts payable by the Borrower under the Loan Documents, including all of the principal of and interest on the Loans hereunder and all fees and other amounts from time to time owing to the DIP Lenders hereunder, as and when such amounts become payable (whether at stated maturity, by acceleration or otherwise).

(b) The Guarantors' obligations under this Guaranty shall be absolute, unconditional and irrevocable, irrespective of the validity or enforceability of any other provision of the Loan Documents. No defenses (on grounds of law, equity, public policy or otherwise) or other circumstances that would have the effect of discharging a guarantor shall be available to the Guarantors so as to deny payment of any amount due in respect of this Guaranty against the DIP Lenders, and the Guarantors hereby expressly and irrevocably waive, and agree not to assert, any such defenses or circumstances. To the extent it is required pursuant to the applicable law now existing or that may be enacted at any time hereafter, each of Guarantors hereby (i) represents that it has obtained and/or (ii) undertakes to promptly obtain the relevant authorizations and/or licenses from, and to effect the relevant registrations with, the relevant government bodies and

agencies in connection with the execution of this Agreement, the Guaranty hereunder and the remittance of any payments by each Guarantor of any amounts under this Agreement to the DIP Lenders.

(c) This Guaranty is a guaranty of payment and not of collection, and shall remain in full force and effect until all amounts payable by the Borrower under the Loan Documents have been validly, finally and irrevocably paid in full, and shall not be affected in any way by the absence of any action to obtain such amounts from the Borrower or by any variation, extension, waiver, compromise or release of any or all of the obligations of the Borrower under the Loan Documents or of any security from time to time therefor. Each Guarantor waives all requirements as to promptness, diligence, presentment, demand for payment, protest and notice of any kind with respect to the Loan Documents, and any requirement that any DIP Lender exhaust any right, power or remedy or proceed against the Borrower under the Loan Documents, or against any other Person under any other guarantee of, or security for, any of the Borrower's obligations hereunder. In addition, each Mexican Guarantor hereby expressly waives (i) any defense arising by reason of any claim or defense based upon an election of remedies by the DIP Lender that in any manner impairs, reduces, releases or otherwise adversely affects the subrogation, reimbursement, exoneration, contribution or indemnification rights of such Mexican Guarantors or other rights of such Mexican Guarantor to proceed against any Person, and (ii) any defense based on any right set-off or counterclaim against or in respect of the obligations of such Mexican Guarantor, for which purposes each Mexican Guarantor expressly waives to any fullest extent permitted by Law, to the benefits of order (*orden*), division (*division*) and defense (*excusión*) and any other benefits whatsoever provided or otherwise set forth in Mexican Law, including Articles 2813, 2814, 2815, 2816, 2817, 2818, 2819, 2820, 2821, 2822, 2823, 2824, 2826, 2827, 2836, 2839, 2840, 2842, 2844, 2845, 2846, 2847, 2848 and 2849 of the Federal Civil Code of Mexico (*Código Civil Federal*) and the corresponding provisions of the Civil Codes of the states of Mexico and Mexico City (or any successor provisions). Each Guarantor acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated by this Agreement and that the waiver set out in this clause is knowingly made in contemplation of such benefits.

(d) This Guaranty shall not be affected by the occurrence of any Default, by any change in the laws, rules or regulations of Mexico or by any present or future action of any Governmental Authority or court amending, varying, reducing or otherwise affecting, or purporting to amend, vary, reduce or otherwise affect, any of the obligations of the Borrower under this Agreement or the other Loan Documents or by any other circumstance (other than by complete, irrevocable payment) that might otherwise constitute a legal or equitable discharge or defense of a surety or a guarantor. If the Borrower merges or consolidates with or into another entity, loses its separate legal identity or ceases to exist, the Guarantor shall nonetheless continue to be liable for the payment of all amounts payable by the Borrower under the Loan Documents.

(e) No election to proceed in one form of action or proceedings, or against any Person, or on any Obligations, shall constitute a waiver of any DIP Lender's right to proceed in any other form of action or proceeding or against any other Person unless such DIP Lender has expressed any such waiver in writing. Without limiting the generality of the foregoing, no action or proceeding by any DIP Lender against any Obligor under any document evidencing or securing debt of any Obligor to any DIP Lender shall diminish the liability of the Guarantor hereunder, except to the extent any DIP Lender receives actual payment on account of Obligations by such action or proceeding, notwithstanding the effect of any such election, action or proceeding upon the right of subrogation of the Guarantor in respect of the Borrower.

(f) This Guaranty shall remain in full force and effect or shall be reinstated (as the case may be) if at any time any payment of the Borrower, in whole or in part, is rescinded or must otherwise be returned or restored by any DIP Lender upon the insolvency, bankruptcy, *concurso mercantil*, or reorganization of the Borrower or otherwise, all as though such payment had not been made. Each Guarantor agrees that it will indemnify each DIP Lender on demand for all reasonable and documented costs and expenses (including fees of counsel) incurred by such DIP Lender in connection with such

rescission, return or restoration, including any such costs and expenses incurred in defending against any claim alleging that such payment constituted a preference, fraudulent transfer or similar payment under any bankruptcy, insolvency or similar law.

(g) Each Guarantor agrees that until the payment and satisfaction in full of all of the Borrower's obligations hereunder and the expiration and termination of the Commitments of the DIP Lenders hereunder, it shall not exercise any right or remedy arising by reason of its performance of this Guaranty, whether by subrogation or otherwise, against the Borrower or any other guarantor of any of the Borrower's obligations hereunder or any security for the Borrower's obligations hereunder including the rights of subrogation provided in Article 2830 of the Federal Civil Code (*Código Civil Federal*) and the correlative articles of the civil code of each political subdivision of Mexico (including Mexico City). If, at any time when any amount payable by the Borrower under any Loan Document is overdue and unpaid, each Guarantor receives any amount as a result of any action against the Borrower or any of its Property or assets or otherwise for or on account of any payment made by each Guarantor under this Guaranty, each Guarantor shall forthwith pay such amount received by it to the DIP Lenders, without demand, to be credited and applied upon any such amount payable by the Borrower hereunder.

(h) Each Guarantor agrees that, as between it and the DIP Lenders, the obligations of the Borrower under this Agreement may be declared to be forthwith due and payable as provided in Article XII (and shall be deemed to have become automatically due and payable in the circumstances provided in Article XII) for purposes of this Article XI notwithstanding any stay, injunction or other prohibition preventing such declaration (or such obligations from becoming automatically due and payable) as against the Borrower and that, in the event of such declaration (or such obligations being deemed to have become automatically due and payable), such obligations (whether or not due and payable by the Borrower) shall forthwith become due and payable by each Guarantor for purposes of this Article XI.

(i) Each Guarantor hereby acknowledges that this Guaranty constitutes an instrument for the payment of money, and consents and agrees that any DIP Lender, in its sole option, in the event of a dispute by any Guarantor in the payment of any moneys due hereunder, shall have the right to bring motion-action under Section 3213 of New York Civil Practice Law & Rules.

(j) The obligations of each Guarantor hereunder shall not be reduced, limited, impaired, discharged, deferred, suspended or terminated by any case or proceeding, voluntary or involuntary, involving the bankruptcy, insolvency, receivership, *concurso mercantil*, reorganization, liquidation or arrangement of the Borrower or by any defense which the Borrower may have by reason of the order, decree or decision of any court or administrative body resulting from any such proceeding.

(k) Each Guarantor acknowledges and agrees that any interest on any portion of the Obligations which accrues after the commencement of any case or proceeding referred to in clause (j) above (or, if interest on any portion of the Obligations ceases to accrue by operation of law by reason of the commencement of such case or proceeding, such interest as would have accrued on such portion of the Obligations if such case or proceeding had not been commenced) shall be included in the Obligations because it is the intention of each Guarantor that the Obligations which are guaranteed hereunder should be determined without regard to any rule of law or order which may relieve the Borrower of any portion of such Obligations.

(l) This Guaranty is a continuing guarantee of payment and not of collection, and shall apply to all obligations of the Borrower under the Loan Documents whenever arising.

ARTICLE XII
EVENTS OF DEFAULT

Section 12.1 Events of Default

If one or more of the following events of default (each an "**Event of Default**") shall occur and be continuing, the DIP Lenders shall be entitled to the remedies set forth in Section 12.2:

(a) any Obligor shall default in the payment or prepayment when due under the Loan Documents of (i) any principal of any Loans, (ii) any interest on any Loans, or (iii) any other amount payable by any Obligor under the Loan Documents; provided that, in the case of sub clauses (ii) or (iii), solely with respect to any such failure to pay which resulted from a cause or causes that are technical or administrative in nature and not from a failure by any Obligor to make a good faith effort to make such payment, such failure to pay shall not constitute an Event of Default unless such failure to pay continues for a period of five (5) Business Days immediately following the date on which such payment was due and payable; or

(b) any representation or warranty in any Loan Document (or any modification or supplement thereto, including any amendment and waiver thereto) made or deemed made by any Obligor shall prove to have been false or misleading in any material respect as of the time made or furnished, and the circumstances giving rise to such representation or warranty proving to be false or misleading, if capable of remedy, continue unremedied for a period of thirty (30) days after notice thereof by the DIP Lenders; *provided*, that no Event of Default shall occur under this (b) if (i) the condition or event giving rise to such false or misleading representation does not have or would not reasonably be expected to have a Material Adverse Effect, or (ii) the condition or event giving rise to such false or misleading representation or warranty is capable of being remedied, but by its nature cannot reasonably be remedied within such thirty (30)-day period, (iii) the Borrower has commenced remedying such Default within such thirty (30)-day period and is proceeding diligently to cure such Default and (iv) such Default is actually remedied within ninety (90) days after notice thereof by the DIP Lenders; or

(c) any Obligor shall default in the performance of its obligations under Sections 9.6(b) or 10.4, and such default continues unremedied for five (5) Business Days from the earlier of the time (i) any DIP Lender gives notice to the Borrower of such default or (ii) an Authorized Officer of the Borrower becomes aware of such default; or

(d) any Obligor shall default in the performance of any of its other obligations (other than those referred to in clauses (a) or (c) above) under any Loan Document and such default continues unremedied for a period of thirty (30) days from the earlier of the time (i) any DIP Lender gives notice to the Borrower of such default or (ii) an Authorized Officer of the Borrower becomes aware of such default *provided*, that no Event of Default shall occur under this Section 12.1(d) if (A) such Default is capable of being remedied but by its nature cannot reasonably be remedied within such thirty (30)-day period, (B) such Obligor has commenced remedying such Default within such thirty (30)-day period and is proceeding diligently to cure such Default, and (C) such Default is actually remedied within sixty (60) days after notice thereof by the DIP Lenders; or

(e) except as a result of commencement of the Chapter 11 Cases or unless the payment, acceleration and/or the exercise of remedies with respect to any such Indebtedness is stayed by the Bankruptcy Court (including, for the avoidance of doubt, by the operation of the Bankruptcy Code), any Obligor defaults under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any debt by such Obligor (or the payment of which is guaranteed by any Obligor), whether such debt or guarantee now exists or is created after the date of this Agreement, which default (A) is caused by a failure to pay principal of or premium, if any, or interest on such debt after giving

effect to any grace period provided for such debt on the date of such default, (a "**Payment Default**") or (B) results in the acceleration of such debt prior to its express maturity and, in each case of the foregoing sub-clauses (A) and (B), the principal amount of any such debt, under which there has been a Payment Default or the maturity of which has been so accelerated, totals U.S. $10,000,000 (or the equivalent thereof at the time of determination) or more in the aggregate; or

(f) except for any order of the Bankruptcy Court fixing the amount of any claim in the Chapter 11 Cases, one or more final judgments or decrees for the payment of money in excess of U.S. $20,000,000 (or the equivalent thereof at the time of determination) in the aggregate are rendered against any Obligor (and are not paid (whether in full or in installments in accordance with the terms of the judgment) or otherwise discharged (and otherwise not covered by a reputable and Solvent insurance company)) and, in the case of each such judgment or decree, either (A) an enforcement proceeding has been commenced by any creditor upon such judgment or decree and is not dismissed within ninety (90) days following commencement of such enforcement proceedings or (B) there is a period of ninety (90) days following such judgment during which such judgment or decree is not discharged, waived or the execution thereof stayed; or

(g) other than the Chapter 11 Cases, any Obligor or any Restricted Subsidiary, (i) (A) any voluntary case or proceeding is commenced by such Obligor under any Bankruptcy Law, or consent to the entry of an order for relief in respect of any Obligor in an involuntary case or proceeding under any Bankruptcy Law or to the commencement of any bankruptcy or insolvency case or proceeding against any Obligor, or (B) consent by such Obligor to the appointment of a receiver, trustee, custodian, conservator, conciliador, síndico or other similar official in bankruptcy or insolvency of such Obligor or any of its Property; or (ii) the entry by a court with competent jurisdiction of an order for relief in respect of any Obligor, in an involuntary case or proceeding under any Bankruptcy Law remains undismissed, undischarged or unbonded for a period of sixty (60) consecutive days; or (iii) any Obligor shall take any action in furtherance of any of the acts set forth in clause (i) above (in each case solely as evidenced by the adoption of a corporate resolution by the shareholders of such Obligor in favor of any such actions); provided that this clause (g) shall not apply (i) to the extent that (A) with respect to the case of any Restricted Subsidiary that is not a Debtor, within ten (10) Business Days after the commencement thereof, such case becomes jointly administered with the Chapter 11 Cases and (B) each of the Interim DIP Order and/or Final DIP Order (as applicable) are made applicable to such Restricted Subsidiary hereunder on terms and conditions reasonably satisfactory to the Required DIP Lenders or (ii) to any local proceeding to recognize the Chapter 11 Cases or to enforce the automatic stay or other protective provisions granted to the Debtors in the Chapter 11 Cases;

(h) a Change of Control shall have occurred;

(i) any Loan Document (or material provision thereof) shall fail (after execution and delivery thereof) to be valid and binding or cease to be in full force and effect, or the Borrower shall so assert, or the performance by any Obligor any obligation under the Loan Documents becomes unlawful or the Borrower so assert in writing; or

(j) the Interim DIP Order or the Final DIP Order ceases to be effective to grant a first priority perfected security interest, free and clear of all other Liens, in favor of the Collateral Agent, for the benefit of the Secured Parties, on the Collateral described therein and such failure is not remedied within fifteen (15) days and, if the Borrower is diligently working to resolve such failure, an additional fifteen (15) days; or

(k) (i) any Governmental Authority of Mexico shall impose exchange controls prohibiting the making of payments in U.S. Dollars in respect of the Loans or (ii) any action is taken by a Governmental

Authority of Mexico, including the declaration of a moratorium on payment of any Indebtedness, that has or could reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect;

(l) (i) any Governmental Authority of Mexico shall have condemned, nationalized, seized or otherwise expropriated any part of the Collateral or all or substantially all of the Property of the Borrower and its Subsidiaries, taken as a whole, or shall have assumed control of such Property, (ii) any Government Approval at any time necessary to enable the Borrower or its Subsidiaries to comply with any of its obligations under any of the Loan Documents is terminated, revoked, withdrawn or otherwise not in full force and effect and such termination, revocation, withdrawal or lack of effectiveness could reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect;

(m) the Borrower shall file a motion in the Chapter 11 Cases to obtain additional or replacement financing from a party other than the DIP Lenders under Section 364(d) of the Bankruptcy Code (unless (x) such additional or replacement financing provides for the repayment in full in cash of all Obligations and (y) such repayment occurs on or before the earlier of 23 days after the filing of such motion and two Business Days after the entry of an order of the Bankruptcy Court approving such additional or replacement financing) or to use cash collateral of the DIP Lenders under Section 363(c) of the Bankruptcy Code, except with the express written consent of the Required DIP Lenders (it being understood that, in any event, the Secured Parties shall retain and hereby reserve all rights and objections relating to any such motion);

(n) the Borrower shall file a motion seeking an order (i) approving payment of any prepetition claim other than (x) as provided for in the "first day" or "second day" orders, (y) contemplated by the Effective Budget (including Permitted Variances), or (z) otherwise consented to by the Required DIP Lenders in writing, (ii) granting relief from the automatic stay under Section 362 of the Bankruptcy Code to any holder of any security interest to permit foreclosure on any assets having a book value in excess of U.S. $5,000,000 in the aggregate, or (iii) approving any settlement or other stipulation not approved by the Required DIP Lenders and not included in the Effective Budget with any secured creditor of any Obligor providing for payments as adequate protection or otherwise to such secured creditor;

(o) [reserved];

(p) an order shall be entered by the Bankruptcy Court dismissing any of the Chapter 11 Cases or converting any of the Chapter 11 Cases to a case under Chapter 7 of the Bankruptcy Code, in each case, which does not contain a provision for termination of the Commitments, and payment in full in cash of all Obligations (other than contingent indemnification obligations as to which no claim has been asserted) of the Obligors hereunder and under the other Loan Documents upon entry thereof;

(q) an order is entered by the Bankruptcy Court in the Chapter 11 Cases without the express prior written consent of the Required DIP Lenders (i) to revoke, reverse, stay, modify, supplement or amend the DIP Orders in a manner that is materially inconsistent with this Agreement, (ii) to permit any superpriority adequate protection lien or claim to have administrative priority as to the Obligors equal or superior to the priority of the DIP Superpriority Claim shall be entered by the Bankruptcy Court except as otherwise permitted under this Agreement or (iii) dismissing any of the Chapter 11 Cases which does not contain a provision for termination of all Commitments, and payment in full of all Obligations upon entry thereof;

(r) the Borrower violates any term, provision or condition in the Interim DIP Order or Final DIP Order, as applicable;

(s) [reserved];

(t) the entry of an order by the Bankruptcy Court terminating or shortening the exclusive right of the Borrower to file a Chapter 11 plan pursuant to Section 1121 of the Bankruptcy Code, without the prior written consent of the Required DIP Lenders;

(u) (i) the Borrower shall attempt to invalidate, reduce or otherwise impair the Liens or security interests of the Secured Parties, claims or rights against such Person or to subject any Collateral to assessment pursuant to Section 506(c) of the Bankruptcy Code, (ii) the Lien or security interest created by the Collateral Documents or the DIP Orders with respect to Collateral with a value in excess of U.S. $7,500,000 in the aggregate shall, for any reason, on and after the entry of the DIP Orders, cease to be valid or (iii) any action is commenced by the Obligors which contests the validity, perfection or enforceability of any of the Liens and security interests of the Secured Parties created by any DIP Orders, this Agreement, or any Collateral Document;

(v) the Borrower shall seek to, or shall support (in any such case by way of any motion or other pleading filed with the Bankruptcy Court or any other writing to another party-in-interest executed by or on behalf of such Obligor) any other Person's motion to, disallow in whole or in part the Secured Parties' claim in respect of the Obligations or contest any material provision of any Loan Document or any material provision of any Loan Document shall cease to be effective (other than in accordance with its terms);

(w) [reserved];

(x) the Borrower or any of its Subsidiaries attempt to consummate a sale of substantially all of its assets via a Plan of Reorganization or a 363 sale without consent of the Required DIP Lenders; *provided, however*, that notwithstanding the foregoing, during the Standstill Period and subject to paragraph 10 of the Interim DIP Order (and the applicable provision of the Final DIP Order), the Borrower may take any action otherwise prohibited by this clause (x) without the consent of the Required DIP Lenders so long as all Obligations are indefeasibly paid in full in cash simultaneously with, and as an express condition precedent to, the consummation of such sale;

(y) there shall be any Plan of Reorganization confirmed in the Chapter 11 Cases that is not an Acceptable Reorganization Plan;

(z) the Bankruptcy Court shall enter an order or orders granting relief from the automatic stay applicable under section 362 of the Bankruptcy Code to the holder or holders of any security interest to (i) permit foreclosure (or the granting of a deed in lieu of foreclosure or the like) on any assets of the Debtor which have a value in excess of U.S. $7,500,000 in the aggregate or (ii) permit other actions that would have a Material Adverse Effect on the Debtor or its estate (taken as a whole);

(aa) an order of the Bankruptcy Court shall be entered denying or terminating use of cash collateral by the Borrower or imposing any material additional conditions on such use (and such order remains unstayed for more than seven (7) Business Days), in each case, without the consent of the Required DIP Lenders (with an email from counsel being sufficient);

(bb) the Borrower (or any direct or indirect parent entity or Subsidiary thereof), or any Person claiming by or through the Borrower or any of its Subsidiaries, shall (x) obtain court authorization to commence, or shall commence, join in, assist or otherwise participate as an adverse party in any suit or other proceeding against any Secured Party (in any of their respective capacities as such) relating to the Loans or the Loan Documents, unless such suit or other proceeding is in connection with the enforcement of the Loan Documents against such Secured Party, in its capacities as such or (y) file, assist or otherwise participate in any pleading that, if the relief requested therein were granted, would result in an Event of Default; provided

that the filing of a motion for standing to commence a suit or action by any Person shall not constitute an Event of Default under this clause (bb);

(cc) the payment by the Borrower of any of obligations under the Prepetition Indebtedness other than (i) as permitted by any "first day" or "second day" order entered by the Bankruptcy Court on or prior to the Effective Date, (ii) as permitted by any other order of the Bankruptcy Court, in each case consistent with the Effective Budget (including Permitted Variances) or (iii) as otherwise consented to by the Required DIP Lenders;

(dd) termination of the Restructuring Support Agreement; or

(ee) any holder of Subordinated Indebtedness (other than Braskem S.A.) (or any agent or trustee acting on its behalf) shall commence, join in or otherwise pursue any enforcement, foreclosure or other realization action, whether judicial or extrajudicial, with respect to any Lien or purported Lien on any Collateral.

Section 12.2 Default Remedies

If any Event of Default shall occur and be continuing, then, subject to any requirements or limitations imposed by the DIP Orders (including, without limitation, the Standstill Period and paragraph 10 of the Interim DIP Order), (i) the Required DIP Lenders, may, by notice to the Obligors or any of them, without further order of or application or motion to the Bankruptcy Court, and without restriction or restraint by any stay under Sections 362 or 105 of the Bankruptcy Code, (a) cease making New Money Loans and/or suspend or declare the obligations of each DIP Lender hereunder to be terminated, whereupon such obligations shall terminate, and (b) declare all amounts payable hereunder by the Obligors or any of them that would otherwise be due after the date of such termination to be immediately due and payable, whereupon all such amounts shall become immediately due and payable, all without diligence, presentment, demand of payment, protest or notice of any kind, which are expressly waived by each Obligor, (c) declare the termination, restriction, or revocation of the ability of the Obligors to use cash collateral (subject to the DIP Orders), (d) take any actions reasonably calculated to preserve or safeguard the Collateral or to prepare the Collateral for sale, (e) set off any amounts held as cash collateral (including, without limitation, in any cash collateral account held for the benefit of the Secured Parties), (f) take any other action or exercise any other right or remedy permitted under the Loan Documents, the DIP Orders, or any applicable law, including the Bankruptcy Code and the UCC; and (ii) the Collateral Agent, upon request by the Required DIP Lenders, may exercise all rights and remedies available to the Secured Parties pursuant to the Collateral Documents, including without limitation, to foreclose on, or otherwise enforce and realize on the Liens on any or all of the Collateral, including by collecting accounts receivable and applying the proceeds thereof to the Obligations or foreclose on the Collateral. Notwithstanding anything to the contrary herein, the enforcement of Liens on or remedies with respect to the Collateral and the exercise of all other remedies provided for in this Agreement and the other Loan Documents against any Debtor, shall be subject to the provisions of the Interim DIP Order (and, when entered, the Final DIP Order), including with respect to the Remedies Notice Period (as defined in the DIP Orders); *provided* that, notwithstanding anything in this Agreement or any other Loan Document to the contrary, the Required DIP Lenders may, in their sole discretion, waive any Default or Event of Default arising under this Agreement or any other Loan Document and, to the extent necessary (as determined by the Required DIP Lenders) to implement such waiver, amend this Agreement or such other Loan Document. No Obligor shall seek, or permit any other Debtor to seek, to enjoin, hinder, delay or object to the Required DIP Lenders' exercise of any rights and remedies, and, at any proceeding with respect to such exercise of rights and remedies, no Obligor shall raise, or permit any other Debtor to raise, any substantive objections, other than to challenge the occurrence of the relevant Event of Default. For the avoidance of doubt, and notwithstanding anything to the contrary set forth herein or in any other Loan Document, any exercise of remedies hereunder or in any other Loan Document shall

be subject in all respects to the terms and conditions set forth in the DIP Orders (including, without limitation, paragraph 10 of the Interim Order). In the event of any conflict between this Section 12.2 and the DIP Orders, the DIP Orders shall control.

Section 12.3 [Reserved].

Section 12.4 Rights of Setoff.

Subject to the occurrence and at any time following the expiration of the Standstill Period and subject to the DIP Orders, if any amount payable hereunder is not paid as and when due and such failure results in an Event of Default, each Obligor hereby authorizes each DIP Lender and each Affiliate of each DIP Lender to proceed without prior notice, by right of setoff, banker's lien or counterclaim, against any assets of the Borrower (with respect to a failure to pay any amount hereunder by the Borrower only) or any Guarantor (as the case may be) in any currency that may at any time be in the possession of such DIP Lender or Affiliate, at any branch or office, to the full extent of all amounts payable to the DIP Lender hereunder. Any DIP Lender that so proceeds or that has an Affiliate that so proceeds against any Obligor shall forthwith give notice to the other DIP Lenders of any action taken by such DIP Lender or Affiliate pursuant to this Section; *provided* that the failure to give such notice shall not affect the validity of such setoff and application.

Section 12.5 Rights Not Exclusive.

The rights provided for herein are cumulative and are not exclusive of any other rights, powers, privileges or remedies provided by law.

ARTICLE XIII
COLLATERAL AGENT

Section 13.1 Appointment

(a) Each DIP Lender hereby appoints and authorizes the Collateral Agent to act as the collateral agent under the Mexican Security Documents to which the Collateral Agent is a party with such powers as are specifically delegated to the Collateral Agent by the terms of the Mexican Security Documents to which the Collateral Agent is a party, together with such other powers as are reasonably incidental thereto. The Collateral Agent (which term as used in this sentence, in Section 13.5 and in the first sentence of Section 13.6 shall include reference to its Affiliates and its own and its Affiliates' officers, directors, employees, representatives and agents):

(i) shall have no duties or responsibilities except those expressly set forth in the Mexican Security Documents to which the Collateral Agent is a party and shall not by reason of this Agreement or any other Loan Document be a trustee or fiduciary for any DIP Lender;

(ii) shall not be responsible to the DIP Lenders for any recitals, statements, representations or warranties contained in any Loan Document, or in any certificate or other document referred to or provided for in, or received by any of them under, any Loan Document, or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of any Loan Document or any other document referred to or provided for herein, the creation or perfection of any security interest under any Loan Document or for any failure by any Obligor to perform any of its obligations hereunder or thereunder;

(iii) shall not be required to initiate or conduct any litigation, collection proceedings or remedies other than those established in the Mexican Security Agreements;

(iv) shall not be responsible for any action taken or omitted to be taken by it hereunder or under any other document referred to or provided for herein or in connection herewith, except for its own gross negligence or willful misconduct as determined by a final non-appealable decision of a court of competent jurisdiction;

(v) shall not be bound to make any investigation into the facts or matters stated in any certificate, statement, instrument, opinion, report, notice, request, direction, consent, order or other paper or document;

(vi) shall not be responsible or liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Collateral Agent has been advised of the likelihood of such loss or damage and regardless of the form of action; and

(vii) in no event shall the Collateral Agent be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, epidemics, pandemics nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Collateral Agent shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

(b) The Collateral Agent may employ agents and attorneys-in-fact and shall not be responsible for the negligence or misconduct of or for the supervision of any such agents or attorneys-in-fact that were selected by it in good faith.

(c) Any Person: (i) into which the Collateral Agent may be merged or consolidated, or (ii) that may result from any merger, conversion or consolidation to which the Collateral Agent shall be a party, shall (if the Collateral Agent is not the surviving entity) be the successor of the Collateral Agent without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

Section 13.2 Reliance by the Collateral Agent

The Collateral Agent shall be entitled to rely conclusively upon any certification, notice or other communication (including any thereof by e-mail or telephone) reasonably believed by it to be genuine and correct and to have been signed or sent by or on behalf of the appropriate Person, and upon advice and statements of legal counsel and other experts selected by the Collateral Agent. The Collateral Agent shall in all cases be fully protected in acting, or in refraining from acting, thereunder in accordance with instructions given by the Required DIP Lenders and such instructions of the Required DIP Lenders and any action taken or failure to act pursuant thereto shall be binding upon all of the DIP Lenders.

Notwithstanding anything else to the contrary herein, whenever reference is made in this Agreement or in any Mexican Security Document to any discretionary action by, consent, designation, specification, requirement or approval of, notice, request or other communication from, or other direction given or action to be undertaken or to be (or not to be) suffered or omitted by the Collateral Agent or to any election, decision, opinion, acceptance, use of judgment, expression of satisfaction or other exercise of discretion, rights or remedies to be made (or not to be made) by the Collateral Agent, it is understood that in all cases the Collateral Agent shall be fully justified in failing or refusing to take any such action under this Agreement if it shall not have received such written instruction, advice or concurrence of the Required DIP Lenders or such other number or percentage of the DIP Lenders as shall be expressly provided for

herein or in the other Loan Documents or any agreement to which the DIP Lenders and the Collateral Agent is a party and acting in accordance with such documents (such DIP Lenders being referred to herein as the "**Relevant DIP Lenders**"), as the Collateral Agent deems appropriate. Upon receipt of such written instruction, advice or concurrence from the Relevant DIP Lenders, the Collateral Agent shall take such discretionary actions in accordance with such written instruction, advice or concurrence. This provision is intended solely for the benefit of the Collateral Agent and its successors and permitted assigns and is not intended to and will not entitle the other parties hereto to any defense, claim or counterclaim, or confer any rights or benefits on any party hereto.

Section 13.3 Defaults

The Collateral Agent shall not be deemed to have Knowledge or notice of the occurrence of a Default or Event of Default unless it has received written notice from a DIP Lender or an Obligor specifying such Default or Event of Default and stating that such notice is a "notice of default". If the Collateral Agent receives such a notice, then it shall give prompt notice thereof to the DIP Lenders. Any determination of the existence of a Default or Event of Default shall be made solely by the Required DIP Lenders. The Collateral Agent shall (subject to Section 13.7) take such action with respect to any such Default or Event of Default as shall be directed by the Required DIP Lenders; *provided* that unless and until the Collateral Agent shall have received such directions, it may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as it shall deem advisable in the best interest of the DIP Lenders except to the extent that the Loan Documents expressly require that such action be taken, or not be taken, only with the consent or upon the authorization of the Required DIP Lenders or all of the DIP Lenders.

Section 13.4 [Reserved]

Section 13.5 Indemnification

The DIP Lenders agree to indemnify the Collateral Agent ratably in accordance with the aggregate principal amount of the Loans held by the DIP Lenders (or, if no Loans are at the time outstanding, ratably in accordance with their respective Commitments), for any and all losses, liabilities, claims, obligations, damages or expenses (including the fees and disbursements of counsel) incurred by it arising out of or by reason of any investigation in any way relating to or arising out of any documents contemplated by or referred to herein or the transactions contemplated thereby other than additional administrative costs and expense resulting from a Default or Event of Default, normal administrative costs and expenses incident to the performance of its agency duties hereunder or the enforcement of any of the terms hereof or of any such other documents; *provided* that no DIP Lender shall be liable to the Collateral Agent for any of the foregoing to the extent that it arises from the gross negligence or willful misconduct of such person as determined by a final, nonappealable judgment by a court of competent jurisdiction. In no event shall any DIP Lender be liable to the Collateral Agent for any punitive or consequential damages in connection with any of the Loan Documents.

Section 13.6 Non-Reliance upon the Collateral Agent and Other DIP Lenders

Each DIP Lender agrees that it has, independently and without reliance upon the Collateral Agent, or any other DIP Lender, and based upon such documents and information as it has deemed appropriate, made its own credit analysis of the Obligors and decision to enter into this Agreement and that it will, independently and without reliance upon the Collateral Agent, or any other DIP Lender, and based upon such documents and information as it shall deem appropriate at the time, continue to make its own analysis and decisions in taking or not taking action under this Agreement and the other Loan Documents. The

Collateral Agent shall not be required to keep itself informed as to the performance or observance by any Obligor of this Agreement or any other Loan Document to which such Obligor is a party, or any other document referred to or provided for herein or to inspect the properties or books of any Obligor. Except for notices, reports and other documents and information expressly required to be furnished to the DIP Lenders by the Collateral Agent under the Loan Documents, the Collateral Agent shall not have any duty or responsibility to provide any DIP Lender with any credit or other information concerning the affairs, financial condition or business of any Obligor that may come into the possession of the Collateral Agent or any of its Affiliates.

Section 13.7 Failure to Act

The Collateral Agent shall in all cases be fully justified in failing or refusing to act under the Loan Documents unless it shall receive further assurances to its satisfaction from the DIP Lenders of their indemnification obligations under Section 13.5 against any and all liability and expense that may be incurred by it by reason of taking or continuing to take any such action. No provision of any Loan Document shall require the Collateral Agent to take any action that it reasonably believes to be contrary to applicable law or to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties thereunder or in the exercise of any of its rights or powers if it shall have reasonable grounds to believe that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

Section 13.8 Resignation or Removal of the Collateral Agent

Subject to the appointment and acceptance of a successor Collateral Agent as provided below (or a court of competent jurisdiction granting such other relief), the Collateral Agent may resign at any time by giving notice thereof to the DIP Lenders and the Borrower, and the Collateral Agent may be removed at any time with or without cause by the Required DIP Lenders. Upon any such resignation or removal, the Required DIP Lenders (if no Default or Event of Default then exists, with the consent of the Borrower, which consent shall not be unreasonably withheld or delayed) shall have the right to appoint a successor Collateral Agent. If no successor Collateral Agent shall have been so appointed and shall have accepted such appointment within 30 days after the Collateral Agent's giving of notice of resignation or the Required DIP Lenders' election to remove the Collateral Agent, then the Collateral Agent may, on behalf of the DIP Lenders, appoint a successor Collateral Agent, which shall be a Mexican entity which provides collateral administration services, or, at the expense of the Borrower petition any court of competent jurisdiction for the appointment of a successor Collateral Agent or such other appropriate relief. Upon the acceptance of any appointment as Collateral Agent hereunder by a successor, such successor shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the replaced Collateral Agent, and the replaced Collateral Agent shall be discharged from its duties and obligations hereunder. After the Collateral Agent's resignation or removal hereunder, the provisions of this Article XIII and Article XIV shall continue in effect for its benefit in respect of any actions taken or omitted to be taken by it while it was acting as the Collateral Agent.

ARTICLE XIV
EXPENSES AND INDEMNIFICATION

Section 14.1 Initial Expenses

The Borrower shall reimburse the Collateral Agent and the DIP Lenders in Dollars within ten (10) Business Days of demand for all duly documented out of pocket expenses (including fees and expenses of a single New York and a single Mexican external counsel to the Collateral Agent and the DIP Lenders) reasonably incurred by the Collateral Agent and the DIP Lenders in connection with the negotiation,

preparation and execution of this Agreement and the other Loan Documents (and legal opinions) irrespective of whether or not any Loans are drawn (but subject (a) in the case of legal fees, to any separately agreed limitation on such fees, and (b) in the case of out-of-pocket costs and expenses (other than any legal fees which are subject to a separately agreed limitation on such fees).

Section 14.2 Amendment and Enforcement Expenses

The Borrower shall reimburse the Collateral Agent and each DIP Lender in Dollars on demand for (a) all reasonable and duly documented out of pocket expenses (including documented fees and expenses of external counsel, subject to any separately agreed limitation on such fees and expenses) incurred in connection with the negotiation, preparation or execution of any amendment to this Agreement or any other Loan Document which is proposed by any Obligor and (b) all duly documented out of pocket expenses (including documented fees and expenses of external counsel, subject to any separately agreed limitation on such fees and expenses) incurred at any time when a Default or Event of Default shall have occurred and be continuing as a consequence of, or in connection with, (x) such Default or Event of Default, or (y) the preservation, waiver or enforcement of any right of the Collateral Agent or the DIP Lenders under this Agreement or any other Loan Document, including any enforcement or foreclosure on the Collateral.

Section 14.3 Other Expenses

If the Borrower (a) fails, after giving a Notice of Borrowing, to fulfill the conditions set forth in Article VII at or before the respective times specified for their fulfillment or otherwise defaults in its irrevocable commitment pursuant to Section 2.2 or (b) fails to pay any amount payable hereunder as and when due (including any prepayment on the date or in the amount notified by the Borrower), the Borrower shall, upon demand of a DIP Lender from time to time, promptly compensate such DIP Lender for and hold such DIP Lender harmless from any reasonably documented actual loss, cost or expense incurred by it.

Section 14.4 General Indemnification

(a) The Obligors shall indemnify and hold harmless the Collateral Agent and each of the DIP Lenders and each of their respective Affiliates, and each of their respective officers, directors, employees, agents, advisors and representatives (each, an "**Indemnified Party**") from and against any and all claims, damages, losses, liabilities and reasonable and duly documented expenses (including, without limitation, reasonable and documented fees and disbursements of counsel), joint or several, incurred by or asserted or awarded against any Indemnified Party by any third party or by any Obligor in connection with, or as a result of, any claim, investigation, litigation or proceeding or the preparation of a defense in connection therewith, in each case, arising out of, in connection with, or by reason of, (i) the Loans, (ii) the execution or delivery of this Agreement or any other Loan Document, the performance by the parties hereto of their respective obligations hereunder, (iii) non-compliance by any Obligor with, or liability under, any Environmental Law, (iv) the transactions contemplated by this Agreement or any other Loan Document or (v) any actual or proposed use of the proceeds of the Loans, except to the extent such claim, damage, loss, liability or expense is found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Party's willful misconduct or gross negligence. In the case of an investigation, litigation or other proceeding to which the indemnity in this paragraph applies, such indemnity shall be effective, whether or not such investigation, litigation or proceeding is brought by any Obligor, any of its directors, security-holders or creditors, an Indemnified Party or any other person or an Indemnified Party is otherwise a party thereto and whether or not the transactions contemplated by the Loans or the Loan Documents are consummated. In no event shall any Obligor or any of their respective officers, directors, employees, representatives, attorneys and agents, be liable to any Person for special, indirect, consequential or punitive damages; *provided* that this shall not limit the obligations of the Obligors to indemnify any Indemnified Party for the amounts specified above. The Collateral Agent and each of the DIP Lenders agrees not to settle,

compromise or consent to the entry of any judgment in any pending or threatened claim, action or proceeding in respect of which indemnification could be sought under the indemnification provisions of this Agreement (whether or not any Obligor is an actual or potential party to such claim, action or proceeding), without written consent from the Obligors, which consent shall not be unreasonably withheld or delayed. This paragraph (a) shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim.

(b) Each Obligor agrees that no Indemnified Party shall have any liability (whether direct or indirect, in contract or tort or otherwise) to any Obligor or any security holders or creditors thereof related to or arising out of or in connection with this Agreement or any of the Loan Documents or such other documents or transactions contemplated by or referred to in this Agreement or the Loan Documents, except to the extent that any loss, claim, damage or liability is found in a final, nonappealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Party's willful misconduct or gross negligence. Each Obligor agrees, without the prior written consent of the Indemnified Parties, not to settle, compromise or consent to the entry of any judgment in any pending or threatened claim, action or proceeding in respect of which indemnification could be sought under the indemnification provisions of this Agreement (whether or not any Indemnified Party is an actual or potential party to such claim, action or proceeding), unless such settlement, compromise or consent includes an unconditional written release in form and substance satisfactory to the Indemnified Parties of each Indemnified Party from all liability arising out of such claim, action or proceeding and does not include any statement as to an admission of fault, culpability or failure to act by or on behalf of any Indemnified Party.

(c) In no event shall the Collateral Agent or any DIP Lender or any of their respective Affiliates or any of their respective officers, directors, employees, representatives, attorneys and agents, be liable to any Person for special, indirect, consequential or punitive damages arising out of or otherwise relating to the actual or proposed use of the proceeds of the Loans, the Loan Documents or any of the transactions contemplated thereby.

(d) Upon receipt by an Indemnified Party of notice of a matter giving rise to an indemnification claim under this Section 14.4, such Indemnified Party shall promptly notify the Obligors with respect thereto. Notwithstanding the foregoing, the Obligors' obligation to pay any legal fees and expenses will be subject to the conditions that: (i) the Obligors shall not be responsible for the fees and expenses of more than one separate counsel for all Indemnified Parties in any single matter in each applicable jurisdiction (provided that the Collateral Agent and each DIP Lender and its related Indemnified Parties shall in all instances be indemnified for their own separate counsel in any applicable jurisdiction) and (ii) the Obligors shall not be obligated to reimburse any Indemnified Party in advance of a final determination of such matter unless such Indemnified Party agrees in writing to refund such amounts to the Obligors in the event that it is ultimately determined in respect of such matter in a final, non-appealable judgment by a court of competent jurisdiction that the relevant claim resulted from the Indemnified Party's gross negligence or willful misconduct. Failure by an Indemnified Party to provide the notice required above shall not relieve the Obligors of their responsibilities to such Indemnified Party hereunder.

Section 14.5 Increased Costs

(a) The Borrower shall reimburse each DIP Lender in Dollars on demand (with a copy to the DIP Lenders) for all costs incurred and reductions in amounts received or receivable, as determined by such DIP Lender and certified to the Borrower, that are attributable to such DIP Lender's Loans or the performance by such DIP Lender of its obligations under this Agreement and that occur by reason of the promulgation of any law, regulation or treaty or any change therein or in the application or interpretation thereof by any Governmental Authority, in each case, on or after the date hereof, or by reason of compliance by such DIP Lender with any direction, requirement or request (whether or not having the force of law) of

any Governmental Authority made or issued after the date hereof, including any such cost or reduction resulting from the imposition or amendment after the date hereof of any reserve, capital adequacy, special deposit or similar requirement against assets of, liabilities of, deposits with or for the account of, or loans by, such DIP Lender (all of the foregoing, a "**Change in Law**"); *provided* that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and any request, rule, guideline or directive thereunder or issued in connection therewith or (y) any request, rule, guideline or directive promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States, Mexico or any other foreign regulatory authorities, in each case pursuant to Basel III, shall in each case not be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued; *provided* that, notwithstanding anything herein to the contrary, no reimbursement under this Section 14.5(a) shall be required with respect to Indemnified Taxes or Excluded Taxes; and *provided further* that a DIP Lender claiming additional amounts under this Section 14.5(a) agrees (i) to make a demand not later than ninety (90) days after such costs or reductions in amounts were incurred or realized (and in the event that a DIP Lender fails to make a demand within such ninety (90)-day period such DIP Lender shall cease to be entitled to demand such additional amounts under this Section 14.5(a)) and (ii) to use reasonable efforts (consistent with its internal policy and legal and regulatory restrictions) to designate a different Lending Branch or to assign its rights and obligations under the Loan Documents to another of its offices, branches or Affiliates if such designation would avoid the need for, or reduce the amount of, such increased cost that may thereafter accrue and would not, in the reasonable judgment of such DIP Lender, subject such DIP Lender to any unreimbursed cost or expense and would not be materially disadvantageous to such DIP Lender.

(b) Without limiting the generality of the foregoing, if any Change in Law relating to capital or liquidity requirements applicable to a DIP Lender, its Lending Branch or the Person controlling such DIP Lender occurs after the date hereof in such a way that compliance therewith, in accordance with the policies followed by that DIP Lender (or that Person), will increase the amount of capital that the DIP Lender (or that Person) will be required to maintain in respect of such DIP Lender's Commitment or Loans, the Borrower shall pay such DIP Lender on demand (with a copy to the DIP Lenders) from time to time such additional amounts as such DIP Lender certifies are necessary to compensate it (or that Person) for the resulting reduction in the rate of return on the capital of that DIP Lender (or that Person) caused by compliance with that requirement to the extent that such DIP Lender reasonably determines such increases in capital to be allocable to the existence of such DIP Lender's Commitment or Loans; *provided* that a DIP Lender claiming additional amounts under this (b) agrees (i) to make a demand not later than ninety (90) days after such additional amounts were incurred (and in the event that a DIP Lender fails to make a demand within such ninety (90)-day period such DIP Lender shall cease to be entitled to demand such additional amounts under this (b)) and (ii) to use reasonable efforts (consistent with its internal policy and legal and regulatory restrictions) to designate a different Lending Branch or to assign its rights and obligations under the Loan Documents to another of its offices, branches or Affiliates if the making of such a designation or assignment would avoid the need for, or reduce the amount of, such increased cost that may thereafter accrue and would not, in the reasonable judgment of such DIP Lender, subject such DIP Lender to any unreimbursed cost or expense and would not be materially disadvantageous to such DIP Lender.

(c) The DIP Lender's certification provided for under paragraphs (a) and (b) above shall describe in reasonable detail how it has calculated the amount demanded. In calculating those amounts, the DIP Lender may use reasonable averaging and attribution methods consistent with those being applied with respect to its other customers that are similarly situated.

(d) If a DIP Lender has sold one or more participations in its Commitment or Loans, the Borrower shall not be required to reimburse such DIP Lender under this Section 14.5 for an amount greater than the amount that would have been due if such DIP Lender had not sold participations in its Commitment or Loans including any Indemnified Taxes.

Section 14.6 Replacement of a DIP Lender

(a) Subject to clauses (b) and (c) below, if a DIP Lender (i) is a Defaulting DIP Lender, (ii) requests compensation under any of Sections 5.1, 14.5(a) or 14.5(b) (other than for Indemnified Taxes that are Mexican withholding Taxes imposed on amounts payable under any Loan Document to such DIP Lender up to the withholding Tax rate that would have been imposed in respect of such DIP Lender as a Qualified Entity on the date on which the DIP Lender became a DIP Lender hereunder) and, in each case, such DIP Lender has declined or is unable to designate a different Lending Branch or to assign its rights and obligations under the Loan Documents to another of its offices, branches or Affiliates in accordance with Sections 5.1(d), 14.5(a) or (b), (iii) becomes obligated under Section 3.5 to terminate its Commitment or Loans hereunder, or (iv) has failed to consent to a proposed amendment, waiver or consent which pursuant to the terms of Section 15.7 requires the consent of all the DIP Lenders and with respect to which the Required DIP Lenders shall have granted their consent, then, so long as such condition occurs and is continuing with respect to such DIP Lender (a "**Replaced DIP Lender**"), the Borrower may designate a Person (a "**Replacement DIP Lender**") to purchase the Commitments and outstanding Loans of such Replaced DIP Lender and such Replaced DIP Lender's rights hereunder, without recourse to or representation or warranty by, or expense to, such Replaced DIP Lender; *provided* that: (A) the Borrower shall have received the prior written consent of the Required DIP Lenders, which consent shall not be unreasonably withheld; (B) the Replacement DIP Lender shall not have received notice of or be aware of any claim, action, suit, proceeding or investigation against it with respect to Sanctions by any Sanctions Authority; and (C) the Replaced DIP Lender shall have received payment of an amount equal to the sum of the outstanding principal of its Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder from the Replacement DIP Lender (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts).

(b) Subject to the execution and delivery to the DIP Lenders by the Replaced DIP Lender and the Replacement DIP Lender of an Assignment and Assumption Agreement and the payment of the processing and recordation fee set forth in Section 15.7(b) and the payment to the Replaced DIP Lender of the amount specified in clause (a) above, the Replacement DIP Lender shall succeed to the rights and obligations of the Replaced DIP Lender hereunder, and the Replaced DIP Lender shall cease to be a party hereto or have any rights hereunder.

(c) No Borrower may exercise its rights under clause (a) above with respect to any DIP Lender (i) unless (A) in the case of any such replacement resulting from a claim for compensation under (a) or (b), such replacement will result in a reduction in such compensation, and (B) the Borrower exercises such rights with respect to all DIP Lenders to which circumstances giving rise to the replacement of such DIP Lender apply, or (ii) if a Default has occurred and is continuing.

(d) No DIP Lender shall be entitled to receive any fees accruing under this Agreement and any other Loan Documents for any period of time during which such DIP Lender is a Defaulting DIP Lender.

(e) In addition to rights of the Borrower under clause (a) above, if any of the events or circumstances set out in items (i) to (iv) of clause (a) above occurs with respect to any DIP Lender, then, so long as such event or circumstance is continuing with respect to such DIP Lender, the Borrower may by written notice to the DIP Lenders, cancel in whole the Commitment of such DIP Lender, in which event the amount of the Commitment of such DIP Lender shall be reduced to zero. For the avoidance of doubt, no portion of the Commitment of any DIP Lender canceled pursuant to this Section 14.6 shall be allocated to any other DIP Lender, nor shall any DIP Lender with a Commitment canceled pursuant to this Section 14.6 be entitled to receive any prepayment or other non-ratable repayment of its Loans.

ARTICLE XV
GENERAL

Section 15.1 Choice of Law

Except to the extent superseded by the Bankruptcy Code, this Agreement shall be governed by and construed and interpreted in accordance with the law of the State of New York.

Section 15.2 Jurisdiction

Any action or proceeding relating in any way to this Agreement shall be brought and enforced in the Bankruptcy Court and if the Bankruptcy Court does not have, or abstains from jurisdiction, courts of the State of New York or of the United States for the Southern District of New York and each party hereto irrevocably submits, for itself and its Property, to the jurisdiction of each such court in respect of any such action or proceeding and hereby waives the right to any jurisdiction to which it may be entitled by reason of its present or future domicile or otherwise; provided that any action or proceeding for the creation, perfection, priority, enforcement, foreclosure, or realization of any Lien on, or otherwise relating to, any Collateral subject to Mexican law, including any Collateral governed by the Mexican Security Documents, shall be brought exclusively before the courts selected in the applicable Mexican Security Documents. Each of the Borrower and Braskem Idesa Servicios irrevocably appoints Cogency Global Inc., which currently maintains a New York City office situated at 122 East 42nd Street 18th Floor, New York, NY 10168, as its agent to receive service of process or other legal summons for purposes of any such action or proceeding (the "**Process Agent**"). If the Process Agent shall cease to serve as agent for any Obligor to receive service of process hereunder, such Obligor shall promptly appoint a successor agent reasonably satisfactory to the Required DIP Lenders and promptly deliver to the DIP Lenders a copy of the public deed containing a special irrevocable power of attorney for lawsuits and collections (*poder especial irrevocable para pleitos y cobranzas*) granted by such Obligor to the successor Process Agent before a Mexican notary public. So long as any Obligor has any obligation under this Agreement, it will maintain a duly appointed agent in New York City for the service of such process or summons, and if it fails to maintain such an agent, any such process or summons may be served by mailing a copy thereof by registered mail, or a form of mail substantially equivalent thereto, addressed to it at its address as provided for notices hereunder.

(a) Each Obligor irrevocably waives all immunity (whether on the basis of sovereignty or otherwise) from jurisdiction, attachment (both before and after judgment) and execution to which it might otherwise be entitled in any action or proceeding relating in any way to this Agreement in the Bankruptcy Court, and any appellate court from any thereof and, if the Bankruptcy Court does not have, or abstains from jurisdiction, courts of the State of New York or of the United States for the Southern District of New York, and each Obligor agrees that it will not raise or claim or cause to be pleaded any such immunity at or in respect of any such action or proceeding.

(b) Each party irrevocably waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any such action or proceeding in the Bankruptcy Court and, if the Bankruptcy Court does not have, or abstains from jurisdiction, courts of the State of New York or of the United States for the Southern District of New York and any claim that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

Section 15.3 Currency

(a) If any expense required to be reimbursed pursuant to Article XIV is originally incurred in a currency other than Dollars, the Borrower shall nonetheless make reimbursement of such expense in Dollars, in an amount equal to the amount in Dollars that would have been required for the person that incurred such

expense to have purchased, in accordance with normal banking procedures, the sum paid in such other currency (after any premium and costs of exchange) on the day such expense was originally incurred.

(b) This is an international loan transaction in which the specification of Dollars and payment in New York is of the essence, and the obligations of the Obligors under this Agreement to make payment to (or for account of) each DIP Lender in Dollars shall not be discharged or satisfied by any tender or recovery pursuant to any judgment expressed in or converted into any other currency or in another place except to the extent that such tender or recovery results in the effective receipt by such Person in New York of the full amount of Dollars payable to such Person under this Agreement. If for the purpose of obtaining judgment in any court it is necessary to convert a sum due hereunder in Dollars into another currency (in this (b) called the "**Judgment Currency**"), the rate of exchange that shall be applied shall be that at which in accordance with normal banking procedures the DIP Lender could purchase such Dollars at its principal office in New York with the Judgment Currency on the Business Day next preceding the day on which such judgment is rendered. The obligation of the Obligors in respect of any such sum due from it to any DIP Lender hereunder or under any other Loan Document (in this (b) called an "**Entitled Person**") shall, notwithstanding the rate of exchange actually applied in rendering such judgment, be discharged only to the extent that on the Business Day following receipt by such Entitled Person of any sum adjudged to be due hereunder in the Judgment Currency such Entitled Person may in accordance with normal banking procedures purchase and transfer Dollars to New York with the amount of the Judgment Currency so adjudged to be due, and the Obligors hereby, jointly and severally, as a separate obligation and notwithstanding any such judgment, agree to indemnify such Entitled Person against, and to pay such Entitled Person on demand, in Dollars, the amount (if any) by which the sum originally due to such Entitled Person in Dollars hereunder exceeds the amount of the Dollars so purchased and transferred. If any Entitled Person reasonably determines that the amount of the Dollars so purchased and transferred to such Entitled Person exceeds the sum originally due to such Entitled Person, then such Entitled Person shall as promptly as reasonably practicable, reimburse such excess to the relevant Obligor.

Section 15.4 Notices

(a) Except as otherwise expressly provided herein, all notices pursuant to this Agreement or under any other Loan Documents shall be given by electronic mail (or other electronic transmission) or by notice in writing hand delivered or sent by airmail, postage prepaid. All such notices shall be sent to the address specified for the intended recipient set forth on Schedule 15.4, or to such other number or address as such recipient may have last specified by notice to the other parties. Notices and other communications sent by hand or by airmail shall be deemed to have been given when received; and notices and other communications delivered through electronic mail (or other electronic transmission) shall be effective upon receipt (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient).

Section 15.5 Remedies and Waivers

No failure or delay on the part of a DIP Lender in exercising any right hereunder shall operate as a waiver of, or impair, any such right. No single or partial exercise of any such right shall preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right shall be effective unless given in writing. No waiver of any such right shall be deemed a waiver of any other right hereunder.

Section 15.6 Amendment

Except as otherwise expressly set forth in this Agreement, and subject to the express terms and provisions of the DIP Orders, neither this Agreement nor any provision hereof nor any other Loan Document (excluding the DIP Orders) may be waived, amended or modified except pursuant to an

instrument in writing executed by the Obligors and the Required DIP Lenders; *provided* that, if such waiver, amendment or modification (i) increases or extends the Commitment of any DIP Lender or otherwise subjects the DIP Lenders to any additional obligation hereunder, (ii) reduces the Loans or the interest rate or any fee payable hereunder, (iii) obligates any DIP Lender to bear any responsibility for any failure by any other DIP Lender to fulfill its obligations hereunder, (iv) alters any provision of Article IV or Section 6.4, (v) postpones any date fixed for, or changes the currency of, payment of the Loans or any other amount payable by any Obligor under any Loan Document (including any prepayment hereunder) (other than pursuant to a Maturity Date Extension in accordance with the definition of "Scheduled Maturity Date"), (vi) changes the number of DIP Lenders, or the manner of determining the number of DIP Lenders, required for the DIP Lenders or any of them to take any action hereunder or alters the ratable treatment of all DIP Lenders (including without limitation the ratable treatment under Section 6.3), (vii) releases any Guarantor from or modifies the Guaranty, except as permitted therein on the Effective Date, (viii) alters this Section, (ix) releases all or substantially all of the Collateral, (x) alters the required application of repayments or prepayments to DIP Lenders (including without limitation under Section 3.4, Section 3.5, Section 6.3 or Section 6.4), or (xi) alters or modifies the DIP Superpriority Claim status of the DIP Lenders under the DIP Orders or under any Loan Document, then the consent of all of the DIP Lenders shall be required. Notwithstanding anything to the contrary contained herein, no Defaulting DIP Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder, except that (i) the Commitment of a Defaulting DIP Lender may not be increased or extended without the consent of such Defaulting DIP Lender, (ii) the Loans of a Defaulting DIP Lender may not be reduced without the consent of such Defaulting DIP Lender, (iii) no provision of Article IV or Section 6.4 may be altered in a manner which reduces the amount receivable by a Defaulting DIP Lender thereunder with respect to its Loans without the consent of such Defaulting DIP Lender, (iv) the date fixed for the payment of the Loans of any Defaulting DIP Lender or any other amount payable by any Obligor under any Loan Document (including any prepayment hereunder) to a Defaulting DIP Lender may not be postponed without the consent of such Defaulting DIP Lender, (v) the currency of the Loans of any Defaulting DIP Lender or any other amount payable by any Obligor under any Loan Document to a Defaulting DIP Lender may not be changed without the consent of such Defaulting DIP Lender, (vi) except as permitted therein, the Guaranty may not be released or modified in a manner which adversely affects the rights of a Defaulting DIP Lender thereunder without the consent of such Defaulting DIP Lender and (vii) this Section 15.6 may not be altered in a manner which adversely affects the rights of a Defaulting DIP Lender without the consent of such Defaulting DIP Lender.

Section 15.7 Assignment; Participations

(a) This Agreement shall be binding upon and inure to the benefit of the Borrower, the Guarantor, each DIP Lender and their respective successors and assigns. No Guarantor may assign any of its rights or obligations under this Agreement without the prior written consent of all the DIP Lenders, in their sole and absolute discretion, and no Borrower may assign any of its rights or obligations under this Agreement without the prior written consent of all the DIP Lenders, such consent not to be unreasonably withheld or delayed.

(b) Each DIP Lender may assign any of its rights or obligations (including all or a portion of its Commitment and the Loans at the time owed to it) under the Loan Documents:

(i) to a DIP Lender;

(ii) to any Person that is an "Eligible Assignee"; or

(iii) to any Person that is not an "Eligible Assignee" that is not an Obligor or a Subsidiary of any Obligor, *provided* that any such assignment shall (x) be to a Person that is a commercial

bank, savings and loan association, savings bank, finance company, insurance company, central bank or other financial institution and (y) require the prior consent of the Required DIP Lenders (such consent not to be unreasonably withheld or delayed) and, so long as no Event of Default has occurred and is continuing, the Borrower (such consent not to be unreasonably withheld or delayed and the Borrower shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the DIP Lenders within five (5) Business Days after having received notice thereof).

Any such assignment shall be subject to the following conditions:

(A) except in the case of an assignment to a DIP Lender or an Affiliate of a DIP Lender or an assignment of the entire remaining amount of the assigning DIP Lender's Loans or Commitment, the amount of the Loans or Commitment of the assigning DIP Lender subject to each such assignment (determined as of the date the Assignment and Assumption Agreement with respect to such assignment is delivered to the Borrower) shall not be less than U.S. $1,000,000 Loans or Commitment, unless the Required DIP Lenders otherwise consent;

(B) the parties to each assignment shall execute and deliver to the Borrower an Assignment and Assumption Agreement, together with a processing and recordation fee of U.S. $3,500;

(C) such assignee shall deliver to the Borrower and each DIP Lender such know-your-customer information reasonably requested by them;

(D) no assignee shall be entitled to receive any greater payment under Article V or Section 14.5 than the assigning DIP Lender would have been entitled to receive with respect to the rights assigned or transferred unless such assignment or transfer shall have been made at a time when the circumstances giving rise to such greater payment did not exist; and

(E) no such assignment shall be made to any Defaulting DIP Lender.

Upon its receipt of an Assignment and Assumption Agreement executed by the assignor DIP Lender and the assignee DIP Lender and the fee specified in clause (B) above, the Borrower shall promptly acknowledge such Assignment and Assumption Agreement and record the information contained therein in the records maintained pursuant to Section 3.1(c), upon which such assignment shall become effective.

If any DIP Lender assigns or otherwise transfers any of its rights or obligations hereunder, each reference in this Agreement to such DIP Lender shall be deemed to be a reference to such DIP Lender and the person or persons to whom such rights or obligations were assigned or transferred to the extent of their respective interests. Notwithstanding the foregoing, any DIP Lender may transfer or grant participations in its rights hereunder to one or more banks or other entities (a "**Participant**") without the consent of any Obligor. In connection with any such participation, such DIP Lender shall remain a "DIP Lender" for all purposes hereunder and the Participant shall not constitute a "DIP Lender" hereunder and no DIP Lender shall transfer or grant any participation under which the Participant shall have rights to approve any amendment to or waiver of this Agreement or any other Loan Document except to the extent such amendment or waiver would (i) extend the final scheduled maturity of any Loan in which such Participant is participating, or reduce the rate or extend the time of payment of interest or fees thereon (except in connection with a waiver of applicability of any post-default increase in interest rates) or reduce the principal amount thereof, or increase the Commitments in which such Participant is participating over the amount thereof then in effect (it being understood that a waiver of any Default shall not constitute a change in the terms of any Commitment, and that an increase in any Commitment shall be permitted without the consent of any Participant if the Participant's participation is not increased as a result thereof) or (ii) consent

to the assignment or transfer by an Obligor of any of its rights and obligations under this Agreement. In the case of any such participation, the Participant shall not have any rights under this Agreement or any of the other Loan Documents (the Participant's rights against such DIP Lender in respect of such participation to be those set forth in the agreement executed by such DIP Lender in favor of the Participant relating thereto) and all amounts payable by the Borrower hereunder shall be determined as if such DIP Lender had not sold such participation, except that the Participant shall be entitled to the benefits under Article V or Section 14.3 or 14.5 (subject to the requirements and limitations therein) to the extent that such DIP Lender would have been entitled thereto if it had not granted such participation.

(c) Each DIP Lender that sells a participation shall, acting solely for this purpose as an agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts of (and stated interest on) each Participant's interest in the Loans or other obligations under the Loan Documents (the "**Participant Register**"); *provided* that no DIP Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations and Section 1.163-5(b)(1) of the proposed United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such DIP Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary.

(d) **Register**. The Borrower shall maintain at one of its offices a copy of each Assignment and Assumption Agreement delivered to it and a register for the recordation of the names and addresses of the DIP Lenders, and the Commitments of, and principal amounts of (and stated interest on) the Loans owing to, each DIP Lender pursuant to the terms hereof from time to time (the "**Register**"). The entries in the Register shall be conclusive absent manifest error, and the Borrower and the DIP Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a DIP Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by the Borrower and any DIP Lender (solely with respect to its own outstanding Obligations), at any reasonable time and from time to time upon reasonable prior notice.

Section 15.8 [Reserved]

Section 15.9 Determinations by any DIP Lender

A certificate as to any determination by any DIP Lender of any rate or amount hereunder shall, in the absence of manifest error, be conclusive and binding on the parties.

Section 15.10 Survival

The obligations of each Obligor under Article V and Article XIV shall survive the repayment of the Loans and the cancellation of the Notes, any assignment of rights by, or the replacement of a DIP Lender and the termination of the other obligations of the Obligors hereunder.

Section 15.11 Severability of Provisions

Any provision of any Loan Document that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

Section 15.12 Counterparts

This Agreement may be executed in any number of counterparts, and all such counterparts taken together shall be deemed to constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by electronic mail (in "Portable Document Format" (PDF)) shall be effective as delivery of a manually executed counterpart of this Agreement. Any electronic signature shall have the same legal validity and enforceability as a manually executed signature to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any similar federal or state law, rule or regulation, as the same may be in effect from time to time, and the parties hereby waive any objection to the contrary. Any document accepted, executed or agreed to in conformity with such laws will be binding on all parties hereto to the same extent as if it were physically executed and each party hereby consents to the use of any third party electronic signature capture service providers as may be reasonably chosen by a signatory hereto.

Section 15.13 Treatment of Certain Information; Confidentiality

Each DIP Lender agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its and any of such parties' Affiliates' directors, officers, employees and agents, including accountants, legal counsel, credit insurers or reinsurers and other advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory, governmental or administrative authority or quasi-regulatory authority (such as the National Association of Insurance Commissioners or any similarly internationally recognized Rating Agency that requires access to information about DIP Lender's investment portfolio in connection with ratings issued with respect to such DIP Lender), (c) to the extent required by law or regulation or by any subpoena or similar legal process, (d) to any other party to this Agreement, (e) in connection with the exercise of any remedies hereunder or under the other Loan Documents or any suit, action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those in this Section 15.13, to (i) any actual or prospective assignee of or Participant in, any of its rights or obligations under this Agreement and the other Loan Documents, (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to the Obligors and their obligations hereunder, or (iii) any provider of credit insurance in connection with the Obligors and their obligations hereunder, (g) on a confidential basis to (i) any Rating Agency in connection with rating the Borrower or its Subsidiaries or the Loans or (ii) the CUSIP Service Bureau or any similar agency in connection with the issuance and monitoring of CUSIP numbers with respect to any Loans, (h) with the consent of an Obligor, or (i) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section by such Person or (ii) becomes available to any DIP Lender on a nonconfidential basis from a source other than an Obligor. In addition, the DIP Lenders may disclose the existence of this Agreement and information about this Agreement to market data collectors, similar service providers to the lending industry and service providers to any DIP Lender in connection with the administration of this Agreement, the other Loan Documents, and the Commitments.

For the purposes of this Section, "**Information**" means all information received from any Obligor relating to the Obligors or their businesses and the Loan Documents other than any such information that is available to any DIP Lender on a non-confidential basis prior to disclosure by an Obligor. Any Person required to maintain the confidentiality of Information as provided in this Section 15.13 shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

Section 15.14 Language

This Agreement has been negotiated and executed in the English language. All certificates, reports, notices and other documents and communications given or delivered pursuant to this Agreement (including any modifications or supplements hereto) shall be in the English language, or if requested by any DIP Lender, accompanied by a certified English translation thereof. Except in the case of: (a) laws or official communications of Brazil; (b) documents filed with any Governmental Authority in Mexico; or (c) corporate documents of the Borrower, in the case of any document originally issued in a language other than English, the English language version of any such document shall, for purposes of this Agreement, and absent manifest error, control the meaning of the matters set out therein.

Section 15.15 WAIVER OF RIGHT TO TRIAL BY JURY

EACH PARTY HERETO IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND OR CAUSE OF ACTION RELATING IN ANY WAY TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, WHETHER BASED ON CONTRACT OR TORT OR OTHERWISE, AND AGREES THAT ANY PARTY MAY FILE A COPY OF THIS SECTION WITH ANY COURT AS EVIDENCE OF THE WAIVER OF ITS JURY TRIAL RIGHTS.

Section 15.16 Entire Agreement

This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties with respect thereto.

Section 15.17 Assignment in Favor of Federal Reserve Bank

Notwithstanding any other provision set forth in this Agreement, any DIP Lender may at any time create a security interest in all or any portion of its rights under the Loan Documents (including, without limitation, the Loans owing to it and the Notes (if any) held by it) in favor of any U.S. Federal Reserve Bank in accordance with Regulation A of the Board of Governors of the U.S. Federal Reserve System.

Section 15.18 USA PATRIOT ACT NOTICE

(a) Each of the DIP Lenders that is subject to such requirements under the Patriot Act hereby notifies the Obligors that pursuant to the requirements of the Patriot Act, it is required to obtain, verify and record information that identifies the Obligors, which information includes the name and address of the Obligors and other information that will allow such DIP Lender to identify the Obligors in accordance with the Patriot Act.

(b) In order to comply with the laws, rules, regulations and executive orders in effect from time to time applicable to banking institutions, including, without limitation, Anti-Money Laundering Laws, each DIP Lender may be required to obtain, verify, record and update certain information relating to individuals and entities with whom they maintain a business relationship. Accordingly, each of the parties hereto agrees to provide to any DIP Lender, upon its request from time to time such identifying information and documentation as may be available for such party in order to enable such DIP Lender to comply with applicable Anti-Money Laundering Laws.

Section 15.19 Interest Rate Limitation.

Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loans, together with all fees, charges and other amounts that are treated as interest on such Loan under applicable Law (collectively, "**Charges**"), shall exceed the maximum lawful rate (the "**Maximum Rate**") that may be contracted for, charged, taken, received or reserved by the DIP Lender holding such Loan in accordance with applicable Law, the rate of interest payable in respect of such Loan hereunder, together with all Charges payable in respect thereof, shall be limited to the Maximum Rate. To the extent lawful, the interest and Charges that would have been paid in respect of such Loan but were not paid as a result of the operation of this Section shall be cumulated and the interest and Charges payable to such DIP Lender in respect of other Loans or periods shall be increased (but not above the amount collectible at the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the Federal Funds Rate for each day to the date of repayment, shall have been received by such DIP Lender. Any amount collected by such DIP Lender that exceeds the maximum amount collectible at the Maximum Rate shall be applied to the reduction of the principal balance of such Loan or refunded to the Borrower so that at no time shall the interest and Charges paid or payable in respect of such Loan exceed the maximum amount collectible at the Maximum Rate.

Section 15.20 Payments Set Aside.

To the extent that any payment by or on behalf of the Borrower is made to any DIP Lender, or any DIP Lender exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the such DIP Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Bankruptcy Law or otherwise, then, to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred.

Section 15.21 No Advisory or Fiduciary Responsibility.

In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), the Borrower acknowledges and agrees, and acknowledges its Affiliates' understanding, that: (a) (i) no fiduciary, advisory or agency relationship between the Borrower and its Subsidiaries and any DIP Lender is intended to be or has been created in respect of the transactions contemplated hereby or by the other Loan Documents, irrespective of whether any DIP Lender has advised or is advising the Borrower or any Subsidiary on other matters, (ii) the arranging and other services regarding this Agreement provided by the DIP Lenders are arm's-length commercial transactions between the Borrower and its Affiliates, on the one hand, and the DIP Lenders, on the other hand, (iii) the Borrower has consulted its own legal, accounting, regulatory and tax advisors to the extent that it has deemed appropriate and (iv) the Borrower is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; and (b) (i) the DIP Lenders each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Borrower or any of its Affiliates, or any other Person; (ii) none of the DIP Lenders has any obligation to the Borrower or any of its Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; and (iii) the DIP Lenders and their respective Affiliates may be engaged, for their own accounts or the accounts of customers, in a broad range of transactions that involve interests that differ from those of the Borrower and its Affiliates, and none of the DIP Lenders has any obligation to disclose any of such interests to the Borrower or its Affiliates. To the fullest extent permitted by Law, the Borrower hereby

waives and releases any claims that it may have against any of the DIP Lenders with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

Section 15.22 Acknowledgment and Consent to Bail-in of EEA Financial Institutions

Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the Write-Down and Conversion Powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of the applicable Resolution Authority.

Section 15.23 Conflicts

The parties hereto agree that, notwithstanding anything contained in this Agreement or any other Loan Document to the contrary, in the event of any conflict between any of the terms of this Agreement or any other Loan Document and any DIP Orders, the terms of such DIP Orders shall govern and control.

[*Signature Pages Follow*]

EXHIBIT E

Form of Joinder

EXHIBIT E

Form of Joinder

JOINDER

This joinder (this "**Joinder**") to the Restructuring Support Agreement, dated [•], 2026 (as amended, supplemented or otherwise modified from time to time, the "**Restructuring Support Agreement**"), between the Company and the Consenting Stakeholders (all as defined in the Restructuring Support Agreement) is executed and delivered by [•] (the "**Joining Party**"). Each capitalized term used but not defined herein shall have the meaning set forth in the Restructuring Support Agreement. The Restructuring Support Agreement shall control over any provision in this Joinder that is inconsistent with the Restructuring Support Agreement.

Agreement to be Bound. The Joining Party hereby acknowledges that it has read and understands the Restructuring Support Agreement and agrees to be subject to and bound (i) by all of the terms of the Restructuring Support Agreement applicable to it, and acknowledges that any purported Transfer in violation of Section 8 of the Restructuring Support Agreement shall be void *ab initio*, and (ii) by the vote of the transferor of the Transferred Claims and/or Equity Interests with respect to any Transferred Claims and/or Equity Interests, if such transferor voted on the Plan before the effectiveness of the Transfer of the Transferred Claims and/or Equity Interests to be Transferred in connection with the execution of this Joinder.

Representations and Warranties.

The Joining Party hereby, solely as to itself, (i) makes the representations and warranties set forth in Section 9 and Section 10 of the Restructuring Support Agreement, to the Company and other Parties, as of the date of this Joinder and as of the Plan Effective Date and (ii) represents and warrants that, as of the date hereof, it is the beneficial owner of, or serves as the nominee, investment manager or advisor for the beneficial owner of, the aggregate principal amount of its Claims, and that, other than pursuant to the Agreement and this Joinder, such Claims are free and clear of any pledge, lien, security interest, charge, claim, equity, option, proxy, voting restriction, right of first refusal or other limitation on disposition or encumbrances of any kind, in each case, that might adversely affect in any way such Joining Party's performance of its obligations in respect of its Claims set forth below, or any Claims acquired from time to time, contained in the Agreement at the time such obligations are required to be performed.

The Joining Party hereby represents and warrants that it has executed and delivered to the Company's counsel, to Herbert Smith Freehills Kramer (US) LLP, to Jones Day, and to Davis Polk & Wardwell LLP, prior to or together with the execution of this Joinder, a Joinder to the DIP Financing Documents (as defined in, and in the form previously agreed to pursuant to, the DIP Financing Documents)[1].

[1] If the Joining Party is a Mexican entity, such Person shall also grant an irrevocable special power of attorney in favor of the Process Agent.

Governing Law. This Joinder shall be governed by, and construed in accordance with, the internal laws of the State of New York, without giving effect to the principles of conflict of laws that would require the application of the of any other jurisdiction.

JOINING PARTY

Name of Institution:_____

Signature: _____

Name: _____

Telephone: _____

Email: _____

Amount of 2029 Senior Secured Notes Acquired	$
Amount of 2032 Senior Secured Notes Acquired	$
Amount of Senior Secured Term Loans Acquired	$
Total Amount of 2029 Senior Secured Notes held by the Joining Party	$
Total Amount of 2032 Senior Secured Notes held by the Joining Party	$
Total Amount of Senior Secured Term Loans held by the Joining Party	$

EXHIBIT F

Chapter 11 Plan

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re	)	Chapter 11
Braskem Idesa, S.A.P.I., *et al.*,[1]	)	Case No.: 26-[•] (__)
Debtors.	)	(Joint Administration Requested)

DEBTORS' JOINT PREPACKAGED CHAPTER 11 PLAN

THIS CHAPTER 11 PLAN IS BEING SOLICITED FOR ACCEPTANCE OR REJECTION IN ACCORDANCE WITH SECTION 1125 OF THE BANKRUPTCY CODE AND WITHIN THE MEANING OF SECTION 1126 OF THE BANKRUPTCY CODE. THIS CHAPTER 11 PLAN WILL BE SUBMITTED TO THE BANKRUPTCY COURT FOR APPROVAL FOLLOWING SOLICITATION AND THE COMMENCEMENT OF CHAPTER 11 CASES.

HUNTON ANDREWS KURTH LLP
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(TX Bar No. 24012503)
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Proposed Co-Counsel for the Debtors and Debtors-in-Possession

[1] The Debtors, together with each of the Debtors' tax identification numbers, as applicable, are: Braskem Idesa, S.A.P.I. (Tax Identification Number: BID100428IX6); Braskem Idesa Servicios, S.A. de C.V. (Tax Identification Number: BIS101213MW9); and Braskem Idesa Ethane LLC (Texas File Number: 806708464). The location of the corporate headquarters and the service address for the Debtors is: Blvd. Manuel Ávila Camacho 36, 24th floor, Col. Lomas de Chapultepec – Miguel Hidalgo, CDMX – Mexico, 11000.

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INTRODUCTION

Braskem Idesa, S.A.P.I. and its affiliated debtors and debtors-in-possession (collectively, the "**Company**" or the "**Debtors**") as debtors and debtors-in-possession in the above-captioned chapter 11 cases (these "**Chapter 11 Cases**") propose this joint prepackaged plan of reorganization for the resolution of the outstanding Claims against and Equity Interests in the Debtors. Reference is made to the Disclosure Statement for a discussion of, without limitation, the Debtors' history, business, properties and operations, projections for those operations, risk factors, a summary and analysis of the Plan and certain related matters including certain tax matters related to the Plan. Subject to certain restrictions and requirements set forth in 11 U.S.C. § 1127, Bankruptcy Rule 3019 and the terms of the Restructuring Documents (including, for the avoidance of doubt, the terms, conditions, and consents in the Restructuring Support Agreement), the Debtors reserve the right to alter, amend, modify, revoke or withdraw the Plan prior to its substantial consummation.

ARTICLE I
DEFINED TERMS AND RULES OF INTERPRETATION

1.1 Defined Terms Capitalized terms used but not otherwise defined in the Plan shall have the meanings set forth below. Any term that is used and not otherwise defined herein, but that is defined in the Restructuring Support Agreement, the Bankruptcy Code or the Bankruptcy Rules, shall have the meaning ascribed to it in the Restructuring Support Agreement, the Bankruptcy Code or the Bankruptcy Rules, as applicable.

1. "**2029 Senior Secured Notes**" means the Company's outstanding 7.450% senior secured notes due 2029, issued under the 2029 Senior Secured Notes Indenture.

2. "**2029 Senior Secured Notes Indenture**" means that certain 7.450% Senior Secured Notes Indenture, dated as of December 2, 2019, between BAKIDE, as issuer, and Deutsche Bank Trust Company Americas as trustee, collateral agent, paying agent, registrar, and transfer agent, as amended or supplemented to the date of the Restructuring Support Agreement.

3. "**2029 Senior Secured Notes Trustee**" means Deutsche Bank Trust Company Americas in its capacity as trustee under the 2029 Senior Secured Notes Indenture, and any successor trustee appointed pursuant to the terms thereof.

4. "**2032 Senior Secured Notes**" means the Company's outstanding 6.990% senior secured notes due 2032, issued under the 2032 Senior Secured Notes Indenture.

5. "**2032 Senior Secured Notes Indenture**" means that certain 6.990% Senior Secured Notes Indenture, dated as of October 20, 2021, between BAKIDE, as issuer, Wilmington Savings Fund Society, FSB, as trustee, paying agent, registrar, and transfer agent, and Deutsche Bank Trust Company Americas as collateral agent, as amended or supplemented to the date of the Restructuring Support Agreement.

6. "**2032 Senior Secured Notes Trustee**" means The Bank of New York Mellon, in its capacity as original trustee, and Wilmington Savings Fund Society, FSB, in its capacity as successor trustee, as applicable, in each case under the 2032 Senior Secured Notes Indenture, and any further successor trustee appointed pursuant to the terms thereof.

7. "**Ad Hoc Group**" means the *ad hoc* group of holders (or investment advisors, sub-advisors, or managers of discretionary accounts or funds acting on behalf of holders) of Senior Secured Notes Claims, advised by the Ad Hoc Group Advisors.

8. "**Ad Hoc Group Advisors**" means (i) Davis Polk & Wardwell LLP; (ii) Houlihan Lokey Assessoria Financeira Limitada; (iii) Mijares, Angoitia, Cortés y Fuentes, S.C.; (iv) Guerra, Hidalgo y Mendoza S.C.; (v) Haynes and Boone, LLP, (vi) Stocche Forbes Advogados and (v) any other consultant or professional advisor retained by the holders of the Ad Hoc Group in connection with the Restructuring Transactions, with the prior written consent of the Debtors (such consent not to be unreasonably withheld).

9. "**Ad Hoc Group Advisors' Fees and Expenses**" means all reasonable and documented fees and expenses of the Ad Hoc Group Advisors, in each case, in accordance with any applicable engagement letters of such Ad Hoc Group Advisor, including, for the avoidance of doubt, any success fees contemplated therein, if applicable; *provided* that such fees and expenses shall not be subject to any prepetition fee letter between any Ad Hoc Group Advisor and BAKIDE.

10. "**Administrative Expense Claim**" means any Claim for costs and expenses of administration of the Debtors' Estates pursuant to sections 503(b), 507(a)(2), 507(b) or 1114(e)(2) of the Bankruptcy Code, including (i) the actual and necessary costs and expenses incurred on or after the Petition Date and through the Effective Date of preserving the Debtors' Estates and operating the Debtors' businesses; (ii) Allowed Professional Fee Claims; (iii) all Allowed requests for compensation or expense reimbursement for making a substantial contribution in the Chapter 11 Cases pursuant to sections 503(b)(3), (4) and (5) of the Bankruptcy Code; (iv) the Restructuring Expenses; and (v) any adequate protection claims provided for in the DIP Orders.

11. "**Administrative Expense Claims Bar Date**" means the first Business Day that is thirty days after the Effective Date or such other date as approved by order of the Bankruptcy Court.

12. "**Affiliate**" means, with respect to any specified Entity, any other Entity directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Entity. For purposes of this definition, "control" (including, with correlative meanings, the terms "controlling," "controlled by," and "under common control with"), as used with respect to any Entity, shall mean the possession, directly or indirectly, of the right or power to direct or cause the direction of the management or policies of such Entity, whether through the ownership of voting securities, by agreement, or otherwise.

13. "**Agent**" means, as applicable, the 2029 Senior Secured Notes Trustee, the 2032 Senior Secured Notes Trustee, the Intercreditor Administrative Agent, the Collateral Agent, the Intercreditor Agent, and/or Mexican Security Trustee.

14. "**Allowed**" means as to a Claim or an Interest, a Claim or an Interest expressly allowed under the Plan, under the Bankruptcy Code, by a Final Order or in accordance with **Section 7.2** of the Plan, as applicable.

15. "**ATOP**" means DTC's Automated Tender Offer Program.

16. "**BAKIDE**" means Braskem Idesa, S.A.P.I.

17. "**Ballot**" means each of the ballot forms distributed to each Holder of an Impaired Claim that is entitled to vote to accept or reject the Plan and on which the Holder is to indicate, among other things, acceptance or rejection of the Plan.

18. "**Bankruptcy Code**" means title 11 of the United States Code, 11 U.S.C. §§ 101–1532, as amended.

19. "**Bankruptcy Court**" means the United States Bankruptcy Court for the Southern District of Texas – Houston Division, or any such other court having original and exclusive subject matter jurisdiction over these Chapter 11 Cases pursuant to 28 U.S.C. § 1334(a).

20. "**Bankruptcy Local Rules**" means the Bankruptcy Local Rules for the Southern District of Texas and the Complex Case Procedures, as now in effect or hereafter amended, so as to be applicable in the Chapter 11 Cases.

21. "**Bankruptcy Rules**" means, collectively, the Federal Rules of Bankruptcy Procedure and the Bankruptcy Local Rules, as now in effect or hereafter amended, as applicable in the Chapter 11 Cases; *provided*, *however*, that citations to specific Bankruptcy Rules are citations to the Federal Rules of Bankruptcy Procedure unless otherwise expressly indicated.

22. "**Braskem**" means, collectively, (i) Braskem S.A., (ii) Braskem Netherlands, (iii) Braskem México, and (iv) each of Braskem S.A.'s non-Debtor affiliates that is party to the Restructuring Support Agreement.

23. "**Braskem Advisors**" means (i) Jones Day and (ii) Sinchro Partners Assessoria Empresarial Ltda.

24. **"Braskem Agreements**" means (i) any and all intercompany arrangements, agreements or letters between Braskem (or any of its Affiliates other than BAKIDE or BAKIDE's subsidiaries) and BAKIDE (or any of its subsidiaries), (ii) any and all agreements with Braskem related to TQPM, and (iii) any agreements between current or former shareholders of BAKIDE and Braskem, each as may be amended, modified, and/or restructured in accordance with the Restructuring Support Agreement; *provided* that "Braskem Agreements" shall not include the WC Credit Agreement, the Secured PE Facility Agreement, or the Subordinated Loan Agreements.

25. "**Braskem Commercial Claims**" means the Claims of Braskem on account of the Braskem Agreements.

26. "**Braskem Commercial Claims Schedule**" means the payment schedule for the Braskem Commercial Claims and the Secured PE Facility Claims, which schedule will be included in the Plan Supplement and otherwise consistent with **Section 3.8** hereof, and which schedule shall be agreed to between and among the Debtors, Braskem and the Required Consenting Creditors.

27. "**Braskem DIP Claims Equity Allocation**" means the portion of the Braskem Funding Equity Allocation to be issued to Holders on account of their Allowed DIP Claims, which shall equal the product of (i) the number of shares issued in respect of the Braskem Funding Equity

Allocation *multiplied by* (ii) the quotient of (a) the Braskem DIP Funding Amount *divided by* (b) the Braskem Funding Amount.

28. "**Braskem DIP Funding Amount**" means the amount of the Allowed DIP Claims as of the Effective Date.

29. "**Braskem Effective Date Funding**" means the new money equity contribution to be made on the Effective Date by Braskem S.A. (or its Affiliate designee) in the amount of the Braskem Effective Date Funding Amount in exchange for the Braskem Effective Date Funding Equity Allocation.

30. "**Braskem Effective Date Funding Amount**" means $71 million in Cash.

31. "**Braskem Effective Date Funding Equity Allocation**" means the portion of the Braskem Funding Equity Allocation to be distributed to Braskem S.A. (or its Affiliate designee) on account of the Braskem Effective Date Funding, which shall equal the product of (i) the number of shares issued in respect of the Braskem Funding Equity Allocation *multiplied by* (ii) the quotient of (a) the Braskem Effective Date Funding Amount *divided by* (b) the Braskem Funding Amount.

32. "**Braskem Fees and Expenses**" means all reasonable and documented fees and expenses of the Braskem Advisors, in each case, in accordance with any engagement letters or fee letters (if any) of such Braskem Advisor, excluding, without limitation, any success fees contemplated therein, if applicable.

33. "**Braskem Funding Amount**" means the sum of (i) the Braskem DIP Funding Amount and (ii) the Braskem Effective Date Funding Amount.

34. "**Braskem Funding Equity Allocation**" means one third (on a fully diluted basis) of the Reorganized Equity to be issued pursuant to the Plan.

35. "**Braskem Idesa Ethane**" means Braskem Idesa Ethane LLC.

36. "**Braskem Idesa Servicios**" means Braskem Idesa Servicios, S.A. de C.V.

37. "**Braskem México**" means Braskem México Proyectos, S.A. de C.V., SOFOM, ENR.

38. "**Braskem Netherlands**" means Braskem Netherlands B.V.

39. "**Business Day**" means any day other than a Saturday, Sunday, "legal holiday" (as defined in Bankruptcy Rule 9006(a)), or other day on which commercial banks are authorized to close under the laws of, or are in fact closed in, the state of New York or Mexico.

40. "**Cash**" means lawful currency of the United States of America, including bank deposits, checks and other similar items, including any U.S. Dollar Equivalent.

41. "**Causes of Action**" means any action, claims, interests, damages, remedies, causes of action, demands, rights, actions, controversies, proceedings, agreements, suits, obligations,

liabilities, accounts, defenses, offsets, powers, privileges, licenses, Liens, indemnities, guaranties, and franchises of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, secured or unsecured, assertable, directly or derivatively (including any alter ego theories), matured or unmatured, suspected or unsuspected, disputed or undisputed, secured or unsecured, whether arising before, on, or after the Petition Date, in contract, tort, law, equity, or otherwise pursuant to any theory of law. Causes of Action also include: (i) all rights of setoff, counterclaim, or recoupment and claims under contracts or for breaches of duties imposed by law or in equity; (ii) the right to object to or otherwise contest Claims or Equity Interests; (iii) claims pursuant to section 362 or Chapter 5 of the Bankruptcy Code; (iv) such claims and defenses as fraud, mistake, duress, and usury, and any other defenses set forth in Section 558 of the Bankruptcy Code; (v) any claim based on or relating to, or in any manner arising from, in whole or in part, breach of fiduciary duty, violation of local, state, federal, or foreign law, or breach of any duty imposed by law or in equity, including securities laws, negligence, and gross negligence; and (vi) any avoidance actions arising under Chapter 5 of the Bankruptcy Code or under similar local, state, federal, or foreign statutes and common law, including fraudulent transfer laws.

42. "**Certification**" has the meaning given to it in **Section 5.5** of the Plan.

43. "**Chapter 11 Cases**" means the cases to be commenced by the Debtors under chapter 11 of the Bankruptcy Code on the Petition Date in the Bankruptcy Court.

44. "**Claim**" has the meaning set forth in section 101(5) of the Bankruptcy Code.

45. "**Claims and Solicitation Agent**" means Kroll Restructuring Administration LLC, in its capacity as claims, noticing and solicitation agent for the Debtors.

46. "**Claims Register**" means the official register of Claims against, and Equity Interests in, the Debtors, maintained by the Claims and Solicitation Agent.

47. "**Class**" means a category of Claims against or Equity Interests in a Debtor, as described in **Article III** of the Plan, pursuant to section 1122 of the Bankruptcy Code.

48. "**Collateral Agent**" means the "Collateral Agent" as defined in the Intercreditor Agreement.

49. "**Company**" has the meaning set forth in the preamble of the Plan.

50. "**Company-Related Matters**" means the Chapter 11 Cases, the Debtors, the Reorganized Debtors, their estates, any Restructuring Transaction, the governance, management, transactions, ownership or operation of the Debtors or the Reorganized Debtors, the purchase, sale or rescission of any security of or Claim against the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or interest that is treated in the Plan, the business or contractual arrangements between any Debtors and any Released Party, the Senior Secured Notes Indentures, the Senior Secured Term Loan Credit Agreement, the WC Credit Agreement, the Secured PE Facility Agreement, the distribution of any property of the Debtors or Reorganized Debtors, as applicable, to any Released Party, the assertion or enforcement of rights and remedies against the Debtors, the restructuring of Claims and Equity Interests before

or during the Chapter 11 Cases, the negotiation, formulation, preparation, execution, filing, solicitation, entry into and/or consummation of the Restructuring Support Agreement, the First Day Pleadings, the Plan, the Plan Supplement, the Disclosure Statement, the DIP Facility, the Braskem Effective Date Funding, the Exit Securities Documents, the Organizational Documents, any other Definitive Documents or any related contract, instrument, release or other agreement or document (including any legal opinion requested by any Person or Entity regarding any transaction, contract, instrument, document or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or Confirmation Order in lieu of such legal opinion) created or entered into in connection with any of the foregoing, the pursuit of confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan, or any other agreement, act or omission, transaction, event, or other occurrence related or relating to any of the foregoing taking place on or before the Effective Date.

51. "**Compensation and Benefits Plans**" means any contracts, agreements, policies, programs and plans in accordance with their respective terms for, among other things, non-compete agreements and wages and compensation, including any incentive and retention plan, health care benefits, disability benefits, deferred compensation benefits, savings, severance benefits, retirement benefits, welfare benefits, workers' compensation insurance and accidental death and dismemberment insurance for the Debtors' employees, former employees, retirees and non-employee directors and managers.

52. "**Complex Case Procedures**" means the Procedures for Complex Cases in the Southern District of Texas, as now in effect or hereafter amended, so as to be applicable in the Chapter 11 Cases.

53. "**Confirmation Date**" means the date on which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases.

54. "**Combined Hearing**" means the hearing held by the Bankruptcy Court pursuant to section 1128 of the Bankruptcy Code to consider confirmation of the Plan and approval of the Disclosure Statement pursuant to section 1125 of the Bankruptcy Code, as such hearing may be adjourned or continued from time to time.

55. "**Confirmation Order**" means the order of the Bankruptcy Court confirming the Plan under section 1129 of the Bankruptcy Code, finding that solicitation of Plan acceptances was done in accordance with section 1126(b), approving the adequacy of disclosures in the Disclosure Statement under section 1125 of the Bankruptcy Code, and approving the Debtors' procedures for solicitation of votes on the Plan, which Confirmation Order shall be consistent with the Restructuring Support Agreement.

56. "**Consenting Creditors' Fees and Expenses**" means, collectively, the Inbursa Advisors' Fees and Expenses and the Ad Hoc Group Advisors' Fees and Expenses.

57. **"Consenting Shareholders**" has the meaning set forth in the Restructuring Support Agreement.

58. "**Consenting Stakeholders**" has the meaning set forth in the Restructuring Support Agreement.

59. "**Consummation**" means the occurrence of the Effective Date.

60. "**Creditor**" has the meaning set forth in section 101(10) of the Bankruptcy Code.

61. "**Cure Amount**" means all amounts, including an amount of $0.00, required to cure any monetary defaults under any Executory Contract or Unexpired Lease (or such lesser amount as may be agreed upon by the parties under an Executory Contract or Unexpired Lease) that is to be assumed or assumed and assigned by the Debtors pursuant to sections 365 or 1123 of the Bankruptcy Code.

62. "**D&O Policies**" means any Insurance Contract, including tail insurance policies, for directors', members', trustees', officers' and employees' liability.

63. "**Debtor Release**" means the release set forth in **Section 8.3** of the Plan.

64. "**Debtors**" means, as of the Petition Date, BAKIDE, Braskem Idesa Servicios and Braskem Idesa Ethane.

65. "**Definitive Documents**" has the meaning set forth in the Restructuring Support Agreement.

66. "**DIP Claim**" means, to the extent not previously paid during the course of the Chapter 11 Cases, Claims against the Debtors that are parties to the DIP Credit Agreement on account of or arising under the DIP Credit Agreement, any DIP Order or any other DIP Financing Documents, including all interest, costs, fees, and indemnities.

67. "**DIP Credit Agreement**" means the Superpriority Debtor-in-Possession Credit Agreement, dated as of August 17, 2026 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time), with respect to the DIP Facility, substantially in the form attached to the Restructuring Support Agreement and approved by the Bankruptcy Court pursuant to the DIP Orders.

68. "**DIP Facility**" means the post-petition secured credit facility provided pursuant to, and subject to the terms and conditions of, the DIP Financing Documents.

69. "**DIP Financing Documents**" means the documentation governing the DIP Facility, including the DIP Motion, DIP Orders, the DIP Credit Agreement, any related credit agreement, indenture, security agreement, including, but not limited to, the Mexican Security Trust Agreement (as amended by the Mexican Security Trust Agreement Amendment and may be amended from time to time pursuant to the terms hereof or the DIP Orders) the Mexican Share Pledge Amendment, the Mexican Non-Possessory Pledge Amendment and any other related agreements or documents, as they may be amended, modified, or supplemented from time to time, in accordance with the terms and conditions set forth therein.

70. "**DIP Motion**" means the *Debtors' Emergency Motion for Interim and Final Orders (i) Authorizing the Debtors to (a) Obtain Postpetition Financing and (b) Use Cash Collateral; (ii) Granting Liens and Providing Claims with Superpriority Administrative Expense Claims Status; (iii) Granting Adequate Protection to the Prepetition Secured Parties; (iv) Modifying the Automatic Stay; (v) Scheduling a Final Hearing, and (vi) Granting Related Relief*, seeking Bankruptcy Court approval of the DIP Facility and other relief requested thereunder.

71. "**DIP Orders**" means, as applicable, the Interim DIP Order and the Final DIP Order.

72. "**Disbursing Agent**" means (i) Reorganized BI, and/or (ii) any agent appointed by the Reorganized Debtors to make distributions under the Plan.

73. "**Disclosure Statement**" means the *Disclosure Statement for the Plan of Reorganization of Braskem Idesa, S.A.P.I. and Its Debtor Affiliates*, (as may be amended, supplemented or modified from time to time thereafter in form and substance reasonably acceptable to the Debtors, Braskem S.A. and the Required Consenting Creditors) accompanying the Plan.

74. "**Disputed**" means, as to a Claim or an Interest, a Claim or an Interest (or portion thereof) that is (i) not Allowed and (ii) not disallowed under the Plan, the Bankruptcy Code or a Final Order.

75. "**Disputed Claims Process**" means the process described in **Section 7.1** of the Plan with respect to the Disputed Claims.

76. "**Distribution Record Date**" means the date for determining which Holders of Allowed Claims are eligible to receive distributions under the Plan, which date shall be the Effective Date or such other date as is designated by the Debtors with the consent of Braskem and the Required Consenting Creditors. The Distribution Record Date shall not apply to distributions made in respect of any of the Debtors' DTC-traded securities, which distributions will be governed by the customary practices and procedures of DTC.

77. "**DTC**" means the Depository Trust Company.

78. "**Effective Date**" means the date upon which all conditions precedent to the effectiveness of the Plan have been satisfied or are waived in accordance with the terms of the Restructuring Support Agreement and the Plan, and on which the Restructuring Transactions become effective or are consummated.

79. "**Entity**" has the definition set forth in section 101(15) of the Bankruptcy Code.

80. "**Equity Interest**" means any preferred shares, common shares, limited liability company interest, equity security (as defined in section 101(16) of the Bankruptcy Code), equity, ownership, profit interests, unit or share in a Debtor, including all issued, unissued, authorized or outstanding shares of capital stock of a Debtor and any other rights, options, warrants, stock appreciation rights, phantom stock rights, restricted stock units, redemption rights, repurchase rights, convertible, exercisable or exchangeable securities or other agreements, arrangements or

commitments of any character relating to, or whose value is related to, any such interest or other ownership interest in any Debtor.

81. "**Equity SPV**" means the entity formed for the purposes of acquiring and receiving the Senior Secured Notes Equity Allocation in respect of Holders of Senior Secured Notes Claims (other than Inbursa) and issuing and distributing Equity SPV Notes to such Holders, in each case as set out in the Equity SPV Documents and Equity SPV Implementation Steps.

82. "**Equity SPV Documents**" means the notes indenture governing the Equity SPV Notes and the documentation governing and applicable to the Put/Call Rights (as defined in the Restructuring Support Agreement) and related provisions, and all guarantee agreements and any other agreements regarding Braskem's obligations under the Put/Call Rights, notes, pledge and collateral agreements, fee letters, and other security documents, as well as any trust documents, administration documents or agreements, organizational and governance documents for the Equity SPV, including, without limitation, certificates of incorporation, certificates of formation or certificates of limited partnership (or equivalent organizational documents), certificates of designation, bylaws, limited liability company agreements, shareholders' agreements, and limited partnership agreements (or equivalent governing documents), as applicable, in each case, consistent with the terms and conditions set forth in the Restructuring Support Agreement.

83. "**Equity SPV Implementation Steps**" means the implementation steps according to which the Equity SPV shall be established and capitalized and the Equity SPV Notes shall be issued, consistent with the Plan, the terms and conditions set forth in the Restructuring Support Agreement, the Equity SPV Documents and the other Restructuring Documents.

84. "**Equity SPV Notes**" means the notes issued by the Equity SPV in accordance with the Equity SPV Documents to each Holder of Senior Secured Notes Claims (other than Inbursa), on account of such Holder's Senior Secured Notes Equity Allocation in the form of Reorganized Class A Shares.

85. "**Equity SPV Notes Administrator**" means a third-party service provider appointed to administer the Equity SPV's day-to-day operational, accounting, reporting, compliance and governance matters, in accordance with the terms of Restructuring Supporting Agreement.

86. "**Equity SPV Notes Administrator's Fees and Expenses**" means all reasonable and documented fees and expenses of the Equity SPV Notes Administrator.

87. "**Equity SPV Notes Certification**" has the meaning given to it in **Section 5.5** of the Plan.

88. "**Equity SPV Notes Trustee**" means the trustee to be selected in accordance with the terms and conditions set forth in the Restructuring Support Agreement.

89. "**Equity SPV Notes Trustee's Fees and Expenses**" means all reasonable and documented fees and expenses of the Equity SPV Notes Trustee.

90. "**Estates**" means the estates of the Debtors created under section 541 of the Bankruptcy Code.

91. "**Etileno**" means Etileno XXI, S.A. de C.V. in its capacities as holder of Existing Equity Interests and as settlor and second place beneficiary under the Mexican Security Trust Agreement and indirect holder (via the Mexican Security Trust) of loans under that certain Subordinated Loan Agreement.

92. "**Exculpated Party**" means, collectively, and in each case in its capacity as such: (i) each of the Debtors and (ii) each independent director of the Debtors.

93. "**Executory Contract**" means a contract to which a Debtor is a party that is subject to assumption, assumption and assignment, or rejection under section 365 or 1123 of the Bankruptcy Code, including any modifications, amendments, addenda or supplements thereto or restatements thereof.

94. "**Exhibit**" means an exhibit annexed to the Plan, including as an exhibit to any Plan Supplement.

95. "**Existing Equity Interests**" means all Equity Interests in BAKIDE.

96. "**Existing Notes Tax Gross-up**" has the meaning given to it in **Section 5.4** of the Plan.

97. "**Existing Shareholder Equity Allocation**" means one third (on a fully diluted basis) of the Reorganized Equity to be distributed to Holders of Existing Equity Interests as consideration for their Existing Equity Interests and post-reorganization support for Reorganized BI.

98. "**Exit Notes**" means those certain senior secured first lien notes to be issued by Reorganized BI and which shall be jointly and severally guaranteed by the Reorganized Debtors pursuant to the Exit Notes Indenture.

99. "**Exit Notes Certification**" has the meaning given to it in **Section 5.5** of the Plan.

100. "**Exit Notes Documents**" means the Exit Notes Indenture and any and all other agreements, documents, and instruments delivered or entered into in connection with, or otherwise governing, the Exit Notes Indenture.

101. "**Exit Notes Indenture**" means one or more indentures, and all guarantee agreements, notes, pledge and collateral agreements, security trust documentation, intercreditor agreements, fee letters and other security documents governing the Exit Notes, including representations, warranties, covenants, events of default, and other provisions that are customary for this type of financing and the relevant industry, and as more fully set forth in the Restructuring Support Agreement and the "Exit Secured Notes Term Sheet" attached as Exhibit B thereto.

102. "**Exit Notes Trustee**" means Wilmington Savings Fund Society, FSB, in its capacity as indenture trustee and collateral agent under the Exit Notes Indenture, and any successor trustee or assign appointed or designated pursuant to the terms thereof.

103. "**Exit Notes Trustee's Fees and Expenses**" means all reasonable and documented fees, costs and expenses of the Exit Notes Trustee, whether incurred before or on the Effective Date, including reasonable attorney fees and expenses and other fees, costs and expenses arising under or in connection with the Exit Notes Documents.

104. "**Exit Securities**" means, collectively, the Reorganized Equity, the Equity SPV Notes and the Exit Notes.

105. "**Exit Securities Documents**" means the Exit Notes Documents, the Shareholders' Agreement, the Equity SPV Documents and any other instruments, certificates and other documents or agreements required to be issued, executed or delivered pursuant to the Plan in connection therewith.

106. "**File**," "**Filed**" or "**Filing**" means file, filed or filing with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases.

107. "**Final Order**" means an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the subject matter, as entered on the docket in the Chapter 11 Cases or the docket of any court of competent jurisdiction, and that is in full force and effect and has not been reversed, vacated, stayed, modified, or amended, and as to which the time to appeal, or seek certiorari or move for a new trial, reargument, or rehearing has expired and no appeal or petition for certiorari or other proceedings for a new trial, reargument, or rehearing has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be timely filed has been withdrawn or resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought or the new trial, reargument, or rehearing shall have been denied or has otherwise been dismissed with prejudice; *provided*, *however*, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure or any analogous rule under the Bankruptcy Rules, may be filed with respect to such order shall not preclude such order from being a Final Order.

108. "**Final DIP Order**" means the order (and all exhibits and schedules thereto) entered by the Bankruptcy Court on a final basis (i) approving the DIP Facility, (ii) granting authority to use cash collateral, (iii) providing adequate protection on the terms and conditions set forth therein, and (iv) granting related relief.

109. "**First Day Pleadings**" means, the motions, declarations, statements and other documents that the Debtors determine are necessary or desirable to file with the Bankruptcy Court upon commencement of the Chapter 11 Cases.

110. "**General Unsecured Claim**" means any Claim against the Debtors that is not an Administrative Expense Claim, DIP Claim, Priority Claim, Professional Fee Claim, Other Secured Claim, Senior Secured Notes Claim, Senior Secured Term Loan Claim, Secured PE Facility Claim, Subordinated Loans Claim, Braskem Commercial Claim or Intercompany Claim.

111. "**Governing Body**" means the board of directors, board of managers, manager, general partner, investment committee, special committee, independent director or such similar governing body of an Entity.

112. "**Governmental Authority**" means any applicable federal, state, local or foreign government or any agency, bureau, board, commission, court or arbitral body, department, political subdivision, regulatory or administrative authority, tribunal or other instrumentality thereof, or any self-regulatory organization (including, for the avoidance of doubt, those bodies within the definition of "Governmental Unit" set forth in section 101(27) of the Bankruptcy Code).

113. "**Grupo Idesa**" means Grupo Idesa, S.A. de C.V., in its capacity as settlor and second place beneficiary under the Mexican Security Trust Agreement and funding Affiliate and indirect holder (via the Mexican Security Trust) of loans under that certain Subordinated Loan Agreement.

114. "**Holder**" means a Person who is the registered holder of a Claim or Equity Interest as of the applicable date of determination or an authorized agent of such Person.

115. "**Impaired**" means, when used in reference to a Claim or Equity Interest, a Claim or Equity Interest that is "impaired" within the meaning of section 1124 of the Bankruptcy Code.

116. "**Inbursa**" means Banco Inbursa, S.A., Institución de Banca Múltiple, Grupo Financiero Inbursa, together with any Affiliates of the foregoing Entities (for the avoidance of doubt, including Etileno and Grupo Idesa), and together with any funds or accounts managed, controlled or advised by any of the forgoing.

117. "**Inbursa Advisors**" means (i) Herbert Smith Freehills Kramer (US) LLP, (ii) in the event Inbursa retains a financial advisor with the consent of the Debtors (such consent not to be unreasonably withheld), such financial advisor, (iii) any local counsel retained, in Inbursa's reasonable discretion, in non-United States jurisdictions, as applicable, (iv) one local bankruptcy counsel in a United States jurisdiction, and (v) any such other advisors as may be required by Inbursa and agreed to by the Debtors, such agreement not to be unreasonably withheld.

118. "**Inbursa Advisors' Fees and Expenses**" means all reasonable and documented fees and expenses of the Inbursa Advisors, in each case, in accordance with any engagement letters or fee letters (if any) of such Inbursa Advisor, excluding, without limitation, any success fees contemplated therein, if applicable.

119. "**Inbursa Equitization**" means Reorganized Class B Shares equal in number to the Reorganized Class A Shares that would have been held by the Equity SPV on behalf of Inbursa, in its capacity as a Holder of Allowed Senior Secured Notes Claims, absent Inbursa's agreement to receive less favorable treatment.

120. "**Indemnification Obligation**" means all indemnification provisions in place as of the Effective Date (whether in the by-laws, certificates of incorporation or formation, other organizational documents, board resolutions, indemnification agreements, limited liability company agreements, limited partnership agreements, employment contracts or otherwise) for current and former directors, officers, managers, employees, attorneys, accountants, investment

bankers, restructuring advisors and other professionals and/or agents and/or representatives of, or acting on behalf of, the Debtors.

121. "**Insider**" has the meaning set forth in section 101(31) of the Bankruptcy Code.

122. "**Insurance Contracts**" means all insurance policies, including D&O Policies, that have been issued (or provide coverage) at any time to the Debtors (or its predecessors) and all agreements, documents or instruments relating thereto, including but not limited to, any agreement with a third party administrator for claims handling. Insurance Contracts shall not include surety bonds, surety indemnity agreements or surety-related products.

123. "**Insurer**" means any company or other Entity that issued or entered into any Insurance Contracts (including any third-party administrator for any Insurance Contracts) and each of its respective predecessors and/or Affiliates.

124. "**Intercompany Claim**" means any Claim against a Debtor held by another Debtor.

125. "**Intercompany Interest**" means any Equity Interest in a Debtor held by another Debtor.

126. "**Intercreditor Administrative Agent**" means the "Administrative Agent" as defined in the Intercreditor Agreement.

127. "**Intercreditor Agent**" means the "Intercreditor Agent" as defined in the Intercreditor Agreement.

128. "**Intercreditor Agreement**" means that certain Second Amended and Restated Intercreditor Agreement dated as of October 20, 2021, by and among BAKIDE, as issuer and borrower, Braskem Idesa Servicios, as initial guarantor, each other obligor from time to time party thereto, Deutsche Bank Trust Company Americas as trustee under the 2029 Senior Secured Notes Indenture, Wilmington Savings Fund Society, FSB, as trustee under the 2032 Senior Secured Notes Indenture, Banco Inbursa, S.A., Institución de Banca Múltiple, Grupo Financiero Inbursa as administrative agent under the Senior Secured Term Loan Credit Agreement, Deutsche Bank Trust Company Americas as administrative agent under the 2029 Senior Secured Notes Indenture and 2032 Senior Secured Notes Indenture, Deutsche Bank Trust Company Americas as administrative agent, collateral agent, and intercreditor agent under the Intercreditor Agreement, and the other Persons that become party thereto from time to time pursuant to the terms thereof.

129. "**Interim DIP Order**" means any order (and all exhibits and schedules thereto) entered by the Bankruptcy Court on an interim basis (i) approving the DIP Facility, (ii) granting authority to use cash collateral, (iii) providing adequate protection on the terms and conditions set forth therein, and (iv) granting related relief.

130. "**Investment Company Act**" means the Investment Company Act of 1940, as amended.

131. "**Lien**" has the definition set forth in 11 U.S.C. § 101(37) and shall include any lien or lien equivalent under applicable non-U.S. law.

132. "**Mexican Non-Possessory Pledge Agreement**" means that certain amended and restated non-possessory pledge agreement (*Contrato de Prenda sin Transmisión de Posesión*), dated as of October 20, 2021, entered into between BAKIDE and the Collateral Agent, as pledgee, as amended or supplemented to the date of the Restructuring Support Agreement.

133. "**Mexican Non-Possessory Pledge Amendment**" means that certain amendment to the Mexican Non-Possessory Pledge Agreement, for the purpose of giving effect to the priorities established by, and certain other terms and conditions of, the Interim DIP Order, as contemplated by the Interim DIP Order, in the form attached as an exhibit to the Restructuring Support Agreement.

134. "**Mexican Security Trust**" means the irrevocable security and administration trust established pursuant to the Mexican Security Trust Agreement.

135. "**Mexican Security Trust Agreement**" means that certain irrevocable security and administration trust agreement, originally dated as of March 6, 2013, as amended and restated on October 20, 2021, and May 13, 2025, by and among BAKIDE, Braskem Netherlands, Etileno, and certain subordinated lenders in their capacities as settlors and second place beneficiaries, the Mexican Security Trustee in its capacity as trustee, Deutsche Bank Trust Company Americas in its capacity as first place beneficiary, and the other Persons that become party thereto from time to time pursuant to the terms thereof, as amended or supplemented from time to time.

136. "**Mexican Security Trust Agreement Amendment**" means that certain amendment and restatement to the Mexican Security Trust Agreement to be entered among the existing parties to the Mexican Security Trust Agreement and certain other parties for the purpose of giving effect to the priorities established by, and certain other terms and conditions of, the Interim DIP Order, in the form attached to the Restructuring Support Agreement.

137. "**Mexican Security Trustee**" means Banco Multiva, S.A. Institución de Banca Múltiple, Grupo Financiero Multiva, División Fiduciaria (as successor of CIBanco, S.A. Institución de Banca Múltiple), in its capacity as trustee under the Mexican Security Trust Agreement, and any successor trustee appointed pursuant to the terms thereof.

138. **"Mexican Share Pledge Agreement**" means that certain amended and restated share pledge agreement *(contrato de prenda sobre acciones*) dated as of October 20, 2021, entered into among Braskem S.A. and Etileno, as pledgors, the Collateral Agent, as pledgee, with the appearance of BAKIDE and Braskem Idesa Servicios, as amended or supplemented to the date of the Restructuring Support Agreement.

139. "**Mexican Share Pledge Amendment**" means that certain amendment to the Mexican Share Pledge Agreement, for the purpose of giving effect to the priorities established by, and certain other terms and conditions of, the Interim DIP Order, as contemplated by the Interim DIP Order, in the form attached to the Restructuring Support Agreement.

140. "**Non-Debtor Release**" means the release set forth in **Section 8.4** of the Plan.

141. "**Non-Qualified Holder**" has the meaning given to it in **Section 5.5** of the Plan.

142. "**Organizational Documents**" means, on or after the Effective Date, all organizational and governance documents for the Reorganized Debtors, including, without limitation, certificates of incorporation (including any certificate of designations), certificates of formation or certificates of limited partnership (or equivalent organizational documents), certificates of designation, bylaws, limited liability company agreements, shareholders' agreements, and limited partnership agreements (or equivalent governing documents), as applicable, in each case, consistent with the terms and conditions set forth in the Restructuring Support Agreement.

143. "**Other Priority Claim**" means any Claim against a Debtor, other than an Administrative Expense Claim, DIP Claim, Professional Fee Claim or Priority Tax Claim, that is entitled to priority in payment pursuant to section 507(a) of the Bankruptcy Code.

144. "**Other Secured Claim**" means any Secured Claim against a Debtor except a DIP Claim, Senior Secured Claim or Secured PE Facility Claim.

145. "**Person**" means any natural person, corporation, limited liability company, professional association, limited partnership, general partnership, joint stock company, joint venture, association, company, trust, bank, trust company, land trust, business trust or other organization, whether or not a legal entity, and any Governmental Authority.

146. "**Petition Date**" means the date the Debtors filed petitions commencing the Chapter 11 Cases in the Bankruptcy Court.

147. "**Plan**" means this joint prepackaged plan of reorganization under chapter 11 of the Bankruptcy Code, either in its present form or as it may be altered, amended, modified or supplemented from time to time in accordance with the terms, conditions, and consents set forth in the Restructuring Support Agreement, the Bankruptcy Code, the Bankruptcy Rules, or the terms hereof, and the Plan Supplement, which is incorporated herein by reference, including all exhibits and schedules hereto and thereto.

148. "**Plan Supplement**" means the compilation of certain documents and forms of documents, schedules and exhibits to the Plan (including the Restructuring Transactions Exhibit) that will be filed by the Debtors with the Bankruptcy Court, each of which shall be consistent with the Restructuring Support Agreement.

149. "**Priority Claims**" means Priority Tax Claims and Other Priority Claims.

150. "**Priority Tax Claim**" means any Claim of a "Governmental Unit" of a kind specified in sections 502(i) and 507(a)(8) of the Bankruptcy Code, including a Secured Tax Claim.

151. "**Professional**" means (a) any professional or other Person employed in the Chapter 11 Cases pursuant to section 327 or 1103 of the Bankruptcy Code or otherwise and (b) any professional or other Person awarded compensation or reimbursement of expenses in connection with the Chapter 11 Cases pursuant to section 503(b)(4) of the Bankruptcy Code.

152. "**Professional Fee Claim**" means an Administrative Expense Claim of a Professional for compensation for services rendered or reimbursement of costs, expenses or other charges incurred after the Petition Date and prior to and including the Effective Date.

153. "**Professional Fee Escrow Account**" means an interest-bearing escrow account funded by the Debtors on the Effective Date in an amount equal to the Professional Fee Reserve Amount, pursuant to **Section 2.2(b)** of the Plan.

154. "**Professional Fee Reserve Amount**" means the total amount of Professional Fee Claims estimated in accordance with **Section 2.2(c)** of the Plan.

155. "**Proof of Claim**" means a proof of Claim Filed against a Debtor in the Chapter 11 Cases.

156. "**Pro Rata Share**" means the proportion that an Allowed Claim or Equity Interest in a particular Class bears to the aggregate amount of Allowed Claims or Equity Interests in that Class; *provided*, *however*, that, solely for purposes of distributions of the Equity SPV Notes by the Equity SPV to Holders of Allowed Senior Secured Notes Claims (other than Inbursa), "Pro Rata Share" shall be determined without regard to the aggregate amount of Allowed Senior Secured Notes Claims held by Inbursa.

157. "**Qualified Holder**" has the meaning given to it in **Section 5.5** of the Plan.

158. "**Reinstated**" means (a) leaving unaltered the legal, equitable, and contractual rights to which a Claim or Equity Interest entitles the Holder of such Claim or Equity Interest so as to leave such Claim or Equity Interest not Impaired or (b) notwithstanding any contractual provision or applicable law that entitles the Holder of a Claim or Equity Interest to demand or receive accelerated payment of such Claim or Equity Interest after the occurrence of a default: (i) curing any such default that occurred before, on or after the Petition Date, other than a default of a kind specified in section 365(b)(2) of the Bankruptcy Code or of a kind that section 365(b)(2) expressly does not require to be cured; (ii) reinstating the maturity (to the extent such maturity has not otherwise occurred by the passage of time) of such Claim or Equity Interest as such maturity existed before such default; (iii) compensating the Holder of such Claim or Equity Interest for any damages incurred as a result of any reasonable reliance by such Holder on such contractual provision or such applicable law; (iv) if such Claim or Equity Interest arises from a failure to perform a nonmonetary obligation other than a default arising from failure to operate a nonresidential real property lease subject to section 365(b)(1)(A), compensating the Holder of such Claim or Equity Interest (other than the Debtors or an insider) for any actual pecuniary loss incurred by such Holder as a result of such failure; and (v) not otherwise altering the legal, equitable or contractual rights to which such Claim or Equity Interest entitles the Holder.

159. "**Rejection Damages Claim**" means a Claim arising from the rejection of an Executory Contract or Unexpired Lease.

160. "**Rejection Damages Objection Deadline**" means the first Business Day that is no later than thirty days after the later of (a) the Effective Date or (b) the date of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection of such executory contract or unexpired lease.

161. "**Related Party**" means: (i) with respect to any Entity or Person, such Entity's or Person's predecessors, successors and assigns, and such Entity's or Person's parents, subsidiaries, Affiliates, affiliated investment funds or investment vehicles, managed or advised accounts, funds, or other entities, and investment advisors, sub-advisors, or managers; (ii) with respect to each of the foregoing in clause (i), such Entity's or Person's respective current and former officers, directors, principals, equity holders (regardless of whether such interests are held directly or indirectly and any fund managers, fiduciaries, or other agents with any involvement related to the Debtors), members, partners, employees, agents, trustees, advisory board members, financial advisors, attorneys, accountants, actuaries, investment bankers, consultants, representatives, management companies, fund advisors and other professionals; and (iii) with respect to each of the foregoing in clause (i), such Entity's or Person's respective heirs, executors, estates, servants, and nominees.

162. "**Released Parties**" means, collectively, each of the following solely in their capacities as such: (i) (a) the Debtors, (b) the Reorganized Debtors, (c) each Consenting Stakeholder, (d) the Holders of DIP Claims, (e) the 2029 Senior Secured Notes Trustee, (f) the 2032 Senior Secured Notes Trustee, (g) the Exit Notes Trustee, (h) Equity SPV Notes Trustee, (i) Equity SPV Notes Administrator, (j) the Mexican Security Trustee, (k) the Collateral Agent, (l) the Intercreditor Administrative Agent and (m) the Intercreditor Agent; and (ii) with respect to each of the foregoing Entities and Persons in clause (i), all of their respective Related Parties; *provided*, *however*, that any Entity or Person shall not be a Released Party if it (x) affirmatively opts out of the releases set forth in **Article VIII** of the Plan or (y) timely objects to the releases set forth in **Article VIII** of the Plan and such objection is not resolved before the Combined Hearing; *provided*, *further*, *however*, that in no event shall TQPM be deemed a Released Party, regardless of whether TQPM qualifies as a "Related Party."

163. "**Releasing Parties**" means, collectively, each of the following solely in their capacities as such: (i) all Holders of Claims or Equity Interests that vote to accept the Plan, (ii) all Holders of Claims or Equity Interests that vote to reject the Plan and who do not affirmatively opt out of the releases provided by the Plan, (iii) all Holders of Claims or Equity Interests who abstain from voting on the Plan and who do not affirmatively opt out of the releases provided by the Plan, (iv) each Released Party; (v) each Related Party to each Entity in clause (i) through (iv) solely to the extent such Related Party (a) would be obligated to grant a release under principles of agency if it were so directed by the Entity in the foregoing clauses (i) through (iv) to whom they are related or (b) may assert Claims or Causes of Action on behalf of or in a derivative capacity by or through an Entity in clause (i) through (iv); *provided*, *however*, that any Entity or Person shall not be a Releasing Party if it (x) timely and affirmatively opts out of the releases set forth in **Article VIII** of the Plan or (y) timely objects to the releases set forth in **Article VIII** of the Plan and such objection is not resolved before the Combined Hearing.

164. "**Remaining Case**" means the Chapter 11 Case of Braskem Idesa Ethane.

165. "**Reorganized BI**" means BAKIDE, as reorganized pursuant to the Plan, or any successor thereto or assignee thereof, by merger, consolidation, reorganization, or otherwise, in the form of a corporation, limited liability company, partnership, or other form, as the case may be, immediately after the Effective Date.

166. "**Reorganized Class A Shares**" means equity of Reorganized BI in the form of Class A shares issued pursuant to the Plan on the terms set forth in the Shareholders' Agreement, the Restructuring Support Agreement and the other Restructuring Documents.

167. "**Reorganized Class B Shares**" means equity of Reorganized BI in the form of Class B shares issued pursuant to the Plan on the terms set forth in the Shareholders' Agreement, the Restructuring Support Agreement and the other Restructuring Documents.

168. "**Reorganized Debtors**" means, collectively, each of the Debtors as reorganized pursuant to the Plan, or any successor thereto or assignee thereof, by merger, consolidation, reorganization, or otherwise, immediately after the Effective Date, including Reorganized BI.

169. "**Reorganized Equity**" means equity of Reorganized BI or any successor or assign thereto, by merger, consolidation or otherwise, on and after the Effective Date, consisting of the Reorganized Class A Shares and the Reorganized Class B Shares.

170. "**Required Consenting Creditors**" has the meaning set forth in the Restructuring Support Agreement.

171. "**Restructuring**" means the reorganization of the Debtors embodied by the Restructuring Transactions and as set forth in the Plan and Restructuring Support Agreement.

172. "**Restructuring Documents**" means, collectively, the Plan and the Plan Supplement, the Disclosure Statement, the Confirmation Order, the Restructuring Support Agreement, the DIP Financing Documents, the Exit Notes Documents, the Organizational Documents, the Equity SPV Documents and all other documents, agreements and instruments, necessary or desirable to implement or consummate the Plan, including the Definitive Documents and other documents described in the Restructuring Support Agreement and any amendments, modifications or supplements to the foregoing.

173. "**Restructuring Expenses**" means, collectively, the Braskem Fees and Expenses, the Consenting Creditors' Fees and Expenses, the Senior Secured Notes Trustees' Fees and Expenses, the Exit Notes Trustee's Fees and Expenses, the Equity SPV Notes Trustee's Fees and Expenses, and the Equity SPV Notes Administrator's Fees and Expenses.

174. "**Restructuring Support Agreement**" means that certain Restructuring Support Agreement (including all exhibits, schedules, joinders and attachments thereto) filed as an exhibit to the Disclosure Statement (as may be amended, restated, supplemented or otherwise modified in accordance with the provisions therein).

175. "**Restructuring Transactions**" has the meaning set forth in **Section 4.12** of the Plan.

176. "**Restructuring Transactions Exhibit**" means the exhibit to the Plan Supplement that will set forth the material components of the transactions that are required to effectuate the Restructuring Transactions contemplated by the Restructuring Support Agreement and the Plan, including any "restructuring steps memo," "tax steps memo" or other document describing steps to be taken in connection with the Restructuring Transactions.

177. "**Retained Causes of Action**" means all Causes of Action of the Debtors or the Estates not expressly released under the Plan, including the Schedule of Retained Causes of Action set forth in the Plan Supplement, in each case subject to the consent of the Consenting Stakeholders as set forth in the Restructuring Support Agreement.

178. "**Rolled-Up Loans"** has the meaning set forth in the DIP Orders or the DIP Motion, as applicable.

179. "**Sale Period**" has the meaning given to it in **Section 4.6** of the Plan.

180. "**Schedule of Rejected Executory Contracts and Unexpired Leases**" means the schedule of Executory Contracts and Unexpired Leases to be rejected by the Debtors pursuant to the Plan, as set forth in the Plan Supplement, as may be amended from time to time prior to the Effective Date.

181. "**Schedule of Retained Causes of Action**" means the schedule of certain Causes of Action of the Debtors that are not released, waived, exculpated or transferred pursuant to the Plan, as the same may be amended, modified or supplemented from time to time, which schedule shall be in form and substance reasonably acceptable to the Company, each of the Consenting Shareholders, and the Required Consenting Creditors.

182. "**Secured Claim**" means any Claim against any Debtor that is (i) secured by a Lien on property in which such Debtor's Estate has an interest or that is subject to set off under section 553 of the Bankruptcy Code, to the extent of the value of the Holder of Claim's interest in the applicable Estate's interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code or, in the case of setoff, pursuant to section 553 of the Bankruptcy Code or (ii) Allowed as a Secured Claim pursuant to the Plan or a Final Order of the Bankruptcy Court.

183. "**Secured PE Facility Agreement**" means that certain Distribution Agreement, dated as of January 1, 2023, and as particularly amended as of August 15, 2025 and again as of March 3, 2026, between BAKIDE, as borrower, and Braskem Netherlands, as distributor and lender, as further amended or supplemented as of the date of the Restructuring Support Agreement.

184. "**Secured PE Facility Claims**" means all Claims on account of the Secured PE Facility Loans as described in the Braskem Commercial Claims Schedule, but excluding any outstanding Claims against the Debtors arising from any loans issued pursuant to the March 3, 2026 amendment to the Secured PE Facility Agreement.

185. "**Secured PE Facility Loans**" means those certain loans issued pursuant to the Secured PE Facility Agreement, but excluding any loans issued pursuant to the March 3, 2026 amendment to the Secured PE Facility Agreement.

186. "**Secured Tax Claim**" means any Secured Claim which, absent its secured status, would be entitled to priority in right of payment under section 507(a)(8) of the Bankruptcy Code.

187. "**Securities Act**" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder from time to time in effect.

188. "**Senior Secured Claims**" means the Senior Secured Notes Claims and the Senior Secured Term Loan Claims.

189. "**Senior Secured Noteholders**" means a "Holder" as defined in the 2029 Senior Secured Notes Indenture or the 2032 Senior Secured Notes Indenture, as applicable.

190. "**Senior Secured Notes**" means the 2029 Senior Secured Notes and 2032 Senior Secured Notes.

191. "**Senior Secured Notes Claims**" means all Claims on account of the Senior Secured Notes.

192. "**Senior Secured Notes Equitization Amount**" means $825 million.

193. "**Senior Secured Notes Equity Allocation**" means one third (on a fully diluted basis) of the Reorganized Equity in satisfaction of $825 million in Senior Secured Notes Claims.

194. "**Senior Secured Notes Exit Notes Allocation**" means Exit Notes in the principal amount equal to (i) as of the Effective Date, the full principal amount, plus accrued and unpaid prepetition and post-petition interest, of the Senior Secured Notes Claims *minus* (ii) the Senior Secured Notes Equitization Amount.

195. "**Senior Secured Notes Indentures**" means, collectively, the 2029 Senior Secured Notes Indenture and the 2032 Senior Secured Notes Indenture.

196. "**Senior Secured Notes Trustees**" means the 2029 Senior Secured Notes Trustee and the 2032 Senior Secured Notes Trustee.

197. "**Senior Secured Notes Trustees' Fees and Expenses**" means all reasonable and documented fees and expenses of the 2029 Senior Secured Notes Trustee and the 2032 Senior Secured Notes Trustee.

198. "**Senior Secured Term Loans**" means those certain term loans provided pursuant to the Senior Secured Term Loan Credit Agreement.

199. "**Senior Secured Term Loan Claims**" means all Claims on account of the Senior Secured Term Loans.

200. "**Senior Secured Term Loan Credit Agreement**" means that certain Amended and Restated Credit Agreement, dated as of October 22, 2025, between BAKIDE, as borrower, Braskem Idesa Servicios, as initial guarantor, Banco Inbursa, S.A., Institución de Banca Múltiple, Grupo Financiero Inbursa as administrative agent, and Banco Inbursa, S.A., Institución de Banca Múltiple, Grupo Financiero Inbursa as lender in such capacity with the banks and financial institutions from time to time party thereto, as amended or supplemented to the date of the Restructuring Support Agreement.

201. "**Senior Secured Term Loan Exit Notes Allocation**" means Exit Notes in the principal amount equal to, as of the Effective Date, the full principal amount, plus accrued and unpaid prepetition and post-petition interest, of the Senior Secured Term Loan Claims.

202. "**Shareholders' Agreement**" means the shareholders' agreement in the form established in the Plan Supplement as may be amended, restatement, or amended and restated from time-to-time, addressing certain matters relating to the Reorganized Equity, consistent with the terms, conditions, and consents set forth in the Restructuring Support Agreement.

203. "**Solicitation Materials**" means the Disclosure Statement, Ballots, documents, forms and all other materials provided in connection with the solicitation of the Plan pursuant to sections 1125 and 1126 of the Bankruptcy Code, which shall be consistent with the Restructuring Support Agreement.

204. "**Specified Directors**" means, collectively, the directors of Reorganized BI appointed by Inbursa and the Ad Hoc Group pursuant to the Shareholders' Agreement.

205. "**Subordinated Loans**" means the loans issued under the Subordinated Loan Agreements.

206. "**Subordinated Loan Agreements**" means, as applicable, (i) that certain Subordinated Loan Agreement dated as of March 27, 2013, between BAKIDE, as borrower, and Braskem S.A., as subordinated lender; (ii) that certain Subordinated Loan Agreement dated as of March 27, 2013, between BAKIDE, as borrower, and Etileno XXI, S.A. de C.V., as subordinated lender; (iii) that certain Subordinated Loan Agreement dated as of August 21, 2015, among BAKIDE, as borrower, Etileno XXI, S.A. de C.V., as subordinated lender, and Grupo Idesa, S.A. de C.V., as lender and funding affiliate and (iv) that certain Subordinated Loan Agreement dated as of August 13, 2015, among BAKIDE, as borrower, and Braskem Netherlands and Braskem México, as subordinated lenders.

207. "**Subordinated Loans Claims**" means all Claims on account of Subordinated Loans.

208. "**Substitute Consideration**" has the meaning given to it in **Section 4.6** of the Plan.

209. "**TQPM**" means Terminal Química Puerto México, S.A.P.I. de C.V., a *sociedad anónima promotora de inversión de capital variable* organized under the laws of Mexico.

210. "**TQPM Agreements**" means, collectively, (a) the TQPM Credit Agreement and (b) the TQPM Financing Documents.

211. "**TQPM Credit Agreement**" means that certain Credit Agreement dated as of October 31, 2023, among TQPM, as borrower, the lenders party thereto, Crédit Agricole Corporate and Investment Bank, as the administrative agent, Citibank, N.A., as the offshore collateral agent, and Banco Nacional de México, S.A., integrante del Grupo Financiero Banamex, División Fiduciaria, as the onshore collateral agent.

212. "**TQPM Financing Documents**" means the "Financing Documents" as defined in the TQPM Credit Agreement.

213. "**Unclaimed Distribution**" has the meaning set forth in **Section 5.4(f)** of the Plan.

214. "**Unexpired Lease**" means a lease to which a Debtor is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

215. "**Unimpaired**" means, when used in reference to a Claim or Equity Interest, a Claim or Equity Interest that is not Impaired within the meaning of section 1124 of the Bankruptcy Code.

216. "**U.S. Dollar Equivalent**" means the amount of U.S. dollars obtained by converting any amount not in U.S. dollars into U.S. dollars at the opening rate for the purchase of U.S. dollars as published in Bloomberg News (or, if Bloomberg News did not publish the rate or if such information is no longer available, such published sources as may be selected in good faith by the Debtors) on one of the following dates, as applicable: (i) with respect to an Allowed amount of a Claim or a Pro Rata Share of Allowed Claims, the Petition Date; or (ii) with respect to a distribution on or after the Effective Date, one day before the date of such distribution.

217. "**U.S. Person**" has the meaning given to it in Rule 902(k) under the Securities Act.

218. "**U.S. Trustee**" means the United States Trustee appointed under section 581 of title 28 of the United States Code to serve in the Southern District of Texas.

219. "**Voting Deadline**" means the date and time by which all Ballots to accept or reject the Plan must be received to be counted, which shall be September 17, 2026 (prevailing Central Time) (subject to extension with the consent of the Debtors, the Consenting Shareholders and the Required Consenting Creditors).

220. "**WC Credit Agreement**" means that certain Working Capital Credit Agreement dated as of March 25, 2026, among BAKIDE, as borrower, Braskem Idesa Servicios, as initial guarantor, and Braskem Netherlands, as lender, as amended or supplemented to the date of this Agreement.

1.2 Exhibits to the Plan

All Exhibits, including those in the Plan Supplement, are incorporated into and are a part of the Plan as if set forth in full herein. Holders of Claims and Equity Interests may obtain a copy of the Exhibits, including those in the Plan Supplement, upon written request to the Debtors. The Exhibits, including those in the Plan Supplement, may be inspected in the office of the clerk of the Bankruptcy Court or its designee during normal business hours, obtained by written request to counsel to the Debtors or obtained on the website of the Claims and Solicitation Agent at https://restructuring.ra.kroll.com/BraskemIdesa/.

1.3 Rules of Interpretation.

For purposes of the Plan, unless otherwise provided herein:

(a) whenever from the context it is appropriate, each term, whether stated in the singular or the plural, will include both the singular and the plural;

(b) any reference in the Plan to an existing document or schedule Filed or to be Filed means such document or schedule, as it may have been or may be amended, modified or supplemented in accordance with the Plan and the Restructuring Support Agreement or any other applicable Restructuring Documents;

(c) any reference to a Person as a Holder of a Claim or Equity Interest includes that Person's successors and assigns;

(d) unless otherwise specified herein, all references in the Plan to Sections and Articles are references to Sections and Articles of the Plan;

(e) unless otherwise specified herein, the words "herein," "hereunder," "hereof" and "hereto" refer to the Plan in its entirety rather than to a particular portion of the Plan;

(f) captions and headings to Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan;

(g) subject to the provisions of any contract, certificates of incorporation, by-laws, instrument, release or other agreement or document entered into in connection with and pursuant to the Plan, the rights and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, federal law, including the Bankruptcy Code and the Bankruptcy Rules;

(h) the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, and shall be deemed to be followed by the words "without limitation";

(i) the rules of construction set forth in section 102 of the Bankruptcy Code will apply to the Plan;

(j) all references in the Plan to monetary figures refer to the currency of the United States of America, unless otherwise expressly provided herein; and

(k) except as otherwise specifically provided for in the Plan to the contrary, reference in the Plan to the Debtors or to the Reorganized Debtors mean the Debtors and the Reorganized Debtors, as applicable, to the extent context requires.

Notwithstanding anything herein to the contrary, any and all consent rights of the parties to the Restructuring Support Agreement, set forth in the Restructuring Support Agreement with respect to the form and substance of the Plan, all exhibits to the Plan, and the Plan Supplement, including any amendments, restatement, supplements, or other modifications to such agreements and documents, and any consents, waivers, or other deviations under or from any such documents,

shall be incorporated herein by this reference (including to the applicable definitions in **Article I** of the Plan) and be fully enforceable as if stated in full herein.

In the event of an actual conflict between the consent and consultation rights set forth in the Restructuring Support Agreement, on the one hand, and the Plan, on the other, the consent and consultation rights set forth in the Restructuring Support Agreement shall control. In the event of an inconsistency between the Plan and the Disclosure Statement, the terms of the Plan shall control in all respects. In the event of an inconsistency between the Plan and the Plan Supplement, the terms of the relevant document in the Plan Supplement shall control (unless stated otherwise in such Plan Supplement document or in the Confirmation Order). In the event of an inconsistency between the Restructuring Support Agreement and the Plan, except with respect to consent and consultation rights and approvals as set forth above, the Plan shall control. In the event of an inconsistency between the Confirmation Order and the Plan, the Confirmation Order shall control.

1.4 Computation of Time

In computing any period of time prescribed or allowed by the Plan, the provisions of Bankruptcy Rule 9006(a) will apply. If the date on which a transaction may occur pursuant to the Plan shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day. Unless otherwise specified (including in the Restructuring Transactions Exhibit, the Equity SPV Implementation Steps or any other Definitive Document), any action to be taken on the Effective Date may be taken on, or as soon as reasonably practicable after, the Effective Date.

1.5 Governing Law

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated herein, the laws of the State of New York (without giving effect to the principles of conflict of laws or any other common law principle or statutory provision that would operate to change the governing law from the State of New York) shall govern the rights, obligations, construction and implementation of the Plan, any agreements, documents, instruments or contracts executed or entered into in connection with the Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control); *provided* that the corporate or limited liability company governance matters relating to the Debtors or the Reorganized Debtors, as applicable, shall be governed by the laws of the state of incorporation or formation (as applicable) of the applicable Debtor or Reorganized Debtor.

ARTICLE II
ADMINISTRATIVE, PRIORITY AND DIP CLAIMS

In accordance with section 1123(a)(l) of the Bankruptcy Code, Administrative Expense Claims, Professional Fee Claims, Priority Tax Claims, and DIP Claims have not been classified and, thus, are excluded from the Classes of Claims set forth in **Article III** of the Plan.

2.1 Administrative Expense Claims

Unless otherwise agreed to by the Holder of an Allowed Administrative Expense Claim and the Debtors or Reorganized Debtors, as applicable, each Holder of an Allowed Administrative Expense Claim (other than Holders of Professional Fee Claims and Claims for fees and expenses pursuant to section 1930 of chapter 123 of title 28 of the United States Code) will receive in full and final satisfaction of its Administrative Expense Claim an amount of Cash equal to the amount of such Allowed Administrative Expense Claim either: (a) on the Effective Date, or as soon as reasonably practicable thereafter, (b) if the Administrative Expense Claim is not Allowed as of the Effective Date, no later than thirty (30) days after the date on which an order Allowing such Administrative Expense Claim becomes a Final Order, or as soon as reasonably practicable thereafter, or (c) if the Allowed Administrative Expense Claim is based on liabilities incurred by the Debtors in the ordinary course of their business after the Petition Date, in accordance with the terms and conditions of the particular transaction giving rise to such Allowed Administrative Expense Claims without any further action by the Holders of such Allowed Administrative Expense Claims.

Notwithstanding any prior Filing or Proof of Claim, Proofs of Claim seeking the allowance and payment of Administrative Expense Claims (except with respect to Restructuring Expenses or Professional Fee Claims) must be Filed and served on the Debtors or the Reorganized Debtors (as applicable) and their counsel by no later than the Administrative Expense Claims Bar Date pursuant to the procedures set forth in the Confirmation Order and the notice of the occurrence of the Effective Date. The burden of proof for the allowance of Administrative Expense Claims remains on the Holder of the Administrative Expense Claims.

Except as otherwise provided for in the Plan or in a Final Order entered by the Bankruptcy Court, Holders of Administrative Expense Claims that do not File and serve a Proof of Claim or application for payment of administrative expenses requesting the allowance of an Administrative Expense Claim by the Administrative Expense Claims Bar Date shall be forever barred, estopped and enjoined from asserting Administrative Expense Claims against the Debtors, the Reorganized Debtors, the Estates or the Debtors' or the Reorganized Debtors' assets and properties, and any such unfiled Administrative Expense Claims shall be deemed automatically and finally disallowed as of the Effective Date without any further action by the Bankruptcy Court.

For the avoidance of doubt, the U.S. Trustee shall not be required to file an application for payment of an Administrative Expense Claim for any statutory fees incurred during the pendency of these Chapter 11 Cases.

2.2 Professional Fee Claims

(a) ***Final Fee Applications and Payment of Professional Fee Claims.***

All final requests for payment of Professional Fee Claims, including the Professional Fee Claims incurred during the period from the Petition Date through and including the Effective Date, shall be Filed and served on the Debtors or, from and after the Effective Date, the Reorganized Debtors no later than forty-five days after the Effective Date. Each such final request shall be

subject to approval by the Bankruptcy Court after notice and a hearing in accordance with the procedures established by the Bankruptcy Code, the Bankruptcy Rules and prior orders of the Bankruptcy Court in the Chapter 11 Cases, and once approved by the Bankruptcy Court, such Allowed Professional Fee Claims shall be promptly paid in Cash up to their full Allowed amount to the Professionals by the Disbursing Agent for the Reorganized Debtors from the Professional Fee Escrow Account as soon as reasonably practicable after such Professional Fee Claims are Allowed.

If the Professional Fee Escrow Account is insufficient to pay the full Allowed amounts of Professional Fee Claims, the remaining unpaid Allowed Professional Fee Claims shall be promptly paid by the Reorganized Debtors, without any further notice to or action, order, or approval of the Bankruptcy Court. Obligations to pay Allowed Professional Fee Claims shall not be limited or deemed limited to funds held in the Professional Fee Escrow Account.

Objections to any Professional Fee Claim must be Filed and served on the Debtors or, from and after the Effective Date, the Reorganized Debtors and the requesting Professional no later than twenty-one days after such final request for payment of Professional Fee Claims is Filed with the Bankruptcy Court.

(b) ***Professional Fee Escrow Account.***

On the Effective Date, the Debtors shall establish and fund the Professional Fee Escrow Account with Cash equal to the "Professional Fee Reserve Amount" calculated in **Section 2.2(c)** of the Plan. The Professional Fee Escrow Account shall be maintained in trust solely for the Professionals, and no Liens, Claims or Equity Interests shall encumber the Professional Fee Escrow Account in any way. Such funds shall not be considered property of the Estates of the Debtors or of the Reorganized Debtors. After all Allowed Professional Fee Claims have been irrevocably paid in full, any remaining amount in the Professional Fee Escrow Account shall promptly be distributed to Reorganized BI without any further notice to or action, order or approval of the Bankruptcy Court.

(c) ***Professional Fee Reserve Amount.***

No later than two Business Days prior to the Effective Date, Professionals shall deliver their reasonable, good faith estimate of their unpaid Professional Fee Claims before and as of the Effective Date to the Debtors (with a copy to the Consenting Stakeholders) in writing via e-mail; *provided*, *however*, that such estimate shall not be deemed to limit the amount of the fees and expenses that are the subject of the Professional's final request for payment of Professional Fee Claims. If a Professional does not timely provide an estimate, the Debtors may estimate the unpaid and unbilled fees and expenses of such Professional.

(d) ***Post-Effective Date Fees and Expenses.***

Except as otherwise specifically provided for in the Plan, from and after the Effective Date, the Debtors or the Reorganized Debtors shall, in the ordinary course of business and without any further notice or application to or action, order or approval of the Bankruptcy Court, pay in Cash the reasonable, actual and documented legal, professional or other fees and expenses related to implementation of the Plan and Consummation incurred on or after the Effective Date by the

Professionals (including any fees related to the preparation of Professional fee applications). Upon the Effective Date, any requirement that Professionals comply with sections 327 through 331, 363, and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and the Debtors and the Reorganized Debtors may employ and pay any Professional for fees and expenses incurred after the Effective Date in the ordinary course of business without any further notice to or action, order or approval of the Bankruptcy Court.

2.3 Priority Tax Claims

Each Holder of an Allowed Priority Tax Claim due and payable on or before the Effective Date shall receive in full and final satisfaction, settlement, release and discharge of and in exchange for such Holder's Allowed Priority Tax Claim: (a) the treatment provided by section 1129(a)(9)(C) of the Bankruptcy Code; (b) a Cash payment on, or as soon as reasonably practicable after, the later of the Effective Date or the date on which such Priority Tax Claim becomes an Allowed Priority Tax Claim, equal to the amount of such Allowed Priority Tax Claim; or (c) such other less favorable treatment as may be agreed upon between the Holder of such Allowed Priority Tax Claim and the Debtors. If payment is made in accordance with section 1129(a)(9)(C) of the Bankruptcy Code, installment payments shall be made quarterly and interest shall accrue in accordance with 26 U.S.C. § 6621.

2.4 Restructuring Expenses

The Restructuring Expenses payable by the Debtors shall constitute Allowed Administrative Expense Claims and shall be paid in full in Cash pursuant to (and subject to) the Restructuring Support Agreement without the need to file a proof of such Claims and without further order of the Bankruptcy Court. On the Effective Date, the Debtors or Reorganized Debtors, as applicable, shall pay the Restructuring Expenses that have accrued and are unpaid as of the Effective Date, as set forth in the Restructuring Support Agreement.

In addition, the Debtors and the Reorganized Debtors (as applicable) shall continue to pay pre- and post-Effective Date, when due and payable in the ordinary course, Restructuring Expenses necessary to implement and consummate the Plan whether incurred before, on or after the Effective Date.

2.5 DIP Claims

On the Effective Date, or as soon as reasonably practicable thereafter, each Holder of an Allowed DIP Claim shall receive its Pro Rata Share of the Braskem DIP Claims Equity Allocation in full and final satisfaction, settlement, discharge and release of its Allowed DIP Claims; *provided*, *however*, that the Braskem Fees and Expenses shall be paid in full in Cash in accordance with **Section 2.4** of the Plan. For the avoidance of doubt, the accrual of interest, fees, premiums or other amounts in respect of the DIP Claims will not increase the total amount of fully diluted equity received by Braskem in connection with the Plan.

2.6 U.S. Trustee Fees

On the Effective Date, or as soon as reasonably practicable thereafter, the Reorganized Debtors shall pay all U.S. Trustee Fees that are due and payable on the Effective Date. Following

the Effective Date, the Reorganized Debtors shall (a) pay the U.S. Trustee Fees as such fees are assessed and come due for each open Chapter 11 Case for each quarter (including any fraction thereof) and (b) file quarterly reports in a form reasonably acceptable to the United States Trustee. Each Debtor shall remain obligated to pay U.S. Trustee Fees to the United States Trustee and to file quarterly reports until the earliest of that particular Debtor's case being closed, dismissed, or converted to a case under chapter 7 of the Bankruptcy Code.

ARTICLE III
CLASSIFICATION, TREATMENT AND VOTING OF CLAIMS AND EQUITY INTERESTS

The Plan constitutes a separate Plan proposed by each Debtor. Except for the Claims addressed in **Article II** of the Plan, all Claims and Equity Interests are classified in the Classes set forth below in accordance with section 1122 of the Bankruptcy Code. A Claim or Equity Interest is classified in a particular Class only to the extent that the Claim or Equity Interest qualifies within the description of that Class. Each Claim or Equity Interest is classified in only one Class and no Claim or Equity Interest is classified in multiple Classes. To the extent that a portion of a Claim or Equity Interest qualifies in one Class and a separate portion of such Claim or Equity Interest qualifies in another Class, each such portion is a separate Claim or Equity Interest that is separately classified in its respective qualifying Class. A Claim or Equity Interest is also classified in a particular Class for the purpose of receiving distributions pursuant to the Plan only to the extent that such Claim or Equity Interest is an Allowed Claim or Equity Interest in that Class and has not been paid, released or otherwise satisfied prior to the Effective Date.

3.1 Classification and Treatment of Classes of Claims and Equity Interests

The following chart designates the Class of Claims against and Equity Interests in each of the Debtors and specifies which of those Classes are (a) Impaired or Unimpaired by the Plan, (b) entitled to vote to accept or reject the Plan in accordance with section 1126 of the Bankruptcy Code and (c) conclusively presumed to accept or deemed to reject the Plan (as applicable). One or more of the Debtors may not have Holders of Claims or Equity Interests in a particular Class or Classes, and such Classes shall be treated as set forth in **Section 3.4** of the Plan.

Class	Claim	Status	Voting
1	Other Secured Claims	Unimpaired	Presumed to Accept
2	Other Priority Claims	Unimpaired	Presumed to Accept
3	Senior Secured Notes Claims	Impaired	Entitled to Vote
4	Senior Secured Term Loan Claims	Impaired	Entitled to Vote
5	Secured PE Facility Claims	Impaired	Entitled to Vote
6	Subordinated Loans Claims	Impaired	Entitled to Vote
7	Braskem Commercial Claims	Impaired	Entitled to Vote
8	General Unsecured Claims	Unimpaired	Presumed to Accept

Class	Claim	Status	Voting
9	Intercompany Claims	Impaired/Unimpaired	Presumed to Accept or Deemed to Reject
10	Intercompany Interests	Impaired/Unimpaired	Presumed to Accept or Deemed to Reject
11	Existing Equity Interests	Impaired	Entitled to Vote

Except to the extent lesser treatment is agreed to in writing (email being sufficient) by the Reorganized Debtors and the Holder of such Allowed Claim or Allowed Equity Interest, as applicable, each Holder of an Allowed Claim or Allowed Equity Interest, as applicable, shall receive under the Plan the treatment described below in full and final satisfaction, settlement, release and discharge of and in exchange for such Holder's Allowed Claim or Allowed Equity Interest.

(a) **Class 1: Other Secured Claims**

i. **Classification**: Class 1 consists of the Allowed Other Secured Claims against the applicable Debtor.

ii. **Treatment:** Except to the extent that a Holder of an Allowed Other Secured Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release and discharge of, and in exchange for, each Allowed Other Secured Claim, on the Effective Date, or as soon as reasonably practicable thereafter, each Holder of an Allowed Other Secured Claim shall receive, at the option of the Debtors and with the reasonable consent of Braskem S.A. and the Required Consenting Creditors, either: (1) payment in full in cash of its Allowed Other Secured Claim; (2) the collateral securing its Allowed Other Secured Claim and payment of any interest required under section 506(b) of the Bankruptcy Code; (3) Reinstatement of its Allowed Other Secured Claim; or (4) such other treatment rendering its Allowed Other Secured Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code.

iii. **Impairment and Voting:** Class 1 is Unimpaired. Each Holder of an Allowed Other Secured Claim is conclusively presumed to have accepted the Plan under section 1126(f) of the Bankruptcy Code and, therefore, is not entitled to vote to accept or reject the Plan.

(b) **Class 2: Other Priority Claims**

i. **Classification**: Class 2 consists of the Allowed Other Priority Claims against the applicable Debtor.

ii. **Treatment:** Except to the extent that a Holder of an Allowed Other Priority Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release and discharge of each Allowed Other Priority Claim,

each Holder of an Allowed Other Priority Claim shall receive treatment in a manner consistent with section 1129(a) of the Bankruptcy Code.

iii. **Impairment and Voting:** Class 2 is Unimpaired. Each Holder of an Allowed Other Priority Claim is conclusively presumed to have accepted the Plan under section 1126(f) of the Bankruptcy Code and, therefore, is not entitled to vote to accept or reject the Plan.

(c) **Class 3: Senior Secured Notes Claims**

i. **Classification**: Class 3 consists of the Allowed Senior Secured Notes Claims against the applicable Debtor.

ii. **Allowance**: The Senior Secured Notes Claims shall be deemed Allowed as of the Effective Date in an aggregate amount due and owing under the Senior Secured Notes Indentures, which Claim amounts shall include unpaid interest to the extent accrued as of the Effective Date.

iii. **Treatment:** Except to the extent that a Holder of an Allowed Senior Secured Notes Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release and discharge of, and in exchange for, each Allowed Senior Secured Notes Claim, on the Effective Date, or as soon as reasonably practicable thereafter, each Holder of an Allowed Senior Secured Notes Claim shall receive its Pro Rata Share of:

1. the Senior Secured Notes Exit Notes Allocation; and

2. the Equity SPV Notes; *provided*, *however*, that, as set forth in the Restructuring Support Agreement, Inbursa has agreed to receive, in lieu of its Pro Rata Share of the Equity SPV Notes, the Inbursa Equitization.

iv. **Impairment and Voting:** Class 3 is Impaired. Holders of Allowed Senior Secured Notes Claims are entitled to vote to accept or reject the Plan.

(d) **Class 4: Senior Secured Term Loan Claims**

i. **Classification**: Class 4 consists of the Allowed Senior Secured Term Loan Claims against the applicable Debtor.

ii. **Allowance**: The Senior Secured Term Loan Claims shall be deemed Allowed as of the Effective Date in an aggregate amount due and owing under the Senior Secured Term Loan Credit Agreement, which Claim amounts shall include unpaid interest to the extent accrued as of the Effective Date.

iii. **Treatment:** Except to the extent that a Holder of an Allowed Senior Secured Term Loan Claim agrees to a less favorable treatment, in full and

final satisfaction, settlement, release and discharge of each Senior Secured Term Loan Claim, on the Effective Date, or as soon as reasonably practicable thereafter, each Holder of an Allowed Senior Secured Term Loan Claim shall receive its Pro Rata Share of the Senior Secured Term Loan Exit Notes Allocation.

iv. **Impairment and Voting:** Class 4 is Impaired. Holders of Allowed Senior Secured Term Loan Claims are entitled to vote to accept or reject the Plan.

(e) **Class 5: Secured PE Facility Claims**

i. **Classification**: Class 5 consists of all Allowed Secured PE Facility Claims against the applicable Debtor.

ii. **Treatment:** Except to the extent that a Holder of an Allowed Secured PE Facility Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release and discharge of, and in exchange for each Allowed Secured PE Facility Claim, on the Effective Date, or as soon as reasonably practicable thereafter, each Holder of an Allowed Secured PE Facility Claim against the Debtors shall receive satisfaction or payment in accordance with the Braskem Commercial Claims Schedule, subject in all respects to **Section 3.8** hereof.

iii. **Impairment and Voting:** Class 5 is Impaired. Holders of Allowed Secured PE Facility Claims are entitled to vote to accept or reject the Plan.

(f) **Class 6: Subordinated Loans Claims**

i. **Classification**: Class 6 consists of the Allowed Subordinated Loans Claims against the applicable Debtor.

ii. **Treatment:** Except to the extent that a Holder of an Allowed Subordinated Loans Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release and discharge of, and in exchange for, each Allowed Subordinated Loans Claim, on the Effective Date, or as soon as reasonably practicable thereafter, each Subordinated Loan shall be amended and restated to provide that the term of such Subordinated Loan shall be extended beyond the term of the Exit Notes to an extent satisfactory to Braskem S.A. and the Required Consenting Creditors and shall be subordinated to the Exit Notes on terms satisfactory to Braskem S.A. and the Required Consenting Creditors and all interests in respect of such Subordinated Loans shall be payable in-kind.

iii. **Impairment and Voting:** Class 6 is Impaired. Holders of Allowed Subordinated Loans Claims are entitled to vote to accept or reject the Plan.

(g) **Class 7: Braskem Commercial Claims**

i. **Classification**: Class 7 consists of all Allowed Braskem Commercial Claims against the applicable Debtor.

ii. **Treatment:** Except to the extent that a Holder of an Allowed Braskem Commercial Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release and discharge of, and in exchange for, each Allowed Braskem Commercial Claim, on the Effective Date, or as soon as reasonably practicable thereafter, each Holder of an Allowed Braskem Commercial Claim against the Debtors shall receive satisfaction or payment in accordance with the Braskem Commercial Claims Schedule, subject in all respects to **Section 3.8** of the Plan.

iii. **Impairment and Voting:** Class 7 is Impaired. Holders of Allowed Braskem Commercial Claims are entitled to vote to accept or reject the Plan.

(h) **Class 8: General Unsecured Claims**

i. **Classification**: Class 8 consists of all Allowed General Unsecured Claims against the applicable Debtor.

ii. **Treatment:** Except to the extent that a Holder of an Allowed General Unsecured Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge and in exchange for each allowed General Unsecured Claim, each Allowed General Unsecured Claim shall be Reinstated and each Holder of an Allowed General Unsecured Claim against the Debtors shall receive (i) payment in full in cash in accordance with applicable law and the terms and conditions of the particular transaction giving rise to, or the agreement that governs, such Allowed General Unsecured Claim on the later of (x) the date due in the ordinary course of business or (y) the Effective Date; or (ii) such other treatment so as to render such Allowed General Unsecured Claim unimpaired pursuant to section 1124 of the Bankruptcy Code; *provided*, however, that no Holder of an Allowed General Unsecured Claim shall receive any distribution on account of any Allowed General Unsecured Claim that is satisfied prior to the Effective Date pursuant to a Final Order of the Bankruptcy Court.

iii. **Impairment and Voting:** Class 8 is Unimpaired. Each Holder of an Allowed General Unsecured Claim is conclusively presumed to have accepted the Plan under section 1126(f) of the Bankruptcy Code and, therefore, is not entitled to vote to accept or reject the Plan.

(i) **Class 9: Intercompany Claims**

i. **Classification**: Class 9 consists of all Allowed Intercompany Claims against the applicable Debtor.

ii. **Treatment:** On the Effective Date, or as soon as reasonably practicable thereafter, all Allowed Intercompany Claims shall either be, in the discretion of the Reorganized Debtors but subject to the consent of Braskem S.A. and the Required Consenting Creditors (such consent not to be unreasonably withheld, conditioned or delayed), (x) cancelled, released, extinguished and otherwise eliminated, and Holders of such Intercompany Claims shall not receive any distributions or retain any interest in property on account of such Intercompany Claims, or (y) Reinstated.

iii. **Impairment and Voting:** Holders of Class 9 Intercompany Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code or deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

(j) **Class 10: Intercompany Interests**

i. **Classification**: Class 10 consists of all Allowed Intercompany Interests in the applicable Debtor.

ii. **Treatment:** On the Effective Date, or as soon as reasonably practicable thereafter, all Allowed Intercompany Interests shall either be, in the discretion of the Reorganized Debtors but subject to the consent of Braskem S.A. and the Required Consenting Creditors (such consent not to be unreasonably withheld, conditioned or delayed), (x) cancelled, released, extinguished and otherwise eliminated, and Holders of such Intercompany Interests shall not receive any distributions or retain any interest in property on account of such Intercompany Interests, or (y) Reinstated.

iii. **Impairment and Voting:** Holders of Class 10 Intercompany Interests are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code or deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

(k) **Class 11: Existing Equity Interests**

i. **Classification**: Class 11 consists of all Existing Equity Interests.

ii. **Treatment:** On the Effective Date, all Existing Equity Interests shall be canceled, and each Holder of an Allowed Existing Equity Interest shall receive its Pro Rata Share of the Existing Shareholder Equity Allocation in the form of Reorganized Class B Shares.

iii. **Impairment and Voting:** Class 11 is Impaired. Holders of Allowed Existing Equity Interests are entitled to vote to accept or reject the Plan.

3.2 Special Provision Regarding Unimpaired or Reinstated Claims

Nothing under the Plan shall affect or be deemed to be a waiver or relinquishment of the Debtors' or the Reorganized Debtors' (as applicable) claims, Causes of Action, rights or defenses in respect of any Unimpaired Claims or Reinstated Claims, including all rights in respect of legal and equitable defenses to or setoffs or recoupment against any such Unimpaired Claims or Reinstated Claims. The Reorganized Debtors shall have, retain, reserve, and be entitled to assert all such claims, Causes of Action, rights of setoff or recoupment, and other legal or equitable defenses as fully as if the Chapter 11 Cases had not been commenced, and all of the Debtors' legal and equitable rights in respect of any Unimpaired Claim or Reinstated Claim may be asserted after the Confirmation Date and Effective Date to the same extent as if the Chapter 11 Cases had not been commenced.

3.3 Confirmation Pursuant to Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of the Plan by one or more of the Classes entitled to vote pursuant to **Article III** of the Plan. The Debtors reserve the right to modify the Plan in accordance with **Article X** of the Plan, and subject to the consent rights provided for in the Restructuring Support Agreement, to the extent, if any, that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification, including by modifying the treatment applicable to a Class of Claims or Equity Interests to render such Class of Claims or Equity Interests Unimpaired to the extent permitted by the Bankruptcy Code and the Bankruptcy Rules.

3.4 Elimination of Vacant Classes

Any Class of Claims that does not contain an Allowed Claim or a Claim temporarily Allowed by the Bankruptcy Court for voting purposes as of the date of the Combined Hearing shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

3.5 Voting Classes; Presumed Acceptance by Non-Voting Classes

If a Class contains Claims eligible to vote and no Holder of Claims eligible to vote in such Class votes to accept or reject the Plan, the Plan shall be presumed accepted by such Class.

3.6 Controversy Concerning Impairment

If a controversy arises as to whether any Claims or Equity Interests, or any Class of Claims or Equity Interests, are Impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

3.7 Intercompany Interests

To the extent Reinstated under the Plan, distributions (if any) on account of Intercompany Interests are not being recovered by Holders of such Intercompany Interests on account of their

Intercompany Interests but for the purposes of administrative convenience and due to the importance of maintaining the corporate structure, for the ultimate benefit of the Holders of the Reorganized Equity and in exchange for the Debtors' or the Reorganized Debtors' agreement under the Plan to make certain distributions to Holders of Allowed Claims.

3.8 Braskem Commercial Claims

Notwithstanding anything herein to the contrary, payment or satisfaction of all Allowed Secured PE Facility Claims and Allowed Braskem Commercial Claims shall not exceed $50 million on an aggregate annual basis without the prior written consent of the Specified Directors; *provided*, *however*, that such annual cap (i) shall not apply to ordinary course operational payments that create dollar-for-dollar availability under the Debtors' current extended payment terms under the Braskem Ethane Supply & Freight Agreement consistent with past pattern and practice, (ii) shall apply to (x) any satisfaction in cash or in-kind by the Debtors of the Allowed Secured PE Facility Claims and/or other prepayments where the ultimate recipient of such payment or in-kind delivery is Braskem, and (y) any payment under the Braskem Ethane Supply & Freight Agreement that reduces the Braskem imposed maximum then-outstanding credit limit under the Braskem Ethane Supply & Freight Agreement (provided that the credit limit as of the Effective Date shall be not less than $120 million).

3.9 Subordinated Claims

Except as may be the result of the settlement described in **Article VIII** of the Plan, the allowance, classification, and treatment of all Claims and Equity Interests and the respective distributions and treatments under the Plan take into account and conform to the relative priority and rights of the Claims and Equity Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510(b) of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, the Debtors or Reorganized Debtors (as applicable) reserve the right to reclassify any Claim or Equity Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

ARTICLE IV
MEANS FOR IMPLEMENTATION OF THE PLAN

4.1 General Settlement of Claims and Equity Interests

Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, the Plan incorporates a global, integrated compromise and settlement designed to achieve a beneficial and efficient resolution of the Chapter 11 Cases for all stakeholders and parties in interest. Accordingly, in consideration for the classification, distributions, releases, and other benefits provided under the Plan, upon the Effective Date, the provisions of the Plan shall constitute a good-faith compromise and settlement of all Claims, Equity Interests and controversies released, settled, compromised, discharged or otherwise resolved pursuant to the Plan, including relating to the contractual, legal and subordination rights that a Holder of a Claim or Equity Interest may have with respect to any Allowed Claim or Allowed Equity Interest, or any distribution to be made on account of such Allowed Claim or Allowed Equity Interest. The entry of the Confirmation Order

shall constitute the Bankruptcy Court's approval of all such compromises and/or settlements under section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, as well as a finding by the Bankruptcy Court that such compromises and/or settlements are in the best interest of the Debtors, their Estates and Holders of Claims and Equity Interests and are fair, equitable and reasonable.

4.2 Sources of Consideration for Distributions

The Debtors and the Reorganized Debtors, as applicable, shall fund distributions under the Plan with: (i) Cash on hand, including Cash from operations or asset dispositions, (ii) the Braskem Effective Date Funding, and (iii) the Exit Securities. Each distribution and issuance referred to in the Plan shall be governed by the terms and conditions set forth in the Plan applicable to such distribution or issuance and by the terms and conditions of the instruments or other documents evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Person receiving such distribution or issuance.

The Debtors and the Reorganized Debtors will be entitled to transfer funds between and among themselves as they determine to be necessary or appropriate to enable the Debtors or the Reorganized Debtors to consummate the Plan. Any changes in intercompany account balances resulting from such transfers will be accounted for and settled in accordance with the Debtors' historical intercompany account settlement practices and will not violate the terms of the Plan.

4.3 Braskem Effective Date Funding

On the Effective Date, the Debtors or Reorganized BI shall issue the Braskem Effective Date Funding Equity Allocation in the form of Reorganized Class B Shares to Braskem S.A. (or its Affiliate designee), in exchange for its new money equity contribution of the Braskem Effective Date Funding Amount to Reorganized BI, in all respects subject to and in accordance with the terms and conditions of the Plan, the Organizational Documents, the Exit Securities Documents, the Shareholders' Agreement and the other Restructuring Documents.

Upon the Confirmation Date, the Debtors shall be authorized to take any and all actions necessary to consummate Braskem S.A.'s (or its Affiliate designee's) payment of the Braskem Effective Date Funding Amount and Reorganized BI's issuance or distribution of the Braskem Effective Date Funding Equity Allocation, without the need for any further order of the Bankruptcy Court, and without any further action by Holders of Claims or Equity Interests.

4.4 Equity SPV and Equity SPV Notes

On the Effective Date, in accordance with the terms of the Plan and the Restructuring Documents, (a) the Equity SPV shall be established pursuant to the Equity SPV Documents and (b) Reorganized BI shall issue the Senior Secured Notes Equity Allocation allocable to each Holder of an Allowed Senior Secured Notes Claim (other than Inbursa) to the Equity SPV in the form of Reorganized Class A Shares.

The Equity SPV shall be appointed as a Disbursing Agent to issue to each Holder of an Allowed Senior Secured Notes Claim (other than Inbursa) its Pro Rata Share of the Equity SPV Notes in accordance with the terms of the Plan and the Equity SPV Documents. The Equity SPV shall be governed in accordance with the applicable Equity SPV Documents. The distribution of

the Equity SPV Notes shall be in accordance with the terms of the Plan and shall occur on the Effective Date and in accordance with the Equity SPV Implementation Steps.

The Equity SPV Notes shall be secured by Liens on the terms set forth in the Equity SPV Documents. Reorganized BI shall pay applicable fees in connection with the Equity SPV Notes as provided in the Equity SPV Documents.

Except as otherwise provided for in the Plan, on the Effective Date, the Reorganized Debtors shall be authorized to execute, deliver and enter into the Equity SPV Documents, without further (i) notice to or order of the Bankruptcy Court, (ii) vote, consent, authorization or approval of any Person or Entity or (iii) action by any Holder of Claims or Equity Interests.

The Equity SPV Documents shall constitute legal, valid, binding and authorized obligations of the Reorganized Debtors, enforceable in accordance with their respective terms, and such obligations shall not be enjoined or subject to discharge, impairment, release, avoidance, recharacterization or subordination (including equitable subordination) for any purpose whatsoever under applicable law, the Plan or the Confirmation Order and shall not constitute preferential transfers, fraudulent conveyances or other voidable transfers under the Bankruptcy Code or any applicable non-bankruptcy law. The financial accommodations to be extended pursuant to the Equity SPV Documents shall be deemed reasonable and having been extended in good faith and for legitimate business purposes.

On the Effective Date, to the fullest extent permitted by applicable law, all of the Liens to be granted or continued in accordance with the Equity SPV Documents shall (i) be deemed to be approved; (ii) be legal, binding and enforceable Liens on the property and assets granted under the Equity SPV Documents in accordance with the terms thereof; (iii) be deemed perfected on the Effective Date or, if necessary, after the fulfillment of any legal formality required by law, including Mexican law, and have the priorities as set forth in the Equity SPV Documents, subject only to such Liens as may be permitted under such documents; and (iv) not be subject to avoidance, recharacterization or subordination (including equitable subordination) for any purpose whatsoever and shall not constitute preferential transfers, fraudulent conveyances or other voidable transfers under the Bankruptcy Code or any applicable non-bankruptcy law.

The Reorganized Debtors and the other persons granting or granted any Liens and security interests to secure the obligations under the applicable Equity SPV Documents (and their designees, trustees and agents) are hereby authorized to make all filings and recordings and to obtain all governmental approvals and consents to create (or continue) and perfect such Liens under the provisions of the applicable state, provincial, federal or other law (whether domestic or foreign) that would be applicable in the absence of the Plan and the Confirmation Order (it being understood that creation (or continuation) and perfection of the Liens granted under the Equity SPV Documents shall occur automatically (to the fullest extent permitted by applicable law) upon the Effective Date by virtue of the entry of the Confirmation Order or, if necessary, after the fulfillment of any legal formality required by law, including Mexican law, and any such filings, recordings, approvals and consents shall not be necessary or required), and the Reorganized Debtors and the secured parties (and their designees and agents) under such Equity SPV Documents shall nevertheless cooperate to make all filings and recordings that otherwise would be necessary under applicable law to give effect to such creation (or continuation) and perfection

and to give notice of such Liens to third parties, in each case to the extent required under the Equity SPV Documents.

4.5 Exit Notes

On the Effective Date, the Reorganized Debtors are authorized to enter into the Exit Notes Documents and Reorganized BI shall issue the Exit Notes in accordance with the Exit Notes Documents. The Exit Notes shall be secured by Liens on the terms set forth in the Exit Notes Documents. Reorganized BI shall pay applicable fees in connection with the Exit Notes as provided in the Exit Notes Documents.

Except as otherwise provided for in the Plan, on the Effective Date, the Reorganized Debtors shall be authorized to execute, deliver and enter into the Exit Notes Documents, without further (i) notice to or order of the Bankruptcy Court, (ii) vote, consent, authorization or approval of any Person or Entity or (iii) action by any Holder of Claims or Equity Interests.

The Exit Notes Documents shall constitute legal, valid, binding and authorized obligations of the Reorganized Debtors, enforceable in accordance with their respective terms, and such obligations shall not be enjoined or subject to discharge, impairment, release, avoidance, recharacterization or subordination (including equitable subordination) for any purpose whatsoever under applicable law, the Plan or the Confirmation Order and shall not constitute preferential transfers, fraudulent conveyances or other voidable transfers under the Bankruptcy Code or any applicable non-bankruptcy law. The financial accommodations to be extended pursuant to the Exit Notes Documents shall be deemed reasonable and having been extended in good faith and for legitimate business purposes.

On the Effective Date, to the fullest extent permitted by applicable law, all of the Liens to be granted or continued in accordance with the Exit Notes Documents shall (i) be deemed to be approved; (ii) be legal, binding and enforceable Liens on the property and assets granted under the Exit Notes Documents in accordance with the terms thereof; (iii) be deemed perfected on the Effective Date or, if necessary, after the fulfillment of any legal formality required by law, including Mexican law, and have the priorities as set forth in the Exit Notes Documents, subject only to such Liens as may be permitted under such documents; and (iv) not be subject to avoidance, recharacterization or subordination (including equitable subordination) for any purpose whatsoever and shall not constitute preferential transfers, fraudulent conveyances or other voidable transfers under the Bankruptcy Code or any applicable non-bankruptcy law.

The Reorganized Debtors and the other persons granting or granted any Liens and security interests to secure the obligations under the applicable Exit Notes Documents (and their designees, trustees and agents) are hereby authorized to make all filings and recordings and to obtain all governmental approvals and consents to create (or continue) and perfect such Liens under the provisions of the applicable state, provincial, federal or other law (whether domestic or foreign) that would be applicable in the absence of the Plan and the Confirmation Order (it being understood that creation (or continuation) upon the Effective Date and perfection of the Liens granted under the Exit Notes Documents shall occur automatically (to the fullest extent permitted by applicable law) by virtue of the entry of the Confirmation Order or, if necessary, after the fulfillment of any legal formality required by law, including Mexican law, and any such filings, recordings, approvals

and consents shall not be necessary or required), and the Reorganized Debtors and the secured parties (and their designees and agents) under such Exit Notes Documents shall nevertheless cooperate to make all filings and recordings that otherwise would be necessary under applicable law to give effect to such creation (or continuation) and perfection and to give notice of such Liens to third parties, in each case to the extent required under the Exit Notes Documents.

4.6 Issuance of the Exit Securities; Exemption from Registration; Substitute Consideration for Non-Qualified Holders

On the Effective Date, the Reorganized Debtors are authorized and directed to issue, execute, deliver or otherwise bring into effect, as the case may be, the Exit Securities (the Reorganized Equity, the Equity SPV Notes and the Exit Notes) and the Exit Securities Documents to or for the benefit of the Exit Notes Trustee, the Equity SPV, the Holders of Senior Secured Claims, the Holders of Existing Equity Interests, Braskem S.A. and Inbursa, and take any other necessary actions in connection with the foregoing, in each case without need for further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order or rule or the vote, consent, authorization or approval of any Entity.

The offering of any Exit Notes and Equity SPV Notes shall be exempt from the registration requirements of the Securities Act in reliance upon section 4(a)(2) of the Securities Act, and/or Regulation D promulgated thereunder, and/or Regulation S promulgated thereunder.

The offer, issuance and distribution of the Reorganized Equity pursuant to the Plan, including pursuant to the Restructuring Transactions shall be exempt, pursuant to section 1145 of the Bankruptcy Code, without further act or actions by any Person, from registration under the Securities Act, and all rules and regulations promulgated thereunder, any state or local law requiring registration for the offer, issuance, or distribution of such Reorganized Equity, and any other applicable securities laws, to the fullest extent permitted by section 1145 of the Bankruptcy Code, and to the extent section 1145 is not available, any other available exemption. Such Reorganized Equity issued pursuant to section 1145(a) of the Bankruptcy Code may be resold without registration under the Securities Act or other federal securities laws pursuant to the exemption provided by section 4(a)(1) of the Securities Act, subject to (i) the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an "underwriter" in section 2(a)(11) of the Securities Act; (ii) the holder (a) not being an "affiliate" of the Reorganized Debtors as defined in Rule 144(a)(1) under the Securities Act, (b) not having been such an "affiliate" within three (3) months of such transfer and/or (c) not having acquired such securities from an "affiliate" within one year of such transfer (other than, with respect to clause (ii), such resales as may be permitted by and subject to the conditions of Rule 144 of the Securities Act); (iii) compliance with any rules and regulations of the Securities and Exchange Commission, if any, applicable at the time of any future transfer of such securities or instruments; (iv) compliance with applicable Mexican securities laws and other applicable securities laws; (v) the transfer provisions, if any, and other applicable provisions contained in the Shareholders' Agreement; and (vi) any applicable regulatory approval. In addition, such section 1145 exempt Exit Securities generally may be resold without registration under state securities laws pursuant to various exemptions provided by the respective laws of the several states. Transfers of such Reorganized Equity will also be subject to the transfer restrictions, if any, and other applicable provisions set forth in the Shareholders' Agreement.

Only Qualified Holders (as defined in **Section 5.5** of the Plan) shall be entitled to receive Equity SPV Notes and Exit Notes. The offer, issuance and distribution of the Exit Notes and Equity SPV Notes pursuant to the Plan, including pursuant to the Restructuring Transactions, shall be exempt from registration under Section 5 of the Securities Act pursuant to Section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder and/or Regulation S promulgated thereunder and similar "Blue Sky" laws, as applicable, and any indentures governing such notes shall be exempt from qualification under the Trust Indenture Act of 1939 pursuant to Section 304(b) thereof. In addition, the Equity SPV is a bankruptcy-remote special purpose vehicle, which, absent an available exemption, would be considered an investment company under the Investment Company Act. The Equity SPV will not be required to register as an investment company in reliance on the exemption under Section 3(c)(7) of the Investment Company Act, which provides an exemption for issuers (a) whose outstanding securities are beneficially owned only by persons who are either (x) "qualified purchasers" (as defined in Section 2(a)(51) of the Investment Company Act) or (y) non-U.S. persons (as defined under Regulation S under the Securities Act and the rules thereunder) ("Qualified Purchasers") and (b) which do not make a public offering of their securities.

The Equity SPV Notes and Exit Notes will be considered "restricted securities" and may not be transferred except pursuant to an effective registration statement or under an available exemption from the registration requirements of the Securities Act, such as, under certain conditions, the resale provisions of Rule 144 of the Securities Act and Rule 144A of the Securities Act. Specifically with respect to the Equity SPV Notes, each holder of Equity SPV Notes that is a U.S. Person may transfer such Equity SPV Notes only to a person who represents and warrants or is deemed to represent and warrant that it is either: (a) a Qualified Purchaser that is also a "Qualified Institutional Buyer" as such term is defined in Rule 144A under the Securities Act ("Qualified Institutional Buyer") or (b) a non-U.S. person (as defined in Regulation S under the Securities Act). The Equity SPV has the right to refuse to honor a transfer of the Equity SPV Notes by a U.S. Person to any U.S. Person that is not both a Qualified Purchaser and a Qualified Institutional Buyer. Any transfer in violation of the foregoing will be of no force and effect, will be void ab initio and will not operate to transfer any rights to the transferee, notwithstanding any instructions to the contrary to the Reorganized Debtors, the Equity SPV, the Exit Notes Trustee or any intermediary.

With respect to any Equity SPV Notes or Exit Notes that would otherwise be issuable to any Non-Qualified Holders, the Debtors may establish procedures, which shall be acceptable to Braskem and the Required Consenting Creditors, to monetize such Equity SPV Notes or Exit Notes and distribute the proceeds thereof to Non-Qualified Holders in lieu of the Equity SPV Notes or Exit Notes. The consideration to be received by Non-Qualified Holders is referred to as the "**Substitute Consideration**." In the event that the sale of such Equity SPV Notes or Exit Notes is unable to be consummated and the proceeds of such sale are zero, the amount that Non-Qualified Holders shall receive as Substitute Consideration shall also be zero, and such Equity SPV Notes or Exit Notes may be cancelled for no consideration. The Reorganized Debtors shall not have any liability for any loss or alleged loss arising from such sale or a failure to procure any purchaser for any such Equity SPV Notes or Exit Notes.

All documents, agreements and instruments entered into and delivered on or as of the Effective Date contemplated by or in furtherance of the Plan, including the Exit Securities

Documents and any other agreement or document related thereto or entered into in connection therewith, shall become effective and binding in accordance with their respective terms and conditions upon the parties thereto, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order or rule or the vote, consent, authorization or approval of any Entity (other than as expressly required by such applicable agreement).

To the extent the Reorganized Debtors elect (and as provided in the Restructuring Term Sheet), on or after the Effective Date, to reflect all or any portion of the ownership of the Exit Securities through the facilities of DTC, the Reorganized Debtors and any other Entity shall not be required to provide any further evidence other than the Plan or the Confirmation Order with respect to the treatment of such applicable portion of the Exit Securities, and such Plan or Confirmation Order shall be deemed to be legal and binding obligations of the Reorganized Debtors, as applicable, in all respects.

DTC shall be required to accept and conclusively rely upon the Plan and the Confirmation Order in lieu of a legal opinion regarding whether the Exit Securities are exempt from registration pursuant to applicable securities laws and/or eligible for DTC book-entry delivery, settlement, and depository services.

Notwithstanding anything to the contrary in the Plan, no entity (including, for the avoidance of doubt, DTC) may require a legal opinion regarding the validity of any transaction contemplated by the Plan, including, for the avoidance of doubt, whether the Exit Securities are exempt from registration.

4.7 Execution of Mexican Law Trust and Pledge Agreements

Prior to, or concurrently with, the Effective Date, the Exit Notes Trustee (or a collateral agent acting for the Exit Notes Trustee) and the Company will enter into such trust or pledge agreements or other documentation as is required under the Exit Notes Documents to create, on the Effective Date (or a date thereafter with the consent of the Reorganized Debtors, the Exit Notes Trustee, Braskem and the Required Consenting Creditors), the first-priority liens on all collateral encumbered to secure the Reorganized Debtors' obligations under the Exit Notes from and after the Effective Date. Any and all such documentation must be in form and substance acceptable to the Reorganized Debtors, Braskem and the Required Consenting Creditors.

4.8 Corporate Existence and Structural Simplification

Except as otherwise provided in or permitted by the Plan, but in all instances solely to the extent not inconsistent with the Restructuring Support Agreement, and, as applicable, the other Restructuring Documents, the Debtors shall continue to exist after the Effective Date as the Reorganized Debtors in accordance with the applicable laws of the respective jurisdictions in which they are incorporated or organized and pursuant to their respective organizational documents in effect prior to the Effective Date, except to the extent such documents are amended by the Plan or otherwise. On or after the Effective Date, to the extent not inconsistent with the Restructuring Support Agreement or the other Restructuring Documents, each Reorganized Debtor may take such action as permitted by applicable law and such Reorganized Debtor's

Organizational Documents, as such Reorganized Debtor may determine is reasonable and appropriate, including causing (i) a Reorganized Debtor to be dissolved, (ii) the legal name of a Reorganized Debtor to be changed or (iii) the closure of a Reorganized Debtor's Chapter 11 Case on the Effective Date or any time thereafter, and such action and documents shall require (and are deemed to require) no further notice to or action, order or approval of the Bankruptcy Court or any other court of competent jurisdiction (other than any requisite filings required under applicable law).

To the extent not inconsistent with the Restructuring Support Agreement or the other Restructuring Documents, at any time after the Confirmation Date, the Debtors or the Reorganized Debtors, as applicable, may take any action reasonably designed to simplify the corporate structure of the Debtors or the Reorganized Debtors, as applicable, without the need for (a) a further order of the Bankruptcy Court, (b) any other or further actions to be taken by or on behalf of the Debtors or the Reorganized Debtors, as applicable, or (c) any payments to be made in connection therewith. Such action may include causing any Debtor or any Reorganized Debtor, as applicable, to merge with and into any other Debtor or Reorganized Debtor, as applicable, or causing any Debtor or any Reorganized Debtor, as applicable, to liquidate or dissolve. Each of the Debtors or the Reorganized Debtors, as applicable, may, solely to the extent not inconsistent with the Restructuring Support Agreement or the other Restructuring Documents, execute and file documents, and take all other actions as each deems appropriate, relating to the allowance of and to effect the prompt corporate restructuring of the Debtors or the Reorganized Debtors, as applicable, as provided herein, without the payment of any fee, tax or charge and without the need for the filing of reports or certificates.

Moreover, on and after the first day following the date of any such action, the applicable Debtor(s) or Reorganized Debtor(s) (a) shall be deemed to have withdrawn business operations from any jurisdiction in which they were previously conducting, or are registered or licensed to conduct, their business operations, and shall not be required to file any document, pay any sum, or take any other action in order to effectuate such withdrawal and (b) shall not be liable in any manner to any taxing or other authority for franchise, business, license or similar taxes accruing on or after the date of any such action.

4.9 Vesting of Assets in the Reorganized Debtors

Except as otherwise set forth in the Plan, in the Plan Supplement or in the Confirmation Order, as of the Effective Date, or, with respect to any property subject to any Lien in favor of any Secured Claim, the date of the satisfaction of the Allowed portion of such Secured Claim in accordance with the Plan, all property of each of the Estates, including all Causes of Action (unless released pursuant to **Article VIII** of the Plan) shall vest and revest in the Reorganized Debtors free and clear of all Claims, Liens, encumbrances and Equity Interests. From and after the Effective Date, the Reorganized Debtors are authorized to operate their businesses and use, acquire and dispose of property and settle and compromise Claims, Equity Interests or Causes of Action without supervision by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, other than those restrictions expressly imposed by the Plan and the Confirmation Order consistent with the terms and conditions of the Plan and the other Restructuring Documents (as applicable). Without limiting the generality of the foregoing, the

Reorganized Debtors may, without application to or approval by the Bankruptcy Court, pay fees that it incurs after the Effective Date for professional fees and expenses.

The Plan shall be conclusively deemed to be adequate notice that Liens, Claims, charges and other encumbrances are being extinguished. Except as otherwise provided for in the Plan, any Person having a Lien, Claim, charge or other encumbrance against any of the property vested in accordance with the foregoing paragraph shall be conclusively deemed to have consented to the transfer, assignment and vesting of such property to or in the Reorganized Debtors free and clear of all Liens, Claims, charges or other encumbrances by failing to object to confirmation of the Plan.

4.10 Cancellation of Notes, Instruments, Certificates and Other Documents

On the Effective Date, except to the extent otherwise provided in the Restructuring Support Agreement, the Plan, or the other Restructuring Documents, other than any securities, instruments, certificates or other documents governing or evidencing obligations or interests that will remain Unimpaired under the Plan, all notes, instruments, certificates, agreements and other documents evidencing Claims or Equity Interests shall be cancelled, and any rights of any Holder in respect thereof shall be deemed cancelled and of no force or effect, and all prior, present and future obligations and liabilities, actions, suits, accounts or demands, covenants and indemnities (both actual and contingent) of the Debtors, or any other parties thereunder, or in any way related thereto, shall be deemed satisfied in full, released, cancelled, and of no force or effect. Holders of Claims or Equity Interests under such cancelled notes, instruments, certificates, agreements and other documents will have no rights as related to the Reorganized Debtors arising from or related to such notes, instruments, certificates, agreements and other documents, or the cancellation thereof, except the rights provided for or reserved pursuant to the Plan; *provided*, *however*, that, notwithstanding entry of the Confirmation Order or the occurrence of the Effective Date, such cancellation shall not affect (a) any such indenture or agreement that governs the rights of the Holder of a Claim, in effect solely for purposes of enabling Holders of Allowed Claims to receive distributions under the Plan as provided for herein and (b) any such notes or other documents entered into in connection with the incurrence of debt in the ordinary course after the Petition Date; *provided*, *further*, *however*, that the preceding proviso shall not affect the discharge of Claims or Equity Interests pursuant to the Bankruptcy Code, the Confirmation Order or the Plan or result in any expense or liability to the Reorganized Debtors, except to the extent set forth in or provided for under the Plan.

4.11 Effectuating Documents; Further Transactions

Except as otherwise set forth in the Plan or the other Restructuring Documents, each of the matters provided for by the Plan involving the corporate structure of the Debtors or corporate or related actions to be taken by or required of the Reorganized Debtors, whether taken prior to or as of the Effective Date, shall be authorized without the need for any approvals, authorizations or consents except for those expressly required pursuant to the Plan and the other Restructuring Documents (as applicable) or required under the Debtors' or Reorganized Debtors' applicable Organizational Documents or applicable foreign non-bankruptcy law, consistent with the terms and conditions of the Plan and the other Restructuring Documents (as applicable). Such actions may include (i) the appointment of any officers or directors of any Reorganized Debtor and (ii) the

authorization, issuance and distribution of Exit Securities and any other securities to be authorized, issued and distributed pursuant to the Plan.

On and after the Effective Date, the Reorganized Debtors, and the Governing Bodies thereof, are authorized to and may issue, execute, deliver, file or record such contracts, securities, instruments, releases and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement and further evidence the terms and conditions of the Plan and the Exit Securities issued pursuant to the Plan in the name of and on behalf of the Reorganized Debtors, without the need for any approvals, authorizations or consents except for those expressly required pursuant to the Plan and the other Restructuring Documents (as applicable) or required under the Debtors' or Reorganized Debtors' applicable Organizational Documents or applicable foreign non-bankruptcy law consistent with the terms and conditions of the Plan and the other Restructuring Documents (as applicable).

4.12 Restructuring Transactions

On, prior to, or after the Effective Date, the Debtors or the Reorganized Debtors, as applicable, may enter into any transaction (each, a "**Restructuring Transaction**") and take any actions as may be necessary or appropriate to effectuate the Plan and the Restructuring Support Agreement, including, without limitation, issuing the Exit Securities, undertaking the Equity SPV Implementation Steps and issuing the Equity SPV Notes, obtaining the Braskem Effective Date Funding and taking all other steps necessary to effectuate the Plan pursuant to any corporate governance obligation from any of the Debtors; *provided* that, for the avoidance of doubt, each Restructuring Transaction and the documentation with respect to the Restructuring Transactions shall be consistent with the terms and conditions of the Plan, the Restructuring Transactions Exhibit, the Equity SPV Implementation Steps, and the other Restructuring Documents (as applicable).

The actions to effectuate the Restructuring Transactions may include (i) the execution and delivery of appropriate agreements, by-law amendments or other documents containing terms that are consistent with the terms of the Plan and the applicable Restructuring Document(s) and that satisfy the applicable requirements of applicable law and such other terms to which the applicable entities may agree; (ii) the execution and delivery of appropriate instruments of transfer, assignment, assumption or delegation of any asset, property, right, liability, duty or obligation on terms consistent with the terms of the Plan and having such other terms to which the applicable entities may agree; (iii) the filing of appropriate certificates pursuant to applicable law; (iv) pledging, granting of liens or security interests over, assuming or guarantying obligations or taking such similar actions as may be necessary to preserve the rights and collateral interests of the Holders of Secured Claims of the Debtors at all times prior to the effectiveness and consummation of the Plan; (v) the Equity SPV Implementation Steps; (vi) the issuance of the Exit Securities; and (vii) all other actions that the applicable entities determine to be necessary or appropriate to effectuate the Restructuring Transactions, including making filings or recordings that may be required by applicable law in connection with such transactions, in each case consistent with the terms and conditions of the Plan and the other Restructuring Documents (as applicable).

The Confirmation Order shall be deemed to, pursuant to sections 363 and 1123 of the Bankruptcy Code, authorize, among other things, all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by or necessary to effectuate the

Plan, including the Restructuring Transactions consistent with the terms and conditions of the Plan and the other Restructuring Documents (as applicable).

4.13 Section 1146(a) Exemption

Pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property under the Plan shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, stamp act, real estate transfer tax, mortgage recording tax or other similar tax or governmental assessment, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall forgo the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee or governmental assessment.

4.14 Managers, Directors and Officers

Subject to any requirement of Bankruptcy Court approval pursuant to section 1129(a)(5) of the Bankruptcy Code, and except as may otherwise be disclosed in the Disclosure Statement, on the Effective Date, the directors and officers who are identified in the Plan Supplement shall serve as the board of directors and officers of the Reorganized Debtors.

Pursuant to section 1129(a)(5), the Debtors will disclose in the Plan Supplement, on or prior to the Confirmation Date, to the extent known at the time of filing, the identity and affiliations of any Person proposed to serve on the Reorganized Debtors' boards of directors and, to the extent any such Person is an Insider, the nature of any compensation for such Person.

Corporate governance for each of the Reorganized Debtors, including charters, bylaws, operating agreements or other organization documents, as applicable and as may be amended, shall be consistent with section 1123(a)(6) of the Bankruptcy Code.

4.15 Compensation and Benefits Plans

Except as otherwise provided for in the Plan, on and after the Effective Date, subject to any Final Order, the Reorganized Debtors shall: (a) adopt, assume and/or honor in the ordinary course of business any Compensation and Benefits Plans and (b) honor, in the ordinary course of business, Claims of employees employed as of the Effective Date for accrued vacation time and other employee benefits arising prior to the Petition Date and not otherwise paid pursuant to a Bankruptcy Court order. Pursuant to section 1129(a)(13) of the Bankruptcy Code, from and after the Effective Date, all retiree benefits (as that term is defined in section 1114 of the Bankruptcy Code), if any, shall continue to be paid.

4.16 Preservation of Causes of Action

Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised or settled in the Plan (including in **Article VIII** thereof) or by a Final Order, in accordance with section 1123(b) of the Bankruptcy Code, the Reorganized Debtors shall retain and may enforce all rights to commence and pursue any and all Causes of Action of the Debtors, whether arising before or after the Petition Date, and the Reorganized Debtors' rights to commence, prosecute or settle such Causes of Action shall be preserved

notwithstanding the occurrence of the Effective Date. **No Entity may rely on the absence of a specific reference in the Plan or the Disclosure Statement to any Cause of Action against them as any indication that the Debtors or the Reorganized Debtors will not pursue any and all available Causes of Action against them. The Debtors and the Reorganized Debtors expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided for in the Plan.** Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised or settled in the Plan or a Bankruptcy Court order, the Reorganized Debtors expressly reserve all Causes of Action, for later adjudication, and, therefore no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel, judicial, equitable or otherwise, or laches, shall apply to such Causes of Action upon, after or as a consequence of the Confirmation or Consummation.

The Reorganized Debtors reserve and shall retain Causes of Action notwithstanding the rejection of any Executory Contract or Unexpired Lease during the Chapter 11 Cases or pursuant to the Plan. In accordance with section 1123(b)(3) of the Bankruptcy Code, any Causes of Action that the Debtors may hold against any Entity shall vest in the Reorganized Debtors. The Reorganized Debtors, through their authorized agents or representatives, shall retain and may exclusively enforce any and all such Causes of Action. The Reorganized Debtors shall have the exclusive right, authority and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw or litigate to judgment any such Causes of Action, or to decline to do any of the foregoing, without the consent or approval of any third party or any further notice to or action, order or approval of the Bankruptcy Court.

4.17 No Change in Control

For the avoidance of doubt, (x) the cancellation of any Equity Interests pursuant to the Plan, (y) any issuance, transfer or acquisition of Equity Interests pursuant to the Plan or in connection with the Debtors' restructuring, and (z) the revesting of assets in the Reorganized Debtors as of the Effective Date pursuant to the Plan shall not, and shall not be deemed to, result in a "change in control" or "change of control" under any contract or other document to which any Debtor or Reorganized Debtor is a party.

ARTICLE V
PROVISIONS GOVERNING DISTRIBUTIONS

5.1 Distributions for Claims Allowed as of the Effective Date

Except as otherwise provided for in the Plan, a Final Order, or as otherwise agreed to by the Debtors or the Reorganized Debtors (as the case may be) and the Holder of the applicable Allowed Claim, on the Effective Date or as soon as reasonable practicable thereafter, the Disbursing Agent shall make initial distributions under the Plan on account of Claims Allowed on or before the Effective Date, subject to the Debtors' and Reorganized Debtors' right to object to Claims.

5.2 Special Rules for Distributions to Holders of Disputed Claims

Notwithstanding any provision otherwise in the Plan and except as otherwise agreed by the relevant parties: (1) no partial payments and no partial distributions shall be made with respect to a Disputed Claim until all such disputes in connection with such Disputed Claim have been resolved by settlement or Final Order and (2) any Entity that holds both an Allowed Claim and a Disputed Claim shall not receive any distribution on the Allowed Claim unless and until all objections to the Disputed Claim have been resolved by settlement or Final Order or the Claim has been Allowed or expunged. Any dividends or other distributions arising from property distributed to Holders of Allowed Claims in a Class and paid to such Holders under the Plan shall be paid also, in the applicable amounts, to any Holder of a Disputed Claim, as applicable, in such Class that becomes an Allowed Claim after the date or dates that such dividends or other distributions were earlier paid to Holders of Allowed Claims in such Class.

5.3 Disbursing Agent

Except as otherwise provided in the Plan, all distributions under the Plan shall be made by the Disbursing Agent in accordance with the terms of the Plan and Restructuring Support Agreement (to the extent applicable) on or as soon as practicable after the Effective Date. To the extent the Disbursing Agent is a Reorganized Debtor, the Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court. The Disbursing Agent may employ or contract with other entities to assist in or make the distributions required by the Plan.

The Disbursing Agent shall be empowered to: (a) effect all actions and execute all agreements, instruments and other documents necessary to perform its duties under the Plan, (b) make all distributions contemplated hereby, (c) employ professionals to represent it with respect to its responsibilities and (d) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to the Plan or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions hereof.

Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable fees and out-of-pocket expenses incurred by the Disbursing Agent on or after the Effective Date (including taxes) and any reasonable compensation and out-of-pocket expense reimbursement claims (including reasonable attorney fees and expenses) made by the Disbursing Agent may be paid in Cash by the Reorganized Debtors.

5.4 Delivery of Distributions and Undeliverable or Unclaimed Distributions

(a) ***Delivery of Distributions.*** Except as otherwise provided for in the Plan (including in **Article VII** of the Plan), distributions to Holders of Allowed Claims and Equity Interests shall be made to Holders of record as of the Distribution Record Date by the Reorganized Debtors or the Disbursing Agent, as appropriate: (a) as indicated on the applicable register or in the Debtors' records as of the date of any such distribution; (b) to the signatory set forth on any of the Proofs of Claim filed by such Holder or other representative identified therein (or at the last known addresses of such Holder if no Proof of Claim is filed or if the Debtors have not been notified in writing of a change of address); (c) at the addresses set forth in any written notices of address changes delivered to the Reorganized Debtors or the applicable Disbursing Agent, as appropriate,

after the date of any related Proof of Claim; or (d) on any counsel that has appeared in the Chapter 11 Cases on the Holder's behalf. The Debtors shall have no obligation to recognize any transfer of Claims or Equity Interests occurring on or after the Distribution Record Date. Distributions under the Plan on account of Allowed Claims shall not be subject to levy, garnishment, attachment or like legal process, so that each Holder of an Allowed Claim or Equity Interest shall have and receive the benefit of the distributions in the manner set forth in the Plan. The Debtors, the Reorganized Debtors and the Disbursing Agent, as applicable, shall not incur any liability whatsoever on account of any distributions under the Plan except for fraud, gross negligence or willful misconduct. The Distribution Record Date shall not apply to distributions made in respect of any of the Debtors' DTC-traded securities, which distributions will be governed by the customary practices and procedures of DTC.

(b) For the avoidance of doubt, in connection with a distribution through the facilities of DTC for non-tendered positions, DTC shall be considered a single Holder for purposes of the distribution. In connection with the distribution to tendered positions, if applicable, distributions will be made at the beneficial owner level in accordance with the elections received thereto. The Debtors reserve the right to adjust the rounding conventions discussed herein, including the methods used for allocating through DTC.

(c) ***Minimum; De Minimis Distributions.*** Notwithstanding anything to the contrary contained in the Plan, the Disbursing Agent shall not be required to distribute Cash or other property to the Holder of any Allowed Claim or Allowed Equity Interest if the amount of Cash or other property to be distributed on account of such Allowed Claim or Allowed Equity Interest is less than $250. Any Holder of an Allowed Claim or Allowed Equity Interest on account of which the amount of Cash or other property to be distributed is less than such amount shall have such Claim or Interest, as applicable, discharged and shall be forever barred from asserting such Claim or Equity Interest against the Debtors, the Reorganized Debtors or their respective property. Any Cash or other property not distributed pursuant to this provision shall be the property of the Reorganized Debtors.

(d) ***Compliance and Tax Withholding Matters.*** In connection with the Plan, to the extent applicable, the Reorganized Debtors or the Disbursing Agent shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Authority, and all distributions pursuant to the Plan shall be subject to such withholding and reporting requirements, which, for the avoidance of doubt, shall comply with the Mexican tax requirements set forth in the 2029 Senior Secured Notes Indenture or the 2032 Senior Secured Notes Indentures to qualify for the reduced Mexican withholding income tax rate under Article 166, Section II, subsection a) of the Mexican Income Tax Law (or a substantially similar successor of such Article). Notwithstanding any provision in the Plan to the contrary, the Reorganized Debtors or the Disbursing Agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including withholding distributions pending receipt of information necessary to facilitate such distributions, or establishing any other mechanisms they believe are reasonable and appropriate; *provided* that the distributions to Holders of Senior Secured Notes Claims shall be made subject to any gross-up obligations set forth in the 2029 Senior Secured Notes Indenture or the 2032 Senior Secured Notes Indentures (the "**Existing Notes Tax Gross-up**"), as applicable. The Reorganized Debtors reserve the right to allocate all distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support and

other spousal awards, liens and encumbrances. All Persons holding Claims shall be required to provide any information necessary to effect information reporting and the withholding of such taxes (including, with respect to any Senior Secured Term Loan Claims or Subordinated Loan Claims, tax residence certificates and tax invoices). The Reorganized Debtors and the Disbursing Agent may require, as a condition to the receipt of a distribution, that the Holder of an Allowed Claim complete the appropriate Form W-8 or Form W-9, as applicable to each Holder. If such Holder fails to comply with such request within one year, such distribution shall be deemed an Unclaimed Distribution. Notwithstanding any other provision of the Plan to the contrary, (i) each Holder of an Allowed Claim shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any Governmental Authority, including income, withholding (other than the Existing Notes Tax Gross-up) and other tax obligations, on account of such distribution, and (ii) no distribution shall be made to or on behalf of such Holder pursuant to the Plan unless and until such Holder has made arrangements satisfactory to the Reorganized Debtors for the payment and satisfaction of such tax obligations.

(e) ***Cash Payments.*** At the option of the Disbursing Agent, any Cash payment to be made under the Plan may be made by check or wire transfer or as otherwise required or provided in applicable agreements. For the avoidance of doubt, Cash payments to Creditors may be made, at the option of the Disbursing Agent, in such funds and by such means as are necessary, customary or advisable to satisfy a particular Holder's Allowed Claim.

(f) ***Undeliverable and Unclaimed Distributions.*** If any distribution to a Holder of an Allowed Claim is returned to the Reorganized Debtors or the Disbursing Agent as undeliverable or is otherwise unclaimed (such a distribution, an "**Unclaimed Distribution**"), no further distributions shall be made to such Holder unless and until the Reorganized Debtors or the Disbursing Agent are notified in writing of such Holder's then-current address or other necessary information for delivery. The Reorganized Debtors or the Disbursing Agent shall retain Unclaimed Distributions until such time as a distribution becomes deliverable; *provided* that each Holder of an Allowed Claim whose distribution remains (i) undeliverable for one hundred and eighty (180) days after the distribution is returned as undeliverable or (ii) otherwise has not been deposited, endorsed or negotiated within one hundred and eighty (180) days of the date of issuance shall have no claim to or interest in such distribution and shall be forever barred from receiving any distribution under the Plan. Nothing contained in the Plan shall require the Debtors, the Reorganized Debtors or the Disbursing Agent to attempt to locate any Holder of an Allowed Claim. Any Unclaimed Distribution that remains unclaimed one hundred and eighty (180) days after distribution (or the date such Unclaimed Distribution would have been made in the event such distribution is undeliverable) shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code and shall revest in the Reorganized Debtors. Upon such revesting, the Claim or Equity Interest of any Holder or its successors with respect to such property shall be cancelled, discharged and forever barred notwithstanding any applicable federal or state escheat, abandoned or unclaimed property laws, or any provisions in any document governing the distribution that is an Unclaimed Distribution, to the contrary.

5.5 Distributions of Exit Notes and Equity SPV Notes on Account of Allowed Senior Secured Claims.

Exit Notes and Equity SPV Notes are being issued only to Qualified Holders. A "**Qualified Holder**" is a Holder of Allowed Senior Secured Claims who is either one of the following:

(a) (i) a "U.S. Person" as defined in Rule 902(k) under the Securities Act, and (ii) (A) in the case of the Exit Notes, is either a "Qualified Institutional Buyer" as such term is defined in Rule 144A under the Securities Act or an "accredited investor" as defined in Regulation D under the Securities Act, and it acknowledges that it will be receiving "restricted securities" within the meaning of Rule 144 under the Securities Act, and (B) in the case of the Equity SPV Notes, is both a "Qualified Institutional Buyer" as such term is defined in Rule 144A under the Securities Act and it acknowledges that it will be receiving "restricted securities" within the meaning of Rule 144 under the Securities Act **and** also a "qualified purchaser" as defined in Section 2(a)(51) of the Investment Company Act and the rules thereunder; or

(b) not a "U.S. Person" as defined in Rule 902(k) under the Securities Act and is not prohibited from acquiring Exit Notes and/or Equity SPV Notes, as applicable in accordance with the laws of its jurisdiction of location or residence.

Any Holder of Allowed Senior Secured Claims that is not a Qualified Holder shall be a "**Non-Qualified Holder**." Non-Qualified Holders with respect to a series of Exit Securities shall not be entitled to receive such series of Exit Securities and shall only be entitled to receive the Substitute Consideration in respect thereof, which may be zero. A Holder who is a Qualified Holder for purposes of receiving Exit Notes, but is a Non-Qualified Holder for purposes of receiving Equity SPV Notes (e.g., a U.S. Person who is an accredited investor or Qualified Institutional Buyer but is not a Qualified Purchaser), will receive Exit Notes and Substitute Consideration in lieu of Equity SPV Notes.

With the consent of Braskem and the Required Consenting Creditors and pursuant to procedures acceptable thereto, the Debtors may require that each Holder of Allowed Senior Secured Claims certify as to its Qualified Holder Status in order to receive distributions pursuant to the Plan.

5.6 Book-Entry Transfer

To receive its entitlement pursuant to the Plan, each Holder of an Allowed Senior Secured Claim may be required to take certain actions as applicable to verify its position in the Allowed Senior Secured Claims and to provide certain certifications and KYC information, at such time and in such manner as may be agreed with Braskem and the Required Consenting Creditors.

With respect to the Senior Secured Notes, the Disbursing Agent will work with DTC to establish the distribution event relating to the Senior Secured Notes on DTC's ATOP system, at such time and in such manner as may be agreed with the Required Consenting Creditors. A

beneficial owner of Senior Secured Notes that are held by or registered in the name of a broker, dealer, commercial bank, trust company or other nominee or custodian (each, a "**Nominee**") is urged to contact such Nominee promptly if such beneficial owner wishes to participate and receive a distribution for Claims in respect of Senior Secured Notes in connection with such distribution event. Only Nominees that are participants in DTC's ATOP system can effectuate an electronic delivery of the Senior Secured Notes on a Holder's behalf. Each beneficial Holder of the Senior Secured Notes who wishes to participate and receive a distribution for Claims in respect of Senior Secured Notes must allow sufficient time for its Nominee to effectuate the electronic delivery of its Senior Secured Notes via ATOP on or before any applicable deadline.

ALL QUESTIONS AS TO THE VALIDITY, FORM, ELIGIBILITY (INCLUDING TIME OF RECEIPT) AND ACCEPTANCE OF INFORMATION SUBMITTED THROUGH ATOP AND TENDERED SENIOR SECURED NOTES WILL BE RESOLVED BY THE REORGANIZED DEBTORS UPON THE CONSENT OF THE REQUIRED CONSENTING CREDITORS, AND SUCH DETERMINATION WILL BE FINAL AND BINDING, SUBJECT ONLY TO REVIEW BY THE BANKRUPTCY COURT UPON APPLICATION WITH DUE NOTICE TO ANY AFFECTED PARTIES IN INTEREST. THE DEBTORS AND THE REORGANIZED DEBTORS RESERVE THE RIGHT TO REJECT ANY AND ALL SUBMISSIONS THROUGH ATOP AND TENDERED SENIOR SECURED NOTES NOT IN PROPER FORM, OR SUBMISSIONS THROUGH ATOP AND TENDERED SENIOR SECURED NOTES THE DEBTORS' OR REORGANIZED DEBTORS' ACCEPTANCE OF WHICH WOULD, IN THE OPINION OF THE DEBTORS (OR THE REORGANIZED DEBTORS, AS APPLICABLE) OR THEIR COUNSEL, UPON THE CONSENT OF THE REQUIRED CONSENTING CREDITORS, BE UNLAWFUL.

5.7 Claims Paid or Payable by Third Parties

(a) ***Claims Paid by Third Parties.*** A Claim shall be reduced in full or in part without any further notice to or action, order or approval of the Bankruptcy Court, to the extent that the Holder of such Claim receives payment in full or in part on account of such Claim from a party that is not the Disbursing Agent, the Debtors or the Reorganized Debtors. To the extent a Holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not the Disbursing Agent, the Debtors or the Reorganized Debtors on account of such Claim, such Holder shall, within five Business Days of receipt thereof, notify the Debtors or the Reorganized Debtors (as applicable) in writing and repay, return or deliver any distribution held by or transferred to the Holder to the Debtors or Reorganized Debtors (as applicable) to the extent the Holder's total recovery on account of such Claim from the third party and under the Plan exceeds the amount of such Claim as of the date of any such distribution under the Plan.

(b) ***Claims Payable by Insurance Carriers.*** No distributions under the Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtors' insurance policies until the Holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy. To the extent that one or more of the Debtors' insurers agrees to satisfy in full a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such insurers' agreement, such Claim may be expunged to the extent of any agreed upon

satisfaction without a Claims objection having to be filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

(c) ***Applicability of Insurance Policies.*** Except as otherwise expressly provided for in the Plan, distributions to Holders of Allowed Claims shall be in accordance with the provisions of an applicable insurance policy. Nothing contained in the Plan shall constitute or be deemed a waiver of any Cause of Action that the Debtors or any Entity may hold against any other Entity, including insurers under any policies of insurance, nor shall anything contained in the Plan constitute or be deemed a waiver by such insurers of any defenses, including coverage defenses, held by such insurers.

5.8 Setoffs

Except as otherwise expressly provided for in the Plan, the Reorganized Debtors, pursuant to the Bankruptcy Code (including section 553 of the Bankruptcy Code), applicable non-bankruptcy law or as may be agreed to by the Holder of a Claim, may set off against any Allowed Claim, and the distributions to be made pursuant to the Plan on account of such Allowed Claim before any distribution is made on account of such Allowed Claim, any Claims, rights and Causes of Action of any nature that the Debtors or Reorganized Debtors, as applicable, may hold against the Holder of such Allowed Claim, to the extent such Claims, rights or Causes of Action against such Holder have not been otherwise compromised or settled on or prior to the Effective Date (whether pursuant to the Plan or otherwise); *provided*, *however*, that neither the failure to effect such a setoff nor the allowance of any Claim pursuant to the Plan shall constitute a waiver or release by the Reorganized Debtors of any such Claims, rights and Causes of Action that the Reorganized Debtors may possess against such Holder. In no event shall any Holder of Claims be entitled to set off any Claim against any Claim, right or Cause of Action of the Debtors or Reorganized Debtors, as applicable, unless the Bankruptcy Court has authorized such setoff pursuant to a Final Order, and notwithstanding any indication in any Proof of Claim or otherwise that such Holder asserts, has or intends to preserve any right of setoff pursuant to section 553 or otherwise.

5.9 Allocation of Plan Distributions Between Principal and Interest

Except as otherwise provided for in the Plan and to the extent permitted by applicable Law, the aggregate consideration paid to Holders with respect to their Allowed Claims shall be treated pursuant to the Plan for income tax purposes as allocated first to the principal amount of such Allowed Claims (to the extent thereof) and, thereafter, to the interest accrued through and including the Effective Date.

5.10 No Fractional Reorganized Equity

There shall be no distribution of fractional Reorganized Equity. Where a fractional share of Reorganized Equity would otherwise be called for, the actual allocation shall reflect a rounding down (to the nearest whole share) of such fraction. No consideration will be provided in lieu of fractional Reorganized Equity that is rounded down. The Debtors reserve the right to adjust the rounding conventions discussed herein, including the methods used for allocating through DTC.

ARTICLE VI
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

6.1 Assumption of Executory Contracts and Unexpired Leases

On the Effective Date, except as otherwise provided for in the Plan or pursuant to the Confirmation Order, Executory Contracts and Unexpired Leases shall be deemed assumed, without the need for any further notice to or action, order or approval of the Bankruptcy Court, as of the Effective Date under section 365 of the Bankruptcy Code, unless such Executory Contract or Unexpired Lease: (a) was previously assumed or rejected; (b) previously expired or terminated pursuant to its own terms; (c) is the subject of a motion to assume or assume and assign Filed on or before the Confirmation Date; or (d) is designated specifically, or by category, as an Executory Contract or Unexpired Lease on the Schedule of Rejected Executory Contracts and Unexpired Leases. The assumption of Executory Contracts and Unexpired Leases pursuant to the Plan may include the assignment of certain of such contracts to Affiliates. The Confirmation Order will constitute an order of the Bankruptcy Court approving the above-described assumptions, assignments and rejections.

Except as otherwise provided for in the Plan or agreed to by the Debtors and the applicable counterparty, each assumed Executory Contract or Unexpired Lease shall include all modifications, amendments, supplements, restatements or other agreements related thereto, and all rights related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal and any other interests, unless any of the foregoing agreements has been previously rejected or repudiated or is rejected or repudiated pursuant to the Plan. Modifications, amendments, supplements and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease or the validity, priority or amount of any Claims that may arise in connection therewith.

6.2 Cure of Defaults for Assumed Executory Contracts and Unexpired Leases

Any Cure Amount under an Executory Contract or Unexpired Lease to be assumed pursuant to the Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the Cure Amount in Cash in the ordinary course of business, subject to the limitation described below, or on such other terms as the parties to such Executory Contract or Unexpired Lease may otherwise agree.

Parties to Executory Contracts and Unexpired Leases assumed by the Debtors pursuant to the Plan shall not be required to File a Proof of Claim or objection to assert or preserve any Cure Amount. Notwithstanding anything to the contrary in the Plan, all Cure Amounts shall be Unimpaired by the Plan and all Cure Amounts outstanding as of the Effective Date shall remain continuing obligations of the Reorganized Debtors following the Effective Date subject to all parties' rights and defenses with respect thereto.

Any and all Proofs of Claim based upon Executory Contracts or Unexpired Leases that have been assumed in the Chapter 11 Cases shall be deemed disallowed and expunged as of the Effective Date without the need for any objection thereto or any further notice to or action, order, or approval of the Bankruptcy Court.

In the event of a dispute regarding (1) the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" (within the meaning of section 365(b) of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed, or (2) any other matter pertaining to assumption, the Bankruptcy Court shall hear such dispute before the assumption becoming effective; *provided* that the Debtors or the Reorganized Debtors (as applicable) may settle any such dispute and shall pay any agreed upon Cure Amount without any further notice to any party or any action, order or approval. Payment of any Cure Amount required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order resolving such dispute and approving the assumption and shall not prevent or delay implementation of the Plan or the occurrence of the Effective Date.

6.3 Pre-Existing Payment and Other Obligations

Rejection of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall not constitute a termination of pre-existing obligations owed to the Debtors or Reorganized Debtors, as applicable, under such contract or lease. In particular, notwithstanding any applicable non-bankruptcy law to the contrary, the Reorganized Debtors expressly reserve and do not waive any right to receive, or any continuing obligation of a counterparty to provide: (a) payment to the contracting Debtors or Reorganized Debtors, as applicable, of outstanding and future amounts owing thereto under or in connection with rejected Executory Contracts or Unexpired Leases, (b) warranties or continued maintenance obligations on goods previously purchased by the Debtors or Reorganized Debtors, as applicable, from counterparties to rejected Executory Contracts, or (c) any other rights or obligations due to the Debtors or Reorganized Debtors which, by virtue of the Executory Contract or Unexpired Lease and/or applicable law, are intended to survive rejection or termination.

6.4 Rejection Damages Claims and Objections to Rejection

In the event that the rejection of an Executory Contract or Unexpired Lease by the Debtors results in damages to the other party or parties to such contract or lease, a Claim for such damages shall be forever barred and shall not be enforceable against the Debtors or the Reorganized Debtors or their respective properties or interests in property as agents, successors or assigns, unless a Proof of Claim is filed with the Claims and Solicitation Agent and served upon counsel for the Debtors or the Reorganized Debtors by the Rejection Damages Objection Deadline. Any such Claims, to the extent Allowed, shall be classified as General Unsecured Claims and shall be treated in accordance with **Article III** of the Plan.

6.5 Indemnification Obligations

Each of the Debtors' Indemnification Obligations shall remain in full force and effect and shall not be discharged or Impaired by Confirmation of the Plan, and such Indemnification Obligations shall be deemed and treated as Executory Contracts assumed by the Debtors under the Plan, shall continue as Indemnification Obligations of the Reorganized Debtors and shall survive the effectiveness of the Restructuring on terms no less favorable to such current and former directors, officers, managers, employees, attorneys, accountants, investment bankers, restructuring advisors and other professionals and/or agents and/or representatives of, or acting on behalf of, the Debtors than the indemnification provisions in place prior to the Restructuring Transactions; *provided* that the Reorganized Debtors shall not indemnify officers, directors, managers,

employees, attorneys, accountants, investment bankers or other professionals of the Company for any claims or causes of action arising out of or relating to any act or omission that is a criminal act or constitutes intentional fraud, gross negligence or willful misconduct.

6.6 Insurance Policies

Each of the Debtors' Insurance Contracts are treated as Executory Contracts under the Plan. Unless otherwise provided for in the Plan, on the Effective Date, (1) the Debtors shall be deemed to have assumed all Insurance Contracts, including all D&O Policies, and (2) such insurance policies and any agreements, documents or instruments relating thereto shall revest in the Reorganized Debtors.

The Debtors and the Reorganized Debtors, as applicable, shall maintain tail coverage under any D&O Policies for the six-year period following the Effective Date on terms no less favorable than under, and with an aggregate limit of liability no less than the aggregate limit of liability under, the D&O Policies. In addition to such tail coverage, the D&O Policies shall remain in place in the ordinary course during the Chapter 11 Cases.

The Debtors or the Reorganized Debtors, as applicable, shall not terminate or otherwise reduce the coverage under any directors, officers and employee liability insurance policies (including, without limitation, any "tail policy" and all agreements, documents or instruments related thereto) in effect on or prior to the Effective Date, and any current and former directors, officers, managers and employees of the Debtors who served in such capacity at any time before or after the Effective Date shall be entitled to the full benefits of any such policy for the full term of such policy regardless of whether such directors, officers, managers and employees remain in such positions after the Effective Date.

6.7 Contracts and Leases Entered into after the Petition Date

Contracts and leases entered into after the Petition Date by the Debtors and any Executory Contracts and Unexpired Leases assumed by the Debtors may be performed by the Reorganized Debtors in the ordinary course of business.

6.8 Reservation of Rights

Nothing in the Plan or the Plan Supplement shall constitute an admission by the Debtors that any contract or lease is in fact an Executory Contract or Unexpired Lease or that the Reorganized Debtors have any liability thereunder. If there is a dispute regarding whether a contract or lease is or was an Executory Contract or Unexpired Lease at the time of its assumption or rejection, the Debtors or Reorganized Debtors, as applicable, shall have forty-five days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease, without prejudice to the Debtors' or Reorganized Debtors' right to extend such period via the filing of a notice in the Chapter 11 Cases.

ARTICLE VII
PROCEDURES FOR RESOLVING DISPUTED CLAIMS

7.1 Disputed Claims Process

Notwithstanding section 502(a) of the Bankruptcy Code, and in light of the Unimpaired status of all Allowed General Unsecured Claims under the Plan, Holders of Claims (other than (i) Holders of Administrative Expense Claims and (ii) Holders of Rejection Damages Claims) need not File Proofs of Claim. **Except as otherwise provided in the Plan, no parties are required or permitted to File a Proof of Claim.**

The Debtors do not intend to object in the Bankruptcy Court to the allowance of Claims Filed; *provided* that the Debtors and the Reorganized Debtors, as applicable, reserve the right to object in the Bankruptcy Court to any Claim that is entitled, or deemed to be entitled, to a distribution under the Plan or is rendered Unimpaired under the Plan. Instead, the Reorganized Debtors and the Holders of Claims shall determine, adjudicate and resolve any disputes over the validity and amounts of such Claims in the ordinary course of business as if the Chapter 11 Cases had not been commenced and in accordance with the books and records of the Debtors.

Unless disputed by a Holder of a Claim, the amount set forth in the books and records of the Debtors shall constitute the amount of the Allowed Claim of such Holder except that (unless expressly waived pursuant to the Plan) the Allowed amount of such Claim shall be subject to the limitations or maximum amounts permitted by the Bankruptcy Code, including sections 502 and 503 of the Bankruptcy Code, to the extent applicable. If any such Holder of a Claim disagrees with the Debtors' books and records with respect to the Allowed amount of such Holder's Claim, such Holder must so advise the Reorganized Debtors in writing within thirty (30) days of receipt of any distribution on account of such Holder's Claim, in which event the Claim shall become a Disputed Claim. The Reorganized Debtors intend to attempt to resolve any such disputes consensually or through judicial means outside the Bankruptcy Court. Nevertheless, the Debtors or the Reorganized Debtors, as applicable, may, in their discretion (but subject to the terms of the Restructuring Support Agreement), File with the Bankruptcy Court (or any other court of competent jurisdiction) an objection to the allowance of any Claim or any other appropriate motion or adversary proceeding with respect thereto. All such objections shall be litigated to Final Order; *provided* that the Debtors or the Reorganized Debtors may compromise, settle, withdraw or resolve by any other method approved by the Bankruptcy Court any objections to Claims.

All Proofs of Claim Filed in these Chapter 11 Cases (other than with respect to Administrative Expense Claims or Rejection Damages Claims) shall be considered objected to and Disputed without further action by the Debtors. Upon the Effective Date, all Proofs of Claim Filed against the Debtors (other than with respect to Administrative Expense Claims or Rejection Damages Claims), regardless of the time of filing, and including Proofs of Claim Filed after the Effective Date, shall be deemed withdrawn and expunged, other than as provided in the Plan. Notwithstanding anything in the Plan to the contrary, disputes regarding the amount of any Cure Amount pursuant to section 365 of the Bankruptcy Code and Claims that the Debtors seek to have determined by the Bankruptcy Court pursuant to **Article VI** of the Plan, shall in all cases be determined by the Bankruptcy Court. The Reorganized Debtors shall have no liability for any taxes imposed in respect of the Disputed Claims Process in the event that any escrow account, trust

or fund formed as part of the Disputed Claims Process is treated as a "disputed ownership fund" for U.S. tax purposes.

Except as otherwise provided herein, all Proofs of Claim, other than with respect to Administrative Expense Claims and Rejection Damages Claims, Filed after the Effective Date shall be disallowed and forever barred, estopped and enjoined from assertion, and shall not be enforceable against any Reorganized Debtor, without the need for any objection by the Reorganized Debtors or any further notice to or action, order or approval of the Bankruptcy Court.

For the avoidance of doubt, there is no requirement for Holders of General Unsecured Claims to File Proofs of Claim (or move the Bankruptcy Court for Allowance) to have an Allowed Claim under the Plan, except that Entities that are counterparties to rejected Executory Contracts or Unexpired Leases must File Rejection Damages Claims as set forth in Article VI of the Plan. Any disputes regarding the Allowance of a Rejection Damages Claim shall be determined by the Bankruptcy Court.

7.2 **Allowance of Claims**

After the Effective Date and subject to the terms of the Plan, each of the Reorganized Debtors shall have and retain any and all rights and defenses such Debtor had with respect to any Claim or Equity Interest immediately prior to the Effective Date. The Debtors may affirmatively determine to deem Unimpaired Claims Allowed to the same extent such Claims would be Allowed under applicable non-bankruptcy law.

7.3 Claims Administration

Except as otherwise specifically provided in the Plan, after the Effective Date, the Reorganized Debtors shall have the sole authority: (1) to File, withdraw or litigate to judgment objections to Claims or Equity Interests; (2) to settle or compromise any Disputed Claim or Equity Interest without any further notice to or action, order or approval by the Bankruptcy Court; and (3) to administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order or approval by the Bankruptcy Court. For the avoidance of doubt, except as otherwise provided herein, from and after the Effective Date, each Reorganized Debtor shall have and retain any and all rights and defenses such Debtor had immediately prior to the Effective Date with respect to any Disputed Claim or Equity Interest, including the Causes of Action retained pursuant to **Section 4.16** of the Plan.

Any objections to Claims and Equity Interests other than General Unsecured Claims must be served and Filed on or before the 180th day after the Effective Date or by such later date as may be noticed by the Debtors or the Reorganized Debtors. All Claims and Equity Interests other than General Unsecured Claims not objected to by the end of such 180-day period shall be deemed Allowed unless such period is extended upon approval of the Bankruptcy Court.

Any objections to Rejection Damages Claims must be served and Filed on or before the 180th day after the Effective Date or by such later date as may be noticed by the Debtors or the Reorganized Debtors. All Rejection Damages Claims not objected to by the end of

such 180-day period shall be deemed Allowed unless such period is extended upon approval of the Bankruptcy Court.

Notwithstanding the foregoing, the Debtors and Reorganized Debtors shall be entitled to dispute and/or otherwise object to any General Unsecured Claim in accordance with applicable non-bankruptcy law, and the Allowance of such General Unsecured Claim does not alter, impair or affect the Debtors' or the Reorganized Debtors' rights and defenses under applicable non-bankruptcy law. If the Debtors or Reorganized Debtors, as applicable, dispute any General Unsecured Claim, such dispute shall be determined, resolved or adjudicated, as the case may be, in the manner as if the Chapter 11 Cases had not been commenced and shall survive the Effective Date. In any action or proceeding to determine the existence, validity or amount of any General Unsecured Claim, any and all Claims or defenses that could have been asserted by the applicable Debtor(s) or the Holder of such General Unsecured Claim are preserved as if the Chapter 11 Cases had not been commenced.

7.4 Estimation of Claims

Before or after the Effective Date, the Debtors or the Reorganized Debtors may (but are not required to) at any time request that the Bankruptcy Court estimate any Disputed Claim pursuant to section 502(c) of the Bankruptcy Code, regardless of whether any party previously has objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any such Claim, including during the litigation of any objection to any Claim or during any appeal relating to such objection. In the event that the Bankruptcy Court estimates any Disputed Claim, that estimated amount shall constitute a maximum limitation on such Claim for all purposes under the Plan (including for purposes of distributions), and the Debtors may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim. Notwithstanding section 502(j) of the Bankruptcy Code, in no event shall any Holder of a Claim that has been estimated pursuant to section 502(c) of the Bankruptcy Code or otherwise be entitled to seek reconsideration of such estimation unless such Holder has filed a motion requesting the right to seek such reconsideration on or before twenty-one days after the date on which such Claim is estimated. All of the aforementioned Claims and objection, estimation and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn or resolved by any mechanism approved by the Bankruptcy Court.

7.5 No Interest

Unless otherwise expressly provided for in the Plan or by order of the Bankruptcy Court, postpetition interest shall not accrue or be paid on Claims, and no Holder of a Claim shall be entitled to interest accruing on or after the Petition Date on any Claim or right. Additionally, and without limiting the foregoing, interest shall not accrue or be paid on any Disputed Claim with respect to the period from the Effective Date to the date a final distribution is made on account of such Disputed Claim, if and when such Disputed Claim becomes an Allowed Claim.

7.6 No Distributions Pending Allowance

Notwithstanding any other provision of the Plan to the contrary, no payments or distributions of any kind or nature shall be made with respect to all or any portion of a Disputed Claim unless and until all objections to such Disputed Claim have been settled or withdrawn or have been determined by Final Order and the Disputed Claim has become an Allowed Claim. Distributions on account of Disputed Claims that become Allowed Claims shall be made pursuant to **Article V** of the Plan.

7.7 Disallowance of Claims and Equity Interests

Any Claims held by Entities from which property is recoverable under section 542, 543, 550 or 553 of the Bankruptcy Code or that is a transferee of a transfer avoidable under section 522(f), 522(h), 544, 545, 547, 548, 549 or 724(a) of the Bankruptcy Code shall be deemed disallowed pursuant to section 502(d) of the Bankruptcy Code, and Holders of such Claims may not receive any distributions on account of such Claims until such time as such Causes of Action against that Entity have been settled or a Court order with respect thereto has been entered and all sums due, if any, to the Debtors by that Entity have been turned over or paid to the Debtors or the Reorganized Debtors.

ARTICLE VIII
EFFECT OF PLAN CONFIRMATION

8.1 Discharge of Claims and Termination of Interests

Except as otherwise specifically provided for in the Plan, the Confirmation Order, the other Restructuring Documents, or any contract, instrument, release or other agreement or document created or entered into pursuant to the Plan, effective as of the Effective Date, the distributions, rights and treatment provided under the Plan shall be in complete satisfaction, discharge and release of all Claims, Equity Interests, Causes of Action and Liens of any nature whatsoever, including any interest accrued on Claims or Equity Interests from and after the Petition Date, against the Debtors, the Estates, the Reorganized Debtors or any of their respective assets or properties, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, fixed or contingent, matured or unmatured, disputed or undisputed, and whether or not: (a) a Proof of Claim or proof of Equity Interest based on such debt, Claim, Equity Interest, Cause of Action, Lien or other right or entitlement is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (b) a Claim or Equity Interest based on such debt, Claim, Equity Interest, Cause of Action, Lien or other right or entitlement is Allowed pursuant to section 502 of the Bankruptcy Code or otherwise; or (c) the Holder of such Claim or Equity Interest has accepted the Plan or voted to reject the Plan. The Confirmation Order shall be a judicial determination of the discharge of all Claims, Equity Interests, Causes of Action and Liens subject to the occurrence of the Effective Date, except as otherwise specifically provided in the Plan, the Confirmation Order, or any contract, instrument, release or other agreement or document created or entered into pursuant to the Plan. Such discharge shall void any judgment obtained against the Debtors or the Reorganized Debtors at any time to the extent such judgment relates to a discharged Claim, Equity Interest, Cause of Action, Lien or other right or entitlement, including all

debts of the kind specified in sections 502(g), 502(h) or 502(i) of the Bankruptcy Code. For the avoidance of doubt, nothing in Section 8.1 of the Plan shall affect the rights of Holders of Claims and Equity Interests to seek to enforce the Plan or any post-Effective Date obligations, including the distributions to which Holders of Allowed Claims and Equity Interests are entitled under the Plan.

8.2 Release of Liens

Except as otherwise provided in the Exit Notes Documents, the Plan or the Confirmation Order, or in any contract, instrument, release or other agreement or document created pursuant thereto, on the Effective Date, all mortgages, deeds of trust, Liens, pledges or other security interests against any property of the Estate shall be fully released and discharged, and all of the right, title and interest of any holder of such mortgages, deeds of trust, Liens, pledges or other security interests shall vest and revert to the Reorganized Debtors and their successors and assigns.

From and after the Effective Date, any Holder of a Secured Claim (and the applicable agents for such Holder) secured by Liens or security interests which are to be released under the Plan shall be authorized and directed to release any collateral or other property of the Debtors held by such Holder (and the applicable agents for such Holder), and to take such actions as may be requested to give effect to the Plan by the Reorganized Debtors and to evidence the release of such Liens and/or security interests, including the execution, delivery and filing or recording of such releases. The presentation or filing of the Confirmation Order to or with any federal, state, provincial or local agency, records office or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such Liens. To the extent that any Holder of a Secured Claim that has been satisfied or discharged in full pursuant to the Plan, or any agent for such Holder, has filed or recorded publicly any Liens and/or security interests to secure such Holder's Secured Claim, then as soon as practicable on or after the Effective Date, such Holder (or the agent for such Holder) shall take any and all steps requested by the Debtors or the Reorganized Debtors that are necessary or desirable to record or effectuate the cancellation and/or extinguishment of such Liens and/or security interests in accordance with the Plan, and the Reorganized Debtors shall be entitled to make any such filings or recordings on such Holder's behalf.

8.3 Releases by the Debtors

(a) Notwithstanding anything contained in other sections of the Plan to the contrary, as of the Effective Date, except for the rights and remedies that remain in effect to enforce the Plan, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the adequacy of which is hereby confirmed, including the obligations of the Debtors under the Plan and the contributions of the Released Parties to facilitate and implement the Plan, on and after the Effective Date, the Released Parties are deemed conclusively, absolutely, unconditionally, irrevocably and forever released and discharged by and on behalf of the Debtors, the Reorganized Debtors, and their estates, in each case on behalf of themselves and their respective successors and assigns, representatives and any and all other Persons that may purport to assert any Claim or Cause of Action, directly or derivatively, by or through the foregoing Persons, from any and all Claims, obligations,

rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative Claims or Causes of Action, asserted or that may be asserted on behalf of the Debtors, the Reorganized Debtors, or their estates, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, accrued or unaccrued, existing or hereinafter arising, in law, equity, contract, tort or otherwise, that the Debtors, the Reorganized Debtors, their estates, or their heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents and any other Persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Equity Interest in, a Debtor, the Reorganized Debtors or their estates, or any other Person, based on or relating to, or in any manner arising from, in whole or in part, the Company-Related Matters.

(b) Notwithstanding anything to the contrary in the foregoing, the releases set forth in Section 8.3(a) of the Plan shall not be construed as releasing (i) any Released Party from claims or Causes of Action arising from an act or omission judicially determined by a final order to have constituted intentional fraud (provided that fraud shall not exempt from the scope of these Debtor releases any claims or Causes of Action arising under Sections 544 or 548 of the Bankruptcy Code or state laws governing fraudulent or otherwise avoidable transfers or conveyances), gross negligence, recklessness or willful misconduct; (ii) any post-Effective Date obligations of any party or Entity under the Plan, the Confirmation Order, any Restructuring Transaction, any other Definitive Documents, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan; (iii) any claims, Causes of Action, or other rights, of any Debtor related to any contract, agreement, or similar obligation, to which any Debtor and/or the applicable counterparty are continuing to, or have a legal obligation to continue to, perform after the Petition Date; and (iv) any Retained Causes of Action.

(c) Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases by the Debtors set forth in Section 8.3 of the Plan, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that such releases are: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the claims and Causes of Action released by such releases; (3) in the best interests of the Debtors and their Estates; (4) fair, equitable, and reasonable; (5) given and made after reasonable investigation by the Debtors and after due notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Reorganized Debtors, or their Estates asserting any Claim or Cause of Action released pursuant to such releases.

8.4 Releases by the Releasing Parties

(a) Except as otherwise expressly set forth in the Plan, as of the Effective Date, except for the rights and remedies that remain in effect to enforce the Plan, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the adequacy of which is hereby confirmed, to the fullest extent permissible under applicable law, as such law may be extended or integrated after the Effective Date, each Releasing Party, in each

case on behalf of itself and its respective successors, assigns and representatives, and any and all Persons or Entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for or because of the foregoing Persons or Entities, shall be deemed to have conclusively, absolutely, unconditionally, irrevocably and forever, released and discharged the Debtors, the Reorganized Debtors, their estates and the Released Parties from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, including any derivative Claims or Causes of Action asserted or that may be asserted on behalf of the Debtors, the Reorganized Debtors or their estates, that such Person or Entity would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Equity Interest in, a Debtor, the Reorganized Debtor or their estates, or any other Person, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, accrued or unaccrued, existing or hereinafter arising, in law, equity, contract, tort or otherwise, based on or relating to, or in any manner arising from, in whole or in part, any act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date, including any Claims or Causes of Action based on or relating to, or in any manner arising from, in whole or in part, the Company-Related Matters.

(b) Notwithstanding anything to the contrary in the foregoing, the releases set forth in Section 8.4(a) of the Plan shall not be construed as releasing (i) any Released Party from Claims or Causes of Action arising from an act or omission judicially determined by a Final Order to have constituted intentional fraud (provided that fraud shall not exempt from the scope of these Non-Debtor Releases any Claims or Causes of Action arising under sections 544 or 548 of the Bankruptcy Code or state laws governing fraudulent or otherwise avoidable transfers or conveyances), gross negligence, recklessness or willful misconduct and (ii) any post-Effective Date obligations of any party or Entity under the Plan, the Confirmation Order, any Restructuring Transaction, any other Definitive Documents or any document, instrument or agreement (including those set forth in the Plan Supplement) executed to implement the Plan. Notwithstanding anything to the contrary in the Plan, the Releasing Parties have not and will not be deemed to have given any release under the Plan, the Confirmation Order or any other Definitive Document to (a) TQPM or (b) solely to the extent arising under or directly connected to the TQPM Agreements, to Braskem, Advario B.V., and Oiltanking GmbH.

(c) Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases by the Releasing Parties set forth in Section 8.4 of the Plan, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that such releases are: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the Claims and Causes of Action released by such releases; (3) in the best interests of the Debtors and their Estates; (4) fair, equitable and reasonable; (5) given and made after due notice and opportunity for hearing; (6) an essential component of the Plan and the Restructuring; and (7) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to such releases except as expressly set forth in the Plan.

8.5 Exculpation

Effective as of the Effective Date, to the fullest extent permissible under applicable law and without affecting or limiting either the Debtor Release or the Non-Debtor Release, and except as otherwise specifically provided in the Plan or the Confirmation Order, no Exculpated Party shall have or incur liability for, and each Exculpated Party hereby is exculpated from any claim or Cause of Action related to, any act or omission in connection with, relating to or arising out of the negotiation, solicitation, confirmation, execution or implementation (to the extent on or prior to the Effective Date) of, as applicable, the Company-Related Matters except for claims related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud, willful misconduct or gross negligence, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. Notwithstanding anything to the contrary in the foregoing, an Exculpated Party shall be entitled to exculpation solely for actions taken from the Petition Date through the Effective Date, and the exculpation set forth above does not exculpate (a) any obligations arising pursuant to or after the Effective Date of any party or Entity under the Plan, the Confirmation Order or any document, instrument or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, (b) any Retained Causes of Action or (c) any claims or Causes of Action arising out of, or related to, any act or omission of an Exculpated Party that is determined by a Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud, gross negligence or willful misconduct.

8.6 Injunction

Except as otherwise provided for in the Plan or for obligations issued pursuant hereto, all Entities that have held, hold, or may hold Claims or Equity Interests that have been released pursuant to Section 8.3 or Section 8.4 of the Plan, discharged pursuant to Section 8.1 of the Plan, or are subject to exculpation pursuant to Section 8.5 of the Plan are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Released Parties, or the Exculpated Parties: (a) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Equity Interests; (b) enforcing, attaching, collecting or recovering by any manner or means any judgment, award, decree or order against such Entities on account of or in connection with or with respect to any such Claims or Equity Interests; (c) creating, perfecting or enforcing any encumbrance of any kind against such Entities or the property or Estate of such Entities on account of or in connection with or with respect to any such Claims or Equity Interests; (d) asserting any right of setoff, subrogation or recoupment of any kind against any obligation due from such Entities or against the property or Estate of such Entities on account of or in connection with or with respect to any such Claims or Equity Interests unless such Holder has filed a motion requesting the right to perform such setoff on or before the Confirmation Date; and (e) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Equity Interests released, exculpated, or settled pursuant to the Plan.

No Person or Entity may commence or pursue a claim or Cause of Action of any kind against the Released Parties or the Exculpated Parties that relates to or is reasonably likely to relate to any act or omission in connection with, relating to or arising out of, in whole or in part, a claim or Cause of Action, as applicable, subject to the release and exculpation provisions of Article VIII of the Plan, without the Bankruptcy Court (a) first determining, after notice and a hearing, that such claim or Cause of Action represents a colorable claim not released or subject to exculpation under the Plan, and (b) specifically authorizing such Entity to bring such claim or Cause of Action, as applicable, against any such Exculpated Party. The Bankruptcy Court will have sole and exclusive jurisdiction to adjudicate the underlying colorable claim or Cause of Action.

8.7 Term of Injunction or Stays

Unless otherwise provided for in the Plan, the Confirmation Order or in a Final Order, all injunctions or stays arising under or entered during the Chapter 11 Cases under section 362 of the Bankruptcy Code or otherwise and in existence on the Confirmation Date shall remain in full force and effect until the later of the Effective Date and the date set forth in the order providing for such injunction or stay.

8.8 Protection Against Discriminatory Treatment

Consistent with section 525 of the Bankruptcy Code and the Supremacy Clause of the U.S. Constitution, no Entity, including any Governmental Authority, shall discriminate against the Reorganized Debtors, deny, revoke, suspend or refuse to renew a license, permit, charter, franchise or other similar grant to the Reorganized Debtors, or condition such a grant to, or discriminate with respect to such a grant against, the Reorganized Debtors or another Entity with whom the Reorganized Debtors have been associated, solely because each Debtor has been a debtor under chapter 11 of the Bankruptcy Code or has been insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases).

8.9 Recoupment

In no event shall any Holder of Claims or Equity Interests be entitled to recoup any Claim or Equity Interest against any Claim, right, or Cause of Action of the Debtors or the Reorganized Debtors, as applicable, unless such Holder actually has performed such recoupment and provided notice thereof in writing to the Debtors on or before the Confirmation Date, notwithstanding any indication in any Proof of Claim or Equity Interest or otherwise that such Holder asserts, has, or intends to preserve any right of recoupment.

8.10 Reimbursement or Contribution

If the Bankruptcy Court disallows a Claim for reimbursement or contribution of an Entity pursuant to section 502(e)(1)(B) of the Bankruptcy Code, then to the extent that such Claim is contingent as of the Effective Date, such Claim shall be forever disallowed notwithstanding section 502(j) of the Bankruptcy Code, unless prior to the Effective Date (a) such Claim has been adjudicated as noncontingent or (b) the relevant Holder of a Claim has filed a noncontingent Proof of Claim on account of such Claim and a Final Order has been entered determining such Claim as no longer contingent.

8.11 Document Retention

On and after the Effective Date, the Reorganized Debtors may maintain documents in accordance with their standard document retention policies, as may be altered, amended, modified or supplemented by the Reorganized Debtors.

ARTICLE IX
CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THE PLAN

9.1 Conditions Precedent to the Effective Date

It shall be a condition to the Consummation of the Plan and the occurrence of the Effective Date that the following conditions shall have been satisfied or waived pursuant to **Section 9.2** of the Plan:

(a) the Bankruptcy Court shall have entered the Confirmation Order, which shall be a Final Order, in form and substance consistent in all respects with the Restructuring Support Agreement and otherwise in form and substance acceptable to the parties to the Restructuring Support Agreement consistent with their consent and approval rights as set forth in the Restructuring Support Agreement;

(b) the Restructuring Support Agreement shall remain in full force and effect and shall not have been terminated;

(c) the Debtors shall have obtained all authorizations, consents, regulatory approvals, rulings, or documents that are necessary to implement and effectuate the Plan;

(d) the final version of each of the Plan, the Definitive Documents and all documents contained in any supplement to the Plan, including the Plan Supplement and any exhibits, schedules, amendments, modifications or supplements thereto or other documents contained therein shall have been executed or Filed, as applicable, in form and substance that is (i) consistent in all respects with the Restructuring Support Agreement and the Plan or (ii) otherwise acceptable to the applicable parties to the Restructuring Support Agreement consistent with their consent and approval rights as set forth in the Restructuring Support Agreement;

(e) the Final DIP Order shall remain in full force and effect;

(f) all accrued and unpaid Braskem Fees and Expenses, the Inbursa Advisors' Fees and Expenses, the Ad Hoc Group Advisors' Fees and Expenses, the Exit Notes Trustee's Fees and Expenses, the Senior Secured Notes Trustees' Fees and Expenses, the Equity SPV Notes Trustee's Fees and Expenses, and the Equity SPV Notes Administrator's Fees and Expenses shall have been paid in full in Cash in accordance with the Restructuring Support Agreement and the terms of the Plan;

(g) Braskem S.A. (or its Affiliate designee) shall have funded the Braskem Effective Date Funding;

(h) the Reorganized Equity to be issued and/or delivered on the Effective Date shall have been validly issued by Reorganized BI;

(i) the Exit Notes Documents shall have been duly executed and delivered by all of the Entities that are parties thereto and all conditions precedent to the issuance of the Exit Notes (other than any conditions related to the entry of the Confirmation Order and/or the occurrence of the Effective Date) shall have been satisfied or duly waived in writing in accordance with the terms thereof;

(j) the Equity SPV shall have been formed, the Equity SPV Notes Documents shall have been duly executed and delivered by all of the Entities that are parties thereto, and all conditions precedent to the issuance of the Equity SPV Notes (other than any conditions related to the entry of the Confirmation Order and/or the occurrence of the Effective Date) shall have been satisfied or duly waived in writing in accordance with the terms thereof;

(k) all Organizational Documents shall have been duly executed and, to the extent required by applicable law, duly filed with the appropriate authorities in the relevant jurisdiction;

(l) all professional fees and expenses of retained professionals that require the Bankruptcy Court's approval shall have been paid in full in Cash or the Professional Fee Reserve Amount has been funded in the Professional Fee Escrow Account as set forth in, and in accordance with, the Plan; and

(m) such other conditions as may be mutually agreed by the Debtors, Braskem and the Required Consenting Creditors, consistent with their consent and approval rights as set forth in the Restructuring Support Agreement.

9.2 Waiver of Conditions Precedent

With the consent of Braskem and the Required Consenting Creditors, the Debtors may amend, modify, supplement or waive any of the conditions to the Effective Date set forth in **Section 9.1** of the Plan at any time without any notice to any other parties in interest and without any further notice to or action, order or approval of the Bankruptcy Court, and without any formal action other than proceeding to confirm or consummate the Plan.

9.3 Substantial Consummation

"Substantial Consummation" of the Plan, as defined in section 1101(2) of the Bankruptcy Code, shall be deemed to occur on the Effective Date.

ARTICLE X
MODIFICATION, REVOCATION OR WITHDRAWAL OF THE PLAN

10.1 Modification of Plan

Subject to the terms, conditions, and the consent rights set forth in the Restructuring Support Agreement, including the consent of Braskem and the Required Consenting Creditors for any alteration or modification to the Plan, the Debtors reserve the right to alter, amend or modify the Plan (including any exhibit or Plan Supplement) and seek Confirmation consistent with the Bankruptcy Code and, as appropriate, not resolicit votes on such modified Plan. Subject to the requirements set forth in section 1127 of the Bankruptcy Code, Bankruptcy Rule 3019 and the

terms and the consent rights set forth in the Plan and the Restructuring Support Agreement, the Debtors expressly reserve the right to alter, amend or modify materially the Plan (including any exhibit or Plan Supplement) one or more times after Confirmation and, to the extent necessary, may initiate proceedings in the Bankruptcy Court to so alter, amend or modify the Plan (including any exhibit or Plan Supplement), or remedy any defect or omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement or the Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of the Plan.

10.2 Effect of Confirmation of the Plan on Modifications

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of all modifications, solely to the extent such modifications have been implemented in a manner consistent with the Restructuring Support Agreement (including the requirement that the Debtors obtain the consent of Braskem and the Required Consenting Creditors for any modification of the Plan or the other Restructuring Documents), to the Plan occurring after the solicitation of votes thereon pursuant to section 1127(a) of the Bankruptcy Code and a finding that such modifications to the Plan do not require additional disclosure or resolicitation under Bankruptcy Rule 3019.

10.3 Revocation or Withdrawal of Plan

Subject to the terms and conditions set forth in the Restructuring Support Agreement, the Debtors reserve the right, with the consent of Braskem and the Required Consenting Creditors, to revoke or withdraw the Plan before the Confirmation Date and to File subsequent chapter 11 plans. If the Debtors revoke or withdraw the Plan, or if Confirmation or the Effective Date does not occur, then: (a) the Plan will be null and void in all respects; (b) any allowance of a Claim or any other settlement or compromise embodied in the Plan, any assumption or rejection of Executory Contracts or Unexpired Leases effected by the Plan, and any document or agreement executed pursuant to the Plan will be null and void in all respects; and (c) nothing contained in the Plan shall (1) constitute a waiver or release of any Claims, Equity Interests or Causes of Action of or against the Debtors, (2) prejudice in any manner the rights of the Debtors or any other Entity or (3) constitute an admission, acknowledgement, offer or undertaking of any sort by the Debtors or any other Entity.

ARTICLE XI
RETENTION OF JURISDICTION

Pursuant to sections 105(c) and 1142 of the Bankruptcy Code and notwithstanding entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court will retain jurisdiction over all matters arising in, arising under or related to the Chapter 11 Cases and the Plan to the fullest extent permitted by law, including, among other things, jurisdiction to:

(a) allow, disallow, determine, liquidate, classify, estimate or establish the priority or secured or unsecured status of any Claim or Equity Interest, including the resolution of any request for payment of any Administrative Expense Claim and the resolution of any objections to the allowance or priority of Claims or Equity Interests;

(b) resolve any matters related to the assumption, assumption and assignment or rejection of any executory contract or unexpired lease to which a Debtor is a party or with respect to which the Debtors or Reorganized Debtors may be liable and to hear, determine, and, if necessary, liquidate any Claims arising therefrom;

(c) ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of the Plan;

(d) adjudicate, decide or resolve any motions, adversary proceedings, contested or litigated matters and any other matters and grant or deny any applications involving the Debtors that may be pending on the Effective Date;

(e) enter and implement such orders as may be necessary or appropriate to implement or consummate the provisions of the Plan and all contracts, instruments, releases and other agreements or documents created in connection with the Plan, the Disclosure Statement or the Confirmation Order;

(f) enter and enforce any order for the sale or transfer of property pursuant to sections 363, 1123 or 1146(a) of the Bankruptcy Code;

(g) resolve any cases, controversies, suits or disputes that may arise in connection with the consummation, interpretation or enforcement of the Plan, including any other contract, instrument, release (including the existence, nature, scope or enforcement of such release) or other agreement or document that is executed or created pursuant to the Plan, or any Person's rights arising from or obligations incurred in connection with the Plan or such documents;

(h) modify the Plan before or after the Effective Date pursuant to section 1127 of the Bankruptcy Code or modify the Confirmation Order, or any contract, instrument, release or other agreement or document created in connection with the Plan, the Disclosure Statement or the Confirmation Order, or remedy any defect or omission or reconcile any inconsistency in any Bankruptcy Court order, the Plan, the Confirmation Order or any contract, instrument, release or other agreement or document created in connection with the Plan or the Confirmation Order, in such manner as may be necessary or appropriate to consummate the Plan;

(i) hear and determine all applications for compensation and reimbursement of expenses of Professionals under sections 327, 330, 331, 363, 503(b), 1103 and 1129(a)(9) of the Bankruptcy Code; *provided*, *however*, that, from and after the Confirmation Date, the payment of fees and expenses of the Debtors and the Reorganized Debtors, including counsel fees, shall be made in the ordinary course of business and shall not be subject to the approval of the Bankruptcy Court;

(j) issue injunctions, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Person with consummation, implementation or enforcement of the Plan or the Confirmation Order;

(k) hear and determine Causes of Action by or on behalf of the Debtors or the Reorganized Debtors;

(l) hear and determine matters concerning state, local and federal taxes in accordance with sections 346, 505 and 1146 of the Bankruptcy Code;

(m) hear and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason or in any respect modified, stayed, reversed, revoked or vacated, or distributions pursuant to the Plan are enjoined or stayed;

(n) hear and determine whether and in what amount a Claim or Equity Interest is Allowed, including all requests for payment of Claims and Equity Interests entitled to priority pursuant to section 507 of the Bankruptcy Code;

(o) resolve any disputes concerning whether a Person had sufficient notice of the Chapter 11 Cases, the Disclosure Statement, any solicitation conducted in connection with the Chapter 11 Cases, any bar date established in the Chapter 11 Cases, or any deadline for responding or objecting to the amount of a cure, in each case, for the purpose of determining whether a Claim or Equity Interest is discharged hereunder or for any other purposes;

(p) recover all assets of the Debtors and property of the Estates, wherever located;

(q) determine any other matters that may arise in connection with or related to the Plan, the Plan Supplement, the Confirmation Order or any contract, instrument, release (including the releases in favor of the Released Parties) or other agreement or document created in connection with the Plan, the Plan Supplement or the Confirmation Order;

(r) enforce all orders, judgments, injunctions, releases, exculpations, indemnifications and rulings entered in, or entered in connection with, the Chapter 11 Cases, including enforcing the releases, injunctions, and exculpations set forth in the Plan or the DIP Orders;

(s) hear and determine such other matters as may be provided in the Confirmation Order or as may be authorized under the Bankruptcy Code; and

(t) enter orders closing the Chapter 11 Cases;

provided, *however*, that the Bankruptcy Court shall not retain (i) jurisdiction over disputes concerning documents contained as Exhibits in the Plan Supplement or any Restructuring Documents, in each case, that have a jurisdictional, forum selection or dispute resolution clause that refers disputes to or permits a Person to bring disputes to a different court and any disputes concerning documents contained in the Plan Supplement or any other Restructuring Documents that contain such clauses shall be governed in accordance with the provisions of such documents, or (ii) exclusive jurisdiction over the Reorganized Debtors' pursuit of any Retained Cause of Action, if applicable, in which case the Reorganized Debtors shall be entitled to pursue such Retained Cause of Action in a court of competent jurisdiction.

ARTICLE XII
MISCELLANEOUS PROVISIONS

12.1 Immediate Binding Effect

Subject to **Article X** of the Plan and notwithstanding Bankruptcy Rules 3020(e), 6004(h) or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan, the final versions of the documents contained in the Plan Supplement and the Confirmation Order shall be immediately effective and enforceable and deemed binding upon the Debtors or the Reorganized Debtors, as applicable, and any and all Holders of Claims or Equity Interests (regardless of whether the Holders of such Claims or Equity Interests are Impaired or Unimpaired, have or are deemed to have accepted or rejected the Plan, or failed to vote to accept or reject the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases and injunctions provided for in the Plan, each Entity acquiring property under the Plan or the Confirmation Order and any and all non-Debtor parties to Executory Contracts and Unexpired Leases. All Claims and Equity Interests shall be fixed, adjusted or compromised, as applicable, pursuant to the Plan regardless of whether any Holder of a Claim or Equity Interest has voted on the Plan.

12.2 Additional Documents

On or before the Effective Date, the Debtors may File, subject to, and solely to the extent not inconsistent, with the Restructuring Support Agreement, with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan. The Debtors or the Reorganized Debtors, as applicable, and all Holders of Claims or Equity Interests receiving distributions pursuant to the Plan and all other parties in interest shall, from time to time, prepare, execute and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan.

12.3 Reservation of Rights

Except as expressly set forth herein, the Plan shall have no force or effect unless the Bankruptcy Court enters the Confirmation Order, and the Confirmation Order shall have no force or effect unless the Effective Date occurs. Prior to the Effective Date, neither the Plan, any statement or provision contained in the Plan, nor any action taken or not taken by any Debtor with respect to the Plan, the Disclosure Statement, the Confirmation Order or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to the Holders of Claims or Equity Interests. Furthermore, and notwithstanding anything to the contrary in the Plan, in the event the Plan is not confirmed or consummated, the characterization of any Claim as secured or unsecured for purposes of classification and treatment under the Plan shall not constitute an admission, stipulation or binding determination as to the nature, extent, validity, priority, or enforceability of any Lien, security interest, or other encumbrance securing such Claim, and all parties in interest are hereby expressly reserved with respect thereto.

12.4 Successors and Assigns

The rights, benefits and obligations of any Entity named or referred to in the Plan or the Confirmation Order shall be binding on, and shall inure to the benefit of any heir, executor,

administrator, successor or assign, Affiliate, officer, director, manager, agent, representative, attorney, beneficiaries or guardian, if any, of each Entity.

12.5 Notice

Any pleading, notice, or other document required by the Plan to be served on or delivered to the Debtors or the Reorganized Debtors, as applicable, shall be served on:

The Debtors or the Reorganized Debtors	**Braskem Idesa, S.A.P.I.** Blvd. Manuel Avila Camacho 36 Piso 24 Col. Lomas de Chapultepec, CDMX, CP 11000 Attn: Gustavo Gindler Sergi Alonso Gómez del Campo Estrada
Attorneys to the Debtors	**Cleary Gottlieb Steen & Hamilton LLP** One Liberty Plaza New York, NY 10006 Attn: Richard J. Cooper Joshua Brody Thomas S. Kessler Jack Massey Michael Weinberg - and - **Hunton Andrews Kurth LLP** 600 Travis Street, Suite 4200 Houston, TX 77002 Attn: Timothy A. (“Tad”) Davidson II Ashley L. Harper Kaleb Bailey
Braskem	**Jones Day** 51 Louisiana Avenue NW Washington, D.C. 20001 Attn: Dan T. Moss
Inbursa	**Herbert Smith Freehills Kramer (US) LLP** 1177 6th Avenue New York, NY 10036 Attn: Rachael Ringer Kyle Ortiz Elan Daniels Andrew Citron Emily Mandell
Ad Hoc Group	**Davis Polk & Wardwell LLP**

450 Lexington Avenue
New York, NY 10017
Attn: Tim Graulich
David Schiff
Aryeh Ethan Falk

12.6 Payment of Statutory Fees

All fees payable pursuant to section 1930 of title 28, United States Code, as determined by the Bankruptcy Court, shall be paid for each quarter (including any fraction thereof) until the Chapter 11 Cases are converted, dismissed or closed, whichever occurs first.

12.7 Entire Agreement

Except as otherwise indicated, on the Effective Date, the Plan, the Plan Supplement and the Confirmation Order shall supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings and representations on such subjects, all of which have become merged and integrated into the Plan.

12.8 Exhibits

All exhibits and documents included in the Plan Supplement are an integral part of the Plan and are incorporated into the Plan as if set forth in full in the Plan. Unless otherwise ordered by the Bankruptcy Court, or as otherwise provided in the Confirmation Order or the applicable document included in the Plan Supplement, to the extent any exhibit, schedule, document, agreement or other Restructuring Document included in the Plan Supplement is inconsistent with the terms of any part of the Plan that does not constitute the Plan Supplement, the terms of the applicable exhibit, schedule, document, agreement or other Restructuring Document included in the Plan Supplement shall control. After the exhibits and documents are Filed, copies of such exhibits and documents shall be made available upon written request to the Debtors' counsel at the address above or by downloading such exhibits and documents from (a) the website of the Claims and Solicitation Agent at https://restructuring.ra.kroll.com/BraskemIdesa/ or (b) the Bankruptcy Court's website at www.txs.uscourts.gov/page/bankruptcy-court.

12.9 Nonseverability of Plan Provisions

If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired or invalidated by such holding, alteration or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (a) valid and enforceable pursuant to its terms, (b) integral to the Plan and (c) non-severable and mutually dependent.

12.10 Votes Solicited in Good Faith

Upon entry of the Confirmation Order, the Debtors will be deemed to have solicited votes on the Plan in good faith and in compliance with section 1125(g) of the Bankruptcy Code, and pursuant to section 1125(e) of the Bankruptcy Code, the Exculpated Parties, the directors and officers of any of the Debtors, each of the Debtors and Reorganized Debtors, and with respect to the foregoing, the Related Parties thereto will be deemed to have participated in good faith and in compliance with the Bankruptcy Code in the offer, issuance, sale and purchase of Securities offered and sold under the Plan and any previous plan, and, therefore, no such parties nor individuals or the Reorganized Debtors will have any liability for the violation of any applicable law, rule or regulation governing the solicitation of votes on the Plan or the offer, issuance, sale or purchase of the Securities offered and sold under the Plan and any previous plan.

12.11 Request for Expedited Determination of Taxes

The Debtors or the Reorganized Debtors, as the case may be, shall have the right to request an expedited determination under section 505(b) of the Bankruptcy Code with respect to tax returns filed, or to be filed, for any and all taxable periods ending after the Petition Date through the Effective Date.

12.12 Closing of Chapter 11 Cases

As of the Effective Date, all of the Chapter 11 Cases, other than the Remaining Case, shall be closed (and the Confirmation Order shall serve as the final decree for such cases) without the need for further motion, notice or order. After Professionals' final applications have been Filed, heard (if applicable) and resolved pursuant to **Section 2.2** of the Plan, the Reorganized Debtor in the Remaining Case may submit an order to the Bankruptcy Court under certification of counsel closing the Remaining Case; *provided* that matters concerning Claims may be heard and adjudicated in any Debtor's or Reorganized Debtor's Chapter 11 Case that remains open regardless of whether the applicable Claim is against a Debtor or Reorganized Debtor in a Chapter 11 Case that is closed.

Notwithstanding any prior order entered in the Chapter 11 Cases to the contrary (*e.g.*, any joint administration order), on or after the Confirmation Date, the Debtors or Reorganized Debtors are authorized, without further order of the Bankruptcy Court, to revise the consolidated case caption of the Chapter 11 Cases, thereby reflecting changes to any of the Debtors' or Reorganized Debtors' legal names, by filing a notice of such change with the Bankruptcy Court. Upon the filing of such notice of caption change, the Debtors or the Reorganized Debtors and all other parties are directed to use such updated case caption in all further pleadings and other papers filed in the Chapter 11 Cases and any adversary proceeding commenced thereunder.

Furthermore, the Claims and Solicitation Agent is authorized to destroy all paper or hardcopy records related to the Chapter 11 Cases two years after the Effective Date has occurred.

12.13 No Admissions

Notwithstanding anything herein to the contrary, nothing in the Plan shall be deemed as an admission by the Debtors with respect to any matter set forth herein, including liability on any Claim.

12.14 Waiver or Estoppel

Each Holder of a Claim or Interest shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim or Interest should be Allowed in a certain amount, in a certain priority, secured or not subordinated by virtue of an agreement made with the Debtors or their counsel, or any other Entity, if such agreement or the Debtors' or the Reorganized Debtors' right to enter into settlements was not disclosed in the Plan, the Disclosure Statement or a pleading Filed with the Bankruptcy Court or the Claims and Solicitation Agent prior to the Confirmation Date.

[The remainder of this page is intentionally left blank.]

Dated: August 17, 2026
Houston, Texas

BRASKEM IDESA S.A.P.I.

By: */s/ Gustavo Gindler Sergi*
Name: Gustavo Gindler Sergi
Title: Chief Executive Officer

By: */s/ Alonso Gómez del Campo Estrada*
Name: Alonso Gómez del Campo Estrada
Title: General Counsel

BRASKEM IDESA SERVICIOS, S.A. de C.V.

By: */s/ Gustavo Gindler Sergi*
Name: Gustavo Gindler Sergi
Title: Chief Executive Officer

By: */s/ Alonso Gómez del Campo Estrada*
Name: Alonso Gómez del Campo Estrada
Title: General Counsel

BRASKEM IDESA ETHANE LLC

By: */s/ Gustavo Gindler Sergi*
Name: Gustavo Gindler Sergi
Title: Chief Executive Officer

By: */s/ Alonso Gómez del Campo Estrada*
Name: Alonso Gómez del Campo Estrada
Title: Legal Director

EXHIBIT G

FORM OF INITIAL DIP BUDGET

[See attached.]

DRAFT - Subject to Material Change

Project Lavoisier
Initial DIP Budget

($ thousands)

Period	*Fcst*	*Fcst*	*Fcst*	*Fcst*	*Fcst*	*Fcst*	*Fcst*	*Fcst*	*Fcst*	*Fcst*	*Fcst*	*Fcst*	*Fcst*	
Forecast Week	*1*	*2*	*3*	*4*	*5*	*6*	*7*	*8*	*9*	*10*	*11*	*12*	*13*	
Pre / Post - Petition	*Post-Petition*	*Post-Petition*	*Post-Petition*	*Post-Petition*	*Post-Petition*	*Post-Petition*	*Post-Petition*	*Post-Petition*	*Post-Petition*	*Post-Petition*	*Post-Petition*	*Post-Petition*	*Post-Petition*	
Week Ending	**21-Aug**	**28-Aug**	**4-Sep**	**11-Sep**	**18-Sep**	**25-Sep**	**2-Oct**	**9-Oct**	**16-Oct**	**23-Oct**	**30-Oct**	**6-Nov**	**13-Nov**	**Total**
Total Receipts	**14,514**	**13,554**	**13,957**	**9,055**	**12,568**	**15,465**	**16,379**	**11,264**	**13,114**	**13,497**	**21,750**	**19,577**	**16,917**	**191,611**
Feedstock and Raw Materials	(1,554)	(15,918)	(18,820)	(11,058)	(3,114)	(11,493)	(12,281)	(10,865)	(7,020)	(8,169)	(17,317)	(11,527)	(6,970)	(136,107)
Logistics and Transportation	(3,662)	(13,585)	(3,765)	(3,961)	-	(10,390)	-	-	-	-	(10,230)	(1,509)	(3,376)	(50,478)
GFD and Payroll	(470)	(481)	(1,408)	(1,536)	(4,494)	(1,233)	(1,164)	(1,047)	(2,439)	(1,674)	(924)	(1,075)	(416)	(18,360)
Insurance and Taxes	-	(13)	(977)	(2,013)	(7,931)	-	(845)	(1,477)	(1,691)	(1,385)	(159)	(809)	(5,862)	(23,163)
All Other Prepetition Trade	(25,000)	(25,000)	(20,000)	(15,000)	(10,000)	(3,500)	(3,500)	(3,500)	(3,500)	(3,500)	(3,500)	(3,500)	(3,941)	(123,441)
Total Disbursements	**(30,687)**	**(54,996)**	**(44,970)**	**(33,568)**	**(25,539)**	**(26,617)**	**(17,791)**	**(16,888)**	**(14,649)**	**(14,728)**	**(32,130)**	**(18,419)**	**(20,565)**	**(351,549)**
Total Operation Cash Flow	**$ (16,173)**	**$ (41,442)**	**$ (31,014)**	**$ (24,513)**	**$ (12,972)**	**$ (11,151)**	**$ (1,412)**	**$ (5,624)**	**$ (1,535)**	**$ (1,231)**	**$ (10,380)**	**$ 1,158**	**$ (3,649)**	**$ (159,938)**
Professional Fees	(1,797)	(1,150)	(1,125)	(1,323)	(1,000)	(7,855)	(850)	(850)	(850)	(850)	(4,228)	(875)	(1,650)	(24,404)
Other	(27,956)	(4,000)	-	-	(20,000)	(90)	-	-	-	-	(300)	-	(23)	(52,369)
Total Non-Operating Costs	**(29,753)**	**(5,150)**	**(1,125)**	**(1,323)**	**(21,000)**	**(7,945)**	**(850)**	**(850)**	**(850)**	**(850)**	**(4,528)**	**(875)**	**(1,673)**	**(76,772)**
New Money	230,000	-	-	-	-	49,000	-	-	-	-	-	-	-	279,000
Total Financing	**230,000**	**-**	**-**	**-**	**-**	**49,000**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**279,000**
Beginning Cash	$ 16,662	$ 200,736	$ 154,144	$ 122,005	$ 96,169	$ 62,197	$ 92,100	$ 89,838	$ 83,364	$ 80,979	$ 78,897	$ 63,990	$ 64,273	$ 16,662
Net Cash Flow	184,074	(46,592)	(32,139)	(25,836)	(33,972)	29,903	(2,262)	(6,474)	(2,385)	(2,081)	(14,908)	283	(5,321)	42,290
Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ending Cash	**$ 200,736**	**$ 154,144**	**$ 122,005**	**$ 96,169**	**$ 62,197**	**$ 92,100**	**$ 89,838**	**$ 83,364**	**$ 80,979**	**$ 78,897**	**$ 63,990**	**$ 64,273**	**$ 58,952**	**$ 58,952**
Minimum Liquidity	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)
Ending Liquidity	**$ 150,736**	**$ 104,144**	**$ 72,005**	**$ 46,169**	**$ 12,197**	**$ 42,100**	**$ 39,838**	**$ 33,364**	**$ 30,979**	**$ 28,897**	**$ 13,990**	**$ 14,273**	**$ 8,952**	**$ 8,952**

Notes:
(1) Week ended August 21 includes post-petition activity only.

EXHIBIT H

[Reserved.]

EXHIBIT I

INTERIM DIP ORDER

[See attached.]

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
BRASKEM IDESA, S.A.P.I., *et al.*, [1]	)	Case No. 26-[●] (●)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket No.**

INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO (A) OBTAIN POSTPETITION FINANCING AND (B) USE CASH COLLATERAL, (II) GRANTING LIENS AND PROVIDING CLAIMS WITH SUPERPRIORITY ADMINISTRATIVE EXPENSE STATUS, (III) GRANTING ADEQUATE PROTECTION TO THE PREPETITION SECURED PARTIES, (IV) MODIFYING THE AUTOMATIC STAY, (V) SCHEDULING A FINAL HEARING AND (VI) GRANTING RELATED RELIEF

Upon the motion (the "**DIP Motion**")[2] of Braskem Idesa, S.A.P.I. and each of its affiliates that are debtors and debtors-in-possession (each, a "**Debtor**" and, collectively, the "**Debtors**") in the above-captioned cases (the "**Chapter 11 Cases**"), and pursuant to sections 105, 361, 362, 363(b), 363(c)(2), 363(m), 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1), 364(e), 503, 506(c) and 507 of title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (the "**Bankruptcy Code**"), Rules 2002, 4001, 6003, 6004 and 9014 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), Rules 2002-1, 4001-1(b), 4002-1(i) and 9013-1 of the Bankruptcy Local Rules of the United States Bankruptcy Court for the Southern District of Texas (the "**Local Rules**") and the Procedures for Complex Cases in the Southern District of

[1] The Debtors, together with each of the Debtors' tax identification numbers, as applicable, are: Braskem Idesa, S.A.P.I. (Tax Identification Number: BID100428IX6); Braskem Idesa Servicios, S.A. de C.V. (Tax Identification Number: BIS101213MW9); and Braskem Idesa Ethane LLC (Texas File Number: 806708464). The location of the corporate headquarters and the service address for the Debtors is: Blvd. Manuel Ávila Camacho 36, 24th floor, Col. Lomas de Chapultepec – Miguel Hidalgo, CDMX – México, 11000.

[2] Capitalized terms used but not defined herein are given the meanings ascribed to such terms in the DIP Facility Agreement (as defined herein) or the DIP Motion, as applicable.

Texas (the "**Complex Case Procedures**" and, together with the Local Rules, the "**Bankruptcy Local Rules**"), seeking entry of this interim order (this "**Interim Order**") and the Final Order (as defined herein) as applicable, among other things:

(i) authorizing Braskem Idesa, S.A.P.I. (in such capacity, the "**DIP Borrower**" or the "**Company**") to obtain postpetition financing (the "**DIP Financing**") pursuant to a superpriority, senior secured and priming, delayed-draw debtor-in-possession facility (the "**DIP Facility**") subject to the terms and conditions set forth in that certain Superpriority Debtor-in-Possession Credit Agreement attached in substantially final form as **Exhibit 1** (as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the "**DIP Facility Agreement**"), by and among the DIP Borrower, the DIP Guarantors (as defined herein), Braskem Netherlands B.V. (or any affiliate designee, together with one or more affiliates thereof), from time to time party thereto, as lenders (solely in their capacity as such, collectively, the "**DIP Lenders**" or "**DIP Lender**") and TMF Mexico Business Process, S. De R.L. De C.V., as collateral agent (the "**DIP Collateral Agent**" and together with the DIP Lenders, the "**DIP Secured Parties**"), in an aggregate principal amount of approximately $408.89 million (the "**DIP Loans**"), consisting of:

a. commitments from the DIP Lenders to advance new money superpriority secured term loans in an initial aggregate principal amount of $279 million (the "**DIP Commitments**") for all DIP Lenders consisting of:

i. $230 million to be made pursuant to the DIP Facility Agreement upon entry by the Court of this Interim Order, on the terms and subject to the conditions in the DIP Facility Agreement (the "**Interim New Money Loans**");

ii. $49 million to be made pursuant to the DIP Facility Agreement upon the entry of the Court of the Final Order, on the terms and subject to the conditions in the DIP Facility Agreement (the "**Final New Money Loans**" and, together with the Interim New Money Loans, the "**New Money Loans**");

b. upon entry of the Interim Order, and subject to the terms and conditions set forth in the DIP Facility Agreement, an automatic roll-up and conversion, on a dollar-for-dollar, cashless basis of approximately $103.91 million in Eligible Prepetition Secured Claims (as defined below) held by the DIP Lenders in the aggregate, directly or indirectly, or by any Affiliate, designee or beneficial holder thereof, into term loans deemed outstanding under the DIP Facility Agreement (all such roll-up loans, "**Rolled-Up Loans**" and together with the New Money Loans, the "**DIP Loans**") on the date on which the Interim New Money Loans are made by any DIP Lender under the DIP Facility Agreement to the extent that the Interim New Money Loans have been funded in full (such Rolled-Up Loans, the "**Interim Rolled-Up Loans**" and the amount of such Interim Rolled-Up Loans, together with the amount of the Interim New Money Loans, the "**Interim Amount**"), which Interim Rolled-Up Loans shall be in addition to, and shall not reduce or be counted against, the DIP Commitments or the New Money Loans; and

c. upon entry of the Final Order, and subject to the terms and conditions set forth in the DIP Facility Agreement, an automatic roll-up and conversion, on a dollar-for-dollar, cashless basis of approximately $25.98 million in Eligible Prepetition Secured Claims held by the DIP Lenders in the aggregate, directly or indirectly, or by any Affiliate, designee or beneficial holder thereof, into term loans deemed outstanding under the DIP Facility Agreement on the date on which the Final New Money Loans are made by any DIP Lender under the DIP Facility Agreement to the extent that the Final New Money Loans have been funded in full (such Rolled-Up Loans together with the Interim Rolled-Up Loans, the "**Roll-Up**"); which Rolled-Up Loans shall likewise be in addition to, and shall not reduce or be counted against, the DIP Commitments or the New Money Loans.

(ii) authorizing the Debtors to jointly and severally guarantee the DIP Loans and the other DIP Obligations (as defined herein) (such guarantors, other than the DIP Borrower, the "**DIP Guarantors**" and, together with the DIP Borrower, the "**DIP Credit Parties**");[3]

(iii) authorizing the DIP Credit Parties and directing the applicable Prepetition Agents and Trustees, as applicable, to execute, deliver and perform under the DIP Facility Agreement and all other documentation related to the DIP Facility, including, without limitation, as applicable, security agreements, trust agreements (including the Mexican Security Trust Amendment (as defined herein), the Mexican Share Pledge Amendment (as defined herein) and the Mexican Non-Possessory Pledge Amendment (as defined herein)), pledge agreements, control agreements, mortgages, deeds, charges, guarantees, promissory notes, intercompany notes, certificates, instruments, intellectual property security agreements, notes,

[3] For the avoidance of doubt, Braskem Idesa's non-debtor joint venture Terminal Química Puerto México S.A.P.I. ("**TQPM**") shall not be a guarantor under the DIP Facility.

syndication notices and subscription forms, fee or premium letters and such other documents that may be reasonably requested by the DIP Secured Parties in connection with the DIP Facility, in each case, as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time in accordance with the terms thereof, of the DIP Facility Agreement and hereof (collectively, together with the DIP Facility Agreement, any other Loan Documents, this Interim Order and, upon entry thereof, the Final Order, the "**DIP Documents**");

(iv) (x) directing the Collateral Agent (as defined herein) to take all necessary actions to enter into the Mexican Security Trust Amendment, the Mexican Share Pledge Amendment and the Mexican Non-Possessory Pledge Amendment, in order to give effect, and ensure compliance with, this Interim Order, including the priorities and turnover provisions hereof; (y) subject to the provision of adequate protection described herein and paragraph 10 hereof, deeming the Intercreditor Agreement (as defined herein) to be amended, altered and modified by the terms of this Interim Order and the DIP Documents to provide for the DIP Superpriority Claims (as defined herein), the DIP Liens (as defined herein) and priorities set forth in this Interim Order and other DIP Documents; and (z) subject to the provision of adequate protection described herein and paragraph 10 hereof, deeming the creditors and parties under the Intercreditor Agreement (as defined herein) as having approved any and all amendments to the Mexican Security Trust Amendment, the Mexican Share Pledge Amendment and the Mexican Non-Possessory Pledge Amendment, exclusively for the purposes of giving effect, and ensure compliance with, this Interim Order, including the priorities and turnover provisions hereof;

(v) authorizing the DIP Credit Parties to incur, and jointly and severally guarantee, loans, advances, extensions of credit, financial accommodations, reimbursement obligations, fees and premiums (including, without limitation, commitment premiums, upfront fees, backstop premiums, exit premiums, fronting fees, administrative agency fees, collateral agency or security trustee fees and any other fees or premiums payable pursuant to the DIP Documents), costs, expenses and other liabilities and all other obligations (including indemnities and similar obligations, whether contingent or absolute) and all other obligations due or payable under the DIP Documents (collectively, the "**DIP Obligations**"), and to perform such other and further acts as may be required, necessary, desirable or appropriate in connection therewith;

(vi) authorizing the Debtors to effectuate and incur the Rolled-Up Loans pursuant to the terms of this Interim Order, and upon entry of the Final Order, as applicable;

(vii) subject and subordinate to the Carve-Out (as defined herein), granting to the DIP Secured Parties allowed superpriority administrative expense claims pursuant to section 364(c)(1) of the Bankruptcy Code in respect of all DIP Obligations of the DIP Credit Parties;

(viii) subject and subordinate to the Carve-Out and any liens senior by operation of law, granting to the DIP Collateral Agent, for the benefit of the DIP Lenders, valid, enforceable, non-avoidable and automatically perfected liens pursuant to sections 364(c)(2) and 364(c)(3) of the Bankruptcy Code and priming liens pursuant to section 364(d) of the Bankruptcy Code on all DIP Collateral (as defined herein), including, without limitation, all Cash Collateral, Trust Collateral (each as defined herein) and all residual interest of the DIP Borrower in TQPM (so long as no third-party consent is required with respect to such residual interests in TQPM) and, subject only to and effective upon entry of the Final Order, any Avoidance Proceeds (as defined herein);

(ix) authorizing the Debtors, the DIP Secured Parties, the Prepetition Agents and Trustees and the other respective Prepetition Secured Parties (each as defined herein) to take all actions necessary or desirable to implement and effectuate the terms of this Interim Order;

(x) waiving (A) all rights to surcharge the Prepetition Collateral (as defined herein) and the DIP Collateral (together, the "**Collateral**") pursuant to section 506(c) of the Bankruptcy Code and (B) any "equities of the case" exception under section 552(b) of the Bankruptcy Code; *provided* that the foregoing waiver shall be without prejudice to any provisions of the Final Order;

(xi) solely to the extent provided herein, waiving the equitable doctrine of "marshaling" and other similar doctrines (A) with respect to the DIP Collateral for the benefit of any party other than the DIP Secured Parties and (B) with respect to any of the Prepetition Collateral (including Cash Collateral) for the benefit of any party other than the Prepetition Secured Parties; *provided* that the foregoing waiver shall be without prejudice to any provisions of the Final Order;

(xii) authorizing the Debtors to use proceeds of the DIP Facility and Cash Collateral solely in accordance with this Interim Order, the Final Order (upon its entry) and the other DIP Documents;

(xiii) authorizing the Debtors to pay the principal, interest, fees, expenses, reimbursements, and other amounts payable under this Interim Order, the Final Order (upon its entry) and the other DIP Documents (including the DIP Obligations) as such become earned, due and payable to the extent provided in, and in accordance with, this Interim Order, the Final Order (upon its entry) and the other DIP Documents;

(xiv) subject to the restrictions set forth in this Interim Order, the Final Order (upon its entry) and the other DIP Documents, authorizing the Debtors to use the Prepetition Collateral, including Cash Collateral of the Prepetition Secured Parties under the Prepetition Credit Documents (as defined herein) and provide adequate protection as and to the extent set forth herein, to the Prepetition Agents and Trustees for the benefit of the Prepetition Secured Parties for any diminution in value of their respective interests in the applicable Prepetition Collateral

(including Cash Collateral), for any reason provided for under the Bankruptcy Code, including any diminution in value resulting from the imposition of the automatic stay under section 362 of the Bankruptcy Code (the "**Automatic Stay**"), the Debtors' use, sale or lease of the Prepetition Collateral (including Cash Collateral) and, where applicable, the priming of their respective interests in the Prepetition Collateral (including, for the avoidance of doubt, Cash Collateral and Trust Collateral);

(xv) vacating and modifying the Automatic Stay to the extent set forth herein and as necessary to permit the Debtors and their affiliates, the DIP Secured Parties and the Prepetition Secured Parties to implement and effectuate the terms and provisions of this Interim Order and the other DIP Documents (including, upon entry, the Final Order), and to deliver any notices of termination described below and as further set forth herein;

(xvi) waiving any applicable stay (including under Bankruptcy Rule 6004) and providing for immediate effectiveness of this Interim Order and, upon entry, the Final Order; and

(xvii) scheduling a final hearing (the "**Final Hearing**") to consider final approval of the DIP Facility and use of Cash Collateral pursuant to a proposed final order (the "**Final Order**"), as set forth in the DIP Motion and the DIP Documents filed with this Court.

The Court having considered the interim relief requested in the DIP Motion, the exhibits attached thereto, the *Declaration of Ryan Omohundro in Support of the Debtors' Chapter 11 Petitions and First Day Motions* (the "**Omohundro Declaration**"), the *Declaration of Christian Tempke in Support of the Debtors' Emergency Motion for Interim and Final Orders (i) Authorizing the Debtors to (a) Obtain Postpetition Financing and (b) Use Cash Collateral; (ii) Granting Liens and Providing Claims with Superpriority Administrative Expense Claims Status; (iii) Granting Adequate Protection to the Prepetition Secured Parties (iv) Modifying the Automatic Stay; (v) Scheduling a Final Hearing, and (vi) Granting Related Relief* (the "**Tempke Declaration**" and together with the Omohundro Declaration, the "**DIP Declarations**"), the available DIP Documents and the evidence submitted and arguments made at the interim hearing held on the DIP Motion (the "**Interim Hearing**"); and due and sufficient notice of the Interim Hearing having been given in accordance with Bankruptcy Rules 2002, 4001(b), (c) and (d) and

all applicable Bankruptcy Local Rules; and the Interim Hearing having been held and concluded; and all objections, if any, to the interim relief requested in the DIP Motion having been withdrawn, resolved or overruled by the Court; and it appearing that approval of the interim relief requested in the DIP Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates pending the Final Hearing, otherwise is fair and reasonable and in the best interests of the Debtors and their estates, and is essential for the continued operation of the Debtors' businesses and the preservation of the value of the Debtors' assets; and it appearing that the Debtors' entry into the DIP Documents is a sound and prudent exercise of the Debtors' business judgment and satisfies the "entire fairness" standard to the extent applicable; and after due deliberation and consideration, and good and sufficient cause appearing therefor,

BASED UPON THE RECORD ESTABLISHED AT THE INTERIM HEARING, THE COURT MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:[4]

A. *Petition Date*. On August 17, 2026 (the "**Petition Date**"), each of the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code with the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "**Court**"). The Chapter 11 Cases are being jointly administered.

B. *Debtors in Possession*. The Debtors have continued in the management and operation of their business and properties as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

[4] The findings and conclusions set forth herein constitute the 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 that 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.

C. *Jurisdiction and Venue*. This Court has core jurisdiction over the Chapter 11 Cases, the DIP Motion and the parties and property affected hereby, including the Collateral, pursuant to 28 U.S.C. § 1334 and the *Amended Standing Order of Reference from the United States District Court for the Southern District of Texas*, dated May 24, 2012. Consideration of the DIP Motion constitutes a core proceeding pursuant to 28 U.S.C. § 157(b)(2). The Court may enter a final order approving the relief sought in the DIP Motion consistent with Article III of the United States Constitution. Venue for the Chapter 11 Cases and proceedings on the DIP Motion is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. The predicates for the relief sought herein are sections 105, 361, 362, 363(b), 363(c), 363(e), 363(m), 364(c), 364(d), 364(e), 503, 506, 507 and 552 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 6003, 6004 and 9014 and Bankruptcy Local Rules 2002-1, 4001-1(b), 4002-1(i) and 9013-1.

D. *Committee Formation*. As of the date hereof, the United States Trustee for the Southern District of Texas (the "**U.S. Trustee**") has not appointed an official committee of unsecured creditors in these Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code.

E. *Notice*. The Interim Hearing was held pursuant to Bankruptcy Rules 4001(b)(2) and (c)(2). Proper, timely, adequate and sufficient notice of the Interim Hearing and the DIP Motion has been provided in accordance with the Bankruptcy Code, the Bankruptcy Rules and the Bankruptcy Local Rules, and no other or further notice is necessary or required under the circumstances to enter this Interim Order. The interim relief granted herein is necessary to avoid immediate and irreparable harm to the Debtors and their estates pending the Final Hearing. The DIP Motion complies with the requirements of Bankruptcy Local Rule 4001-1(b).

F. *Cash Collateral*. As used herein, the term "**Cash Collateral**" shall mean all of the Debtors' cash, wherever located and held, including cash in deposit accounts, that constitutes

or will constitute "cash collateral" of any of the Prepetition Secured Parties and DIP Secured Parties within the meaning of section 363(a) of the Bankruptcy Code.

G. *Debtors' Stipulations*. Subject only to the provisions and limitations contained in paragraph 21 hereof (including the Challenge Period, as defined therein), and after consultation with their attorneys and financial advisors, and in exchange for and as a material inducement to the Prepetition Secured Parties to consent to access the Cash Collateral and subordination of the Prepetition Liens (as defined below) to the Carve-Out and DIP Liens, the Debtors admit, stipulate and agree that:

(i) 2029 Notes.

A. *2029 Notes Indenture*. Pursuant to that certain Indenture for the 7.450% Senior Secured Notes due 2029 (the "**2029 Notes**"), dated as of December 2, 2019 (the "**2029 Notes Indenture**" and, collectively with the Intercreditor Agreement, the Security Documents (as defined in the Intercreditor Agreement) and any other agreements and documents executed or delivered in connection therewith, each as may be amended, restated, amended and restated, supplemented, waived or otherwise modified prior to the Petition Date, the "**2029 Notes Documents**"), by and among (a) Braskem Idesa, S.A.P.I., as issuer (in such capacity, the "**2029 Notes Issuer**") and (b) Deutsche Bank Trust Company Americas, as trustee, registrar, paying agent and transfer agent (in such capacities together with any successor thereto, the "**2029 Notes Trustee**") for the benefit of the holders of the 2029 Notes (collectively, the "**2029 Noteholders**," together with the 2029 Notes Trustee and other Secured Parties (as defined in the Intercreditor Agreement) with respect to the 2029 Notes, in each case in such capacities, the "**2029 Notes Secured Parties**"), the 2029 Notes Issuer issued the 2029 Notes and Braskem Idesa Servicios, S.A. de C.V. (the "**2029 Notes Guarantor**") guaranteed on a joint and several basis the

obligations of the 2029 Notes Issuer under the 2029 Notes Indenture and the other 2029 Notes Documents.

B. *2029 Notes Obligations*. The 2029 Notes Issuer and the 2029 Notes Guarantor are justly and lawfully indebted and liable to the 2029 Notes Secured Parties without defense, challenge, objection, claim, counterclaim or offset of any kind, in the aggregate principal amount of not less than $900 million of the outstanding 2029 Notes, which notes were issued by the 2029 Notes Issuer pursuant to, and in accordance with the terms of, the 2029 Notes Documents, plus any accrued and unpaid interest thereon and on any overdue interest, and any premiums, reimbursement obligations (contingent or otherwise), fees, costs, expenses, disbursements (including any attorneys', accountants', appraisers' and financial advisors' fees and related expenses and disbursements), costs, charges and indemnities and any other amounts, liabilities or obligations of whatever nature, whenever arising or accruing (whether before or after the Petition Date), that may be due, owing, chargeable or reimbursable in connection therewith, in each case, as and to the extent provided in the 2029 Notes Documents, including all Obligations (as defined in the 2029 Notes Indenture) (collectively, the "**2029 Notes Obligations**"), which 2029 Notes Obligations have been guaranteed on a joint and several basis by the 2029 Notes Guarantor.

C. *2029 Notes Liens*. As set forth more fully in the 2029 Notes Documents, as of the Petition Date, pursuant to and in connection with the 2029 Notes Documents, to secure the 2029 Notes Obligations, the 2029 Notes Issuer, 2029 Notes Guarantor, and certain other grantors party to the Security Documents granted to the 2029 Notes Trustee, for the benefit of itself and the other 2029 Notes Secured Parties, valid, binding, non-avoidable, properly perfected and enforceable continuing liens on and security interests (collectively, the "**2029 Notes Liens**") in the "Collateral" as defined in the Intercreditor Agreement (the "**2029 Notes Collateral**").

(ii) 2032 Notes.

D. *2032 Notes Indenture*. Pursuant to that certain Indenture for the 6.990% Senior Secured Notes due 2032 (the "**2032 Notes**" and together with the 2029 Notes, the "**Prepetition Notes**"), dated as of October 20, 2021 (the "**2032 Notes Indenture**," together with the 2029 Notes Indenture, the "**Prepetition Notes Indentures**," and the 2032 Notes Indenture collectively with the Intercreditor Agreement, the Security Documents and any other agreements and documents executed or delivered in connection therewith, each as may be amended, restated, amended and restated, supplemented, waived or otherwise modified prior to the Petition Date, the "**2032 Notes Documents**"), by and among (a) Braskem Idesa, S.A.P.I., as issuer (in such capacity, the "**2032 Notes Issuer**") and (b) The Bank of New York Mellon, as trustee, paying agent, registrar and transfer agent (in such capacity together with any successor thereto, including Wilmington Savings Fund Society, FSB, the "**2032 Notes Trustee**") for the benefit of the holders of the 2032 Notes (collectively, the "**2032 Noteholders**," together with the other Secured Parties with respect to the 2032 Notes, in each case in such capacities, the "**2032 Notes Secured Parties**" and together with the 2029 Notes Secured Parties, the "**Prepetition Notes Secured Parties**"), the 2032 Notes Issuer issued the 2032 Notes and Braskem Idesa Servicios, S.A. de C.V. (the "**2032 Notes Guarantor**") guaranteed on a joint and several basis the obligations of the 2032 Notes Issuer under the 2032 Notes Indenture and the other 2032 Notes Documents.

E. *2032 Notes Obligations*. The 2032 Notes Issuer and the 2032 Notes Guarantor are justly and lawfully indebted and liable to the 2032 Notes Secured Parties without defense, challenge, objection, claim, counterclaim or offset of any kind, in the aggregate principal amount of not less than $1.2 billion of the outstanding 2032 Notes, which notes were issued by the 2032

Notes Issuer pursuant to, and in accordance with the terms of, the 2032 Notes Documents, plus any accrued and unpaid interest thereon and on any overdue interest, and any premiums, reimbursement obligations (contingent or otherwise), fees, costs, expenses, disbursements (including any attorneys', accountants', appraisers' and financial advisors' fees and related expenses and disbursements), costs, charges and indemnities and any other amounts, liabilities or obligations of whatever nature, whenever arising or accruing (whether before or after the Petition Date), that may be due, owing, chargeable or reimbursable in connection therewith, in each case, as and to the extent provided in the 2032 Notes Documents, including all Obligations (as defined in the 2032 Notes Indenture) (collectively, the "**2032 Notes Obligations**" and together with the 2029 Notes Obligations, the "**Prepetition Notes Obligations**"), which 2032 Notes Obligations have been guaranteed on a joint and several basis by the 2032 Notes Guarantor.

F. *2032 Notes Liens*. As set forth more fully in the 2032 Notes Documents, as of the Petition Date, pursuant to and in connection with the 2032 Notes Documents, to secure the 2032 Notes Obligations, the 2032 Notes Issuer, 2032 Notes Guarantor, and certain other grantors party to the Security Documents granted to the 2032 Notes Trustee, for the benefit of itself and the other 2032 Notes Secured Parties, valid, binding, non-avoidable, properly perfected and enforceable continuing liens on and security interests (collectively, the "**2032 Notes Liens**") in the "Collateral" as defined in the Intercreditor Agreement (the "**2032 Notes Collateral**").

(iii) Prepetition Term Loans.

G. *Prepetition Term Loan Credit Agreement*. Pursuant to that certain Amended and Restated Credit Agreement, dated as of October 22, 2025 (the "**Prepetition Term Loan Credit Agreement**" and, collectively with the other Loan Documents (as defined in the Prepetition Term Loan Credit Agreement) and any other agreements and documents executed or delivered in

connection therewith, each as may be amended, restated, amended and restated, supplemented, waived or otherwise modified prior to the Petition Date, the "**Prepetition Term Loan Documents**," and the loans and commitments issued pursuant thereto, the "**Prepetition Term Loans**"), by and among (a) Braskem Idesa, S.A.P.I., as borrower (in such capacity, the "**Prepetition Term Loan Borrower**"), (b) Braskem Idesa Servicios, S.A. de C.V., as initial guarantor (the "**Prepetition Term Loan Guarantor**," and together with the Prepetition Term Loan Borrower, the "**Prepetition Term Loan Parties**"), (c) Banco Inbursa, S.A., Institución de Banca Múltiple, Grupo Financiero Inbursa, as administrative agent (in such capacity, the "**Prepetition Term Loan Administrative Agent**," and together with the Collateral Agent (as defined in the Prepetition Term Loan Credit Agreement), the "**Prepetition Term Loan Agent**" [5]) and (d) Banco Inbursa, S.A., Institución de Banca Múltiple, Grupo Financiero Inbursa, as lender (solely in its capacity as such, collectively with other lenders from time to time party thereto, if any, the "**Prepetition Term Loan Lenders**," and together with the Prepetition Term Loan Agent, in each case in their respective capacities, the "**Prepetition Term Loan Secured Parties**"), the Prepetition Term Loan Lenders have extended the Prepetition Term Loans to and for the benefit of the Prepetition Term Loan Parties, and the Prepetition Term Loan Guarantor guaranteed the Prepetition Term Loans.

H. *Prepetition Term Loan Obligations.* The Prepetition Term Loan Parties are justly and lawfully indebted and liable (including pursuant to guarantee obligations) to the Prepetition Term Loan Secured Parties without defense, challenge, objection, claim, counterclaim or offset of any kind, in the aggregate principal amount of not less than $129 million plus any accrued and

[5] The 2029 Notes Trustee, 2032 Notes Trustee, Prepetition Term Loan Agent, Intercreditor Administrative Agent, the Collateral Agent, the Non-Possessory Collateral Agent, the Share Pledge Collateral Agent, and the Security Trust Collateral Agent (each as defined herein), are collectively referred to as the "**Prepetition Agents and Trustees**."

unpaid interest thereon and on any overdue interest, and any premiums, reimbursement obligations (contingent or otherwise), fees, costs, expenses, disbursements (including any attorneys', accountants', appraisers' and financial advisors' fees and related expenses and disbursements), costs, charges and indemnities and any other amounts, liabilities or obligations of whatever nature, whenever arising or accruing (whether before or after the Petition Date), that may be due, owing, chargeable or reimbursable in connection therewith, in each case, as and to the extent provided in the Prepetition Term Loan Documents, including all Obligations (as defined in the Prepetition Term Loan Credit Agreement) (collectively, the "**Prepetition Term Loan Obligations**").

I. *Prepetition Term Loan Liens*. As set forth more fully in the Prepetition Term Loan Documents, as of the Petition Date, pursuant to and in connection with the Prepetition Term Loan Documents, to secure the Prepetition Term Loan Obligations, the Prepetition Term Loan Parties and certain other parties party to the Security Documents granted to the Prepetition Term Loan Agent, for the benefit of itself and the other Prepetition Term Loan Secured Parties, valid, binding, non-avoidable, properly perfected and enforceable continuing liens on and security interests (collectively, the "**Prepetition Term Loan Liens**") in the "Collateral" as defined in the Intercreditor Agreement (the "**Prepetition Term Loan Collateral**").

(iv) Prepetition Secured PE Advances.

J. *Prepetition Secured PE Agreement*. Pursuant to that certain Distribution Agreement, dated as of January 1, 2023, and as particularly amended as of August 15, 2025 and again as of March 3, 2026, (the "**Prepetition Secured PE Agreement**," the advances pursuant thereto, the "**Prepetition Secured PE Advances**," and such August 15, 2025 amendment, the "**Prepetition Secured PE Agreement Fourth Amendment**," and such March 3, 2026

amendment, the "**Prepetition Secured PE Agreement Fifth Amendment**"), by and between (a) Braskem Idesa, S.A.P.I., as obligor (in such capacity, the "**Prepetition Secured PE Obligor**") and (b) Braskem Netherlands B.V. as distributor and payor (in such capacity, the "**Prepetition Secured PE Payor**"), the Prepetition Secured PE Payor has extended the Prepetition Secured PE Advances to and for the benefit of the Prepetition Secured PE Obligor.

K. *Prepetition Secured PE Obligations.* Pursuant to the Prepetition Secured PE Agreement Fifth Amendment, the Prepetition Secured PE Obligor is justly and lawfully indebted and liable to the Prepetition Secured PE Payor without defense, challenge, objection, claim or counterclaim of any kind, in the aggregate principal amount of not less than $25 million plus any accrued and unpaid interest thereon, as and to the extent provided in the Prepetition Secured PE Agreement (collectively, the "**Prepetition Secured PE Obligations**"). With the exception of paragraph W with respect to Prepetition Secured PE Obligations under the Prepetition Secured PE Agreement Fourth Amendment and Prepetition Secured PE Agreement Fifth Amendment, notwithstanding anything in this Interim Order to the contrary, all references herein to the Prepetition Secured PE Obligations, the Prepetition Secured PE Liens and the Prepetition Secured PE Agreement shall be construed to apply solely with respect to $25 million in aggregate principal amount of prepayment obligations plus accrued and unpaid interest thereon and not to any other prepayment exposure or any liens, security interests or obligations in respect thereof, regardless of whether any such other exposure was also incurred under the Prepetition Secured PE Agreement.

L. *Prepetition Secured PE Liens*. As of the Petition Date, pursuant to and in connection with the Prepetition Secured PE Agreement, to secure the Prepetition Secured PE Obligations, the Prepetition Secured PE Obligor granted to the Prepetition Secured PE Payor,

valid, binding, non-avoidable, properly perfected and enforceable continuing liens on and security interests (collectively, the "**Prepetition Secured PE Liens**") in certain products that constitutes collateral subject to the Prepetition Secured PE Liens (the "**Prepetition Secured PE Collateral**"). The Stipulations contained in this Interim Order shall not modify the relative priorities among the Prepetition Secured PE Liens, Prepetition WC Facility Liens, Prepetition Term Loan Liens, 2032 Notes Liens and 2029 Notes Liens as to any shared collateral (if any) subject to such liens and the rights in respect thereof of the Prepetition Notes Secured Parties, the Prepetition Term Loan Secured Parties, the Prepetition Secured PE Payor and the Prepetition WC Facility Lender are all expressly reserved.

(v) Prepetition WC Facility Loans.

M. *Prepetition Working Capital Credit Agreement*. Pursuant to that certain Working Capital Credit Agreement, dated as of March 25, 2026, and as particularly amended as of May 27, 2026 and August 15, 2026 (the "**Prepetition WC Credit Agreement**" and, collectively with the other Loan Documents (as defined in the Prepetition WC Credit Agreement) and any other agreements and documents executed or delivered in connection therewith, each as may be amended, restated, amended and restated, supplemented, waived or otherwise modified prior to the Petition Date, the "**Prepetition WC Facility Documents**," and the Prepetition WC Facility Documents, collectively with the 2029 Notes Documents, 2032 Notes Documents, Prepetition Term Loan Documents, and Prepetition Secured PE Agreement, the "**Prepetition Credit Documents**," and the loans and commitments issued pursuant to the Prepetition WC Facility Documents, the "**Prepetition WC Facility Loans**"), by and among (a) Braskem Idesa, S.A.P.I., as borrower (in such capacity, the "**Prepetition WC Facility Borrower**"), (b) Braskem Idesa Servicios, S.A. de C.V., as initial guarantor (the "**Prepetition WC Facility Guarantor**,"

together with the Prepetition WC Facility Borrower, the "**Prepetition WC Facility Parties**," and the Prepetition WC Facility Parties collectively with the 2029 Notes Issuer, 2029 Notes Guarantor, 2032 Notes Issuer, 2032 Notes Guarantor, Prepetition Term Loan Parties, and Prepetition Secured PE Obligor, the "**Prepetition Credit Parties**"), and (c) Braskem Netherlands B.V. as lender (solely in its capacity as such, the "**Prepetition WC Facility Lender,**" and collectively with the 2029 Notes Secured Parties, 2032 Notes Secured Parties, Prepetition Term Loan Secured Parties, Prepetition Secured PE Payor, and the Prepetition Agents and Trustees, in each case in their respective capacities, the "**Prepetition Secured Parties**"), the Prepetition WC Facility Lender has extended the Prepetition WC Facility Loans to and for the benefit of the Prepetition WC Facility Parties, and the Prepetition WC Facility Guarantor guaranteed the Prepetition WC Facility Loans.

N. *Prepetition WC Facility Obligations.* The Prepetition WC Facility Parties are justly and lawfully indebted and liable (including pursuant to guarantee obligations) to the Prepetition WC Facility Lender without defense, challenge, objection, claim, counterclaim or offset of any kind, in the aggregate principal amount of not less than $101 million plus any accrued and unpaid interest thereon, and any default interest, premiums, reimbursement obligations (contingent or otherwise), fees, costs, expenses, disbursements (including any attorneys', accountants', appraisers' and financial advisors' fees and related expenses and disbursements), costs, charges and indemnities and any other amounts, liabilities or obligations of whatever nature, whenever arising or accruing (whether before or after the Petition Date), that may be due, owing, chargeable or reimbursable in connection therewith, in each case, as and to the extent provided in the Prepetition WC Facility Documents, including all Obligations (as defined in the Prepetition WC Credit Agreement) (collectively, the "**Prepetition WC Facility**

Obligations" and, collectively, with the 2029 Notes Obligations, 2032 Notes Obligations, Prepetition Term Loan Obligations, and Prepetition Secured PE Obligations, the "**Prepetition Secured Obligations**").

O. *Prepetition WC Facility Liens*. As set forth more fully in the Prepetition WC Facility Documents, as of April 14, 2026, pursuant to and in connection with the Prepetition WC Facility Documents, to secure the Prepetition WC Facility Obligations, the Prepetition WC Facility Borrower granted to the Prepetition WC Facility Lender, valid, binding, non-avoidable, properly perfected and enforceable continuing liens on and security interests (collectively, the "**Prepetition WC Facility Liens**" and, collectively with the 2029 Notes Liens, 2032 Notes Liens, Prepetition Term Loan Liens and the Prepetition Secured PE Liens, the "**Prepetition Liens**") in the "Collateral" as defined in the Prepetition WC Credit Agreement (the "**Prepetition WC Facility Collateral**"). The Stipulations contained in this Interim Order shall not modify the relative priorities among the Prepetition Secured PE Liens, Prepetition WC Facility Liens, Prepetition Term Loan Liens, 2032 Notes Liens, and 2029 Notes Liens as to any shared collateral (if any) subject to such liens and the rights in respect thereof of the Prepetition Notes Secured Parties, the Prepetition Term Loan Secured Parties, the Prepetition Secured PE Payor and the Prepetition WC Facility Lender are all expressly reserved.

P. *Validity, Perfection and Priority of the Prepetition Liens and Prepetition Secured Obligations.* The Debtors acknowledge and agree that, as of the Petition Date, (a) (v) the 2029 Notes Liens on the 2029 Notes Collateral were valid, binding, enforceable, non-avoidable and properly perfected and were granted to, or for the benefit of, the 2029 Notes Secured Parties for fair consideration and reasonably equivalent value, (w) the 2032 Notes Liens on the 2032 Notes Collateral were valid, binding, enforceable, non-avoidable and properly perfected and were

granted to, or for the benefit of, the 2032 Notes Secured Parties for fair consideration and reasonably equivalent value, (x) the Prepetition Term Loan Liens on the Prepetition Term Loan Collateral were valid, binding, enforceable, non-avoidable and properly perfected and were granted to, or for the benefit of, the Prepetition Term Loan Secured Parties for fair consideration and reasonably equivalent value, (y) the Prepetition Secured PE Liens on the Prepetition Secured PE Collateral were valid, binding, enforceable, non-avoidable and properly perfected and were granted to, or for the benefit of, the Prepetition Secured PE Payor for fair consideration and reasonably equivalent value, and (z) the Prepetition WC Facility Liens on the Prepetition WC Facility Collateral were valid, binding, enforceable, non-avoidable and properly perfected and were granted to, or for the benefit of, the Prepetition WC Facility Lender for fair consideration and reasonably equivalent value; (b) the 2029 Notes Liens, 2032 Notes Liens, and Prepetition Term Loan Liens are (x) *pari passu* with each other with respect to all property constituting 2029 Notes Collateral, 2032 Notes Collateral, and Prepetition Term Loan Collateral, respectively (such shared collateral property, the "**Prepetition Shared Collateral**" and together with the Prepetition Secured PE Collateral and Prepetition WC Facility Collateral, the "**Prepetition Collateral**") and (y) senior in priority over any and all other liens on the Prepetition Shared Collateral and subject only to certain liens senior by operation of law or permitted by the Prepetition Credit Documents (solely to the extent any such liens were valid, binding, enforceable, properly perfected, non-avoidable and senior in priority to the Prepetition Liens as of the Petition Date) (the "**Permitted Prepetition Shared Collateral Liens**"); (c) subject to the final sentence of Paragraph L, the Prepetition Secured PE Liens shall be senior in priority over any and all other liens on the Prepetition Secured PE Collateral and subject only to certain liens senior by operation of law or permitted by the Prepetition Credit Documents (solely to the extent

any such liens were valid, binding, enforceable, properly perfected, non-avoidable and senior in priority to the Prepetition Liens as of the Petition Date) (the "**Permitted Prepetition Secured PE Collateral Liens**," and together with the Permitted Prepetition Shared Collateral Liens, the "**Permitted Prepetition Liens**"); (d) subject to the final sentence of Paragraph O, the Prepetition WC Facility Liens on the Prepetition WC Facility Collateral are senior in priority over any and all other liens on the Prepetition WC Facility Collateral; (e) the Prepetition Secured Obligations constitute legal, valid, binding and non-avoidable obligations of the applicable Prepetition Credit Parties enforceable in accordance with the terms of the Prepetition Credit Documents (including, for the avoidance of doubt, the Intercreditor Agreement); (f) no offsets, recoupments, challenges, objections, defenses, claims or counterclaims of any kind or nature to any of the Prepetition Liens or Prepetition Secured Obligations exist, and no portion of the Prepetition Liens or Prepetition Secured Obligations is subject to any challenge or defense, including avoidance, disallowance, disgorgement, recharacterization or subordination (equitable or otherwise) pursuant to the Bankruptcy Code or applicable non-bankruptcy law; (g) the Debtors and their estates have no claims, objections, challenges, causes of action and/or choses in action, including avoidance claims under chapter 5 of the Bankruptcy Code or applicable state (or foreign) law equivalents or actions for recovery or disgorgement, against any Prepetition Secured Party or its respective affiliates, agents, attorneys, advisors, professionals, officers, directors and employees arising out of, based upon or related to the Prepetition Credit Documents; and (h) the Debtors waive, discharge and release any right to challenge any of the Prepetition Secured Obligations, the priority of the Debtors' obligations thereunder and the validity, extent and priority of the Prepetition Liens securing the Prepetition Secured Obligations.

Q. *Intercreditor Agreement*. Pursuant to that certain Second Amended and Restated Intercreditor Agreement dated as of October 20, 2021, by and among Braskem Idesa, S.A.P.I., as the borrower, Braskem Idesa Servicios, S.A. de C.V., as initial guarantor, Deutsche Bank Trust Company Americas, as the 2029 Notes Trustee, The Bank of New York Mellon, as the 2032 Notes Trustee, Deutsche Bank Trust Company Americas, as intercreditor agent (in such capacity, the "**Intercreditor Administrative Agent**") and collateral agent (in such capacity, the "**Collateral Agent**") and the other parties thereto (as amended by that certain Accession Agreement, dated as of April 29, 2025, and as further amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time in accordance with the terms thereof prior to the Petition Date, the "**Intercreditor Agreement**") and the other Prepetition Credit Documents, (a) the 2029 Notes Liens, 2032 Notes Liens and Prepetition Term Loan Liens are *pari passu* with each other with respect to all property constituting the Prepetition Shared Collateral and (b) Deutsche Bank Trust Company Americas is the Intercreditor Administrative Agent and Collateral Agent under the Intercreditor Agreement. Pursuant to the RSA and subject to the provision of adequate protection and the other terms hereof, holders of a majority of each of the 2029 Notes and 2032 Notes and 100% of the Prepetition Term Loans have consented to the terms of this Interim Order and other DIP Documents, including the deemed amendments of the Intercreditor Agreement provided herein.

R. *Mexican Security Trust.* Braskem Idesa, S.A.P.I., Braskem Netherlands B.V., Etileno XXI, S.A. de C.V., Braskem México Proyectos, S.A. de C.V., Sociedad Financiera de Objeto Múltiple, E.N.R., Grupo Idesa, S.A. de C.V., the Collateral Agent, as original primary beneficiary (in such capacity, the "**Security Trust Collateral Agent**") and Banco Multiva, S.A., Institución de Banca Múltiple, Grupo Financiero Multiva, División Fiduciaria (formerly

CIBanco, S.A., Institución de Banca Múltiple) (in such capacity, the "**Mexican Security Trustee**") are party to that certain Mexican Security Trust Agreement,[6] which establishes a security trust under the laws of Mexico, with the assets constituting the trust estate, including (a) Petrochemical Complex located in Nanchital de Lázaro Cárdenas del Río, Veracruz, Mexico (the "**Petrochemical Complex**"); (b) the (i) 225,892 Series "A" shares and 75,299 Series "B" shares representing the Braskem Idesa's capital stock and (ii) 49,999 Series "I" shares and 12,425,900 Series "II" shares of Braskem Idesa Servicios, S.A. de C.V. capital stock, (c) all rights of each subordinated loan settlor (Grupo Idesa, S.A. de C.V., Braskem Mexico Proyectos, S.A. de C.V. Sociedad Financiera de Objeto Múltiple, E.N.R., Etileno XXI, S.A. de C.V. and any other settlor under certain subordinated loan agreements), except for collection rights that are actually paid out of Restricted Payments[7] permitted under the Financing Documents[8], (d) the Put Option[9] Collection Right[10] and the proceeds obtained as a result of the exercise of the Put Option Collection Right, (e) any amounts received by the Mexican Security Trustee under any Insurance Policies[11] in which the Mexican Security Trustee is designated as the preferred beneficiary as

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6 "**Mexican Security Trust Agreement**" means that certain security and administration trust agreement, currently identified with the number F/1611, originally entered into on March 6, 2013, as amended and restated on October 20, 2021, and May 13, 2025, by and among Braskem Idesa, S.A.P.I., Braskem Netherlands, B.V., Etileno XXI, S.A. de C.V., Braskem México Proyectos, S.A. de C.V., Sociedad Financiera de Objeto Múltiple, E.N.R. and Grupo Idesa, S.A. de C.V. ("**Settlors**") in their capacities as settlors, the Mexican Security Trustee in its capacity as trustee, the Security Trust Collateral Agent, and the other parties that may become parties thereto from time to time pursuant to the terms thereof, as amended or supplemented to the date hereof.

7 "Restricted Payments" as such term is defined in Section 3.15 (a) of the 2029 Notes Indenture.

8 "Financing Documents" means (i) the 2029 Notes Indenture, (ii) the 2032 Notes Indenture, and (iii) the Prepetition Term Loan Agreement.

9 "Put Option" means the right to require Pemex Transformación Industrial (a subsidiary of the Mexican state-owned petroleum company Petróleos Mexicanos (together with its current and former subsidiaries, "**Pemex**")) to purchase the Petrochemical Complex pursuant to Section 10.3.2, 10.3.3 and 10.3.4 of the Ethane Supply Agreement entered into and between Braskem Idesa and Pemex (the "**ESA**").

10 "Put Option Collection Right" means any rights to receive any and all proceeds derived from the exercise of the Put Option under the ESA.

11 "Insurance Policies" means any property insurance policies maintained from time to time (including renewals) by Braskem Idesa in connection with the Physical Assets subject to the Non-Possessory Pledge Collateral.

required under the terms of the Financing Documents, (f) any funds that at any time are credited to or deposited in the trust accounts, arising from a payment under the Insurance Policies or from the exercise of the Put Option, (g) any other Additional Assets[12], and (h) generally, any other property acquired by the Mexican Security Trustee for the benefit of the trust; and any amounts, returns, income, or profits, or any other property that, for any reason, replaces the trust estate (the "**Trust Collateral**") constituting Prepetition Shared Collateral securing the 2029 Notes Obligations, 2032 Notes Obligations and Prepetition Term Loan Obligations. Pursuant to the RSA, the Debtors and the shareholders of the Company (as settlors) agreed to enter into that certain amendment to the Mexican Security Trust Agreement with the Security Trust Collateral Agent and the Mexican Security Trustee (the "**Mexican Security Trust Amendment**") for the purpose of introducing the DIP Collateral Agent as first priority beneficiary as collateral agent for the benefit of the DIP Lenders and giving effect to the priorities established by, and certain other terms and conditions of, this Interim Order, which Mexican Security Trust Amendment shall become effective upon the entry of this Interim Order and the execution thereof by the Security Trust Collateral Agent and Mexican Security Trustee.

S. *Mexican Share Pledge.* Braskem S.A., Etileno XXI, S.A. de C.V., as pledgors, the Collateral Agent, as pledgee (in such capacity, the "**Share Pledge Collateral Agent**"), Braskem Idesa, S.A.P.I. and Braskem Idesa Servicios, S.A. de C.V. are party to that certain Share Pledge Agreement (as defined in the Intercreditor Agreement), which establishes a pledge of one (1) share in the capital stock of Braskem Idesa, S.A.P.I. and one (1) share in the capital stock of Braskem Idesa Servicios, S.A. de C.V. (the "**Share Pledge Collateral**") constituting Prepetition

[12] "Additional Assets" means any assets and rights that any Settlor of the Security Trust Agreement agrees to transfer to the Mexican Security Trustee from time to time for incorporation into the Trust Collateral.

Collateral securing the Prepetition Secured Obligations. Pursuant to the RSA, the Debtors and the shareholders of the Company (as pledgors) agreed to enter into that certain amendment to the Share Pledge Agreement with the Share Pledge Collateral Agent as described in the RSA (the "**Mexican Share Pledge Amendment**") for the purpose of introducing the DIP Collateral Agent as first priority pledgee as collateral agent for the benefit of the DIP Lenders and giving effect to the priorities established by, and certain other terms and conditions of, this Interim Order, which Mexican Share Pledge Amendment shall become effective upon the entry of this Interim Order and the execution thereof by the Share Pledge Collateral Agent.

T. *Mexican Non-Possessory Pledge.* Braskem Idesa, S.A.P.I., as pledgor and the Collateral Agent, as pledgee (in such capacity, the "**Non-Possessory Pledge Collateral Agent**") are party to that certain Non-Possessory Pledge Agreement (as defined in the Intercreditor Agreement), which establishes a pledge over moveable assets of Braskem Idesa, S.A.P.I. located in the Petrochemical Complex and all of the polyethylene resin inventory (the "**Non-Possessory Pledge Collateral**") constituting Prepetition Collateral securing the Prepetition Secured Obligations. Pursuant to the RSA, the Debtors and the shareholders of the Company (as pledgors) agreed to enter into that certain amendment to the Non-Possessory Pledge Agreement with the Non-Possessory Pledge Collateral Agent as described in the RSA (the "**Mexican Non-Possessory Pledge Amendment,**" and together with the Mexican Security Trust Amendment and the Mexican Share Pledge Amendment, the "**Mexican Security Document Amendments**") for the purpose of introducing the DIP Collateral Agent as first priority pledgee as collateral agent for the benefit of the DIP Lenders and giving effect to the priorities established by, and certain other terms and conditions of, this Interim Order, which Mexican Non-Possessory Pledge

Amendment shall become effective upon the entry of this Interim Order and the execution thereof by the Non-Possessory Pledge Collateral Agent.

U. [*Reserved*]

V. *No Claims or Causes of Action*. No claims or causes of action held by the Debtors or their estates exist against, or with respect to, Banco Inbursa, S.A., Institución de Banca Múltiple, Grupo Financiero Inbursa, and all affiliated holders of Prepetition Notes (solely in their capacities as holders of Prepetition Notes, or as a Prepetition Term Loan Lender, collectively, "**Inbursa**"), the Prepetition Notes Secured Parties, their affiliates or any of their respective Representatives (as defined herein) (in each case, in their capacity as such) under or relating to the Prepetition Notes Secured Parties' or Inbursa's capacity as creditors under any Prepetition Credit Document as of the Petition Date. No claims or causes of action held by the Debtors or their estates exist against, or with respect to, Braskem (as defined in the RSA), any of its respective affiliates, or any of their respective Representatives (in each case, in their capacity as such) relating to Braskem's capacity as a creditor under any Prepetition Credit Document as of the Petition Date. The Debtors have waived, discharged, and released any right to challenge any of the Prepetition Secured Obligations, the priority of the Debtors' obligations thereunder and the validity, extent and priority of the Prepetition Liens.

W. *Release*. Effective as of the date of entry of this Interim Order, each of the Debtors and (subject to the Challenge Period in paragraph 21) the Debtors' estates, on its own behalf and on behalf of its and their respective past, present and future predecessors, successors, heirs, subsidiaries and assigns, hereby absolutely, unconditionally and irrevocably releases and forever discharges and acquits each Prepetition Secured Party, each DIP Lender, Inbursa, and each of their respective affiliates and Representatives, in each case solely in their capacity as

creditors or Prepetition Agents and Trustees, as applicable, with respect to the Prepetition Secured Obligations (including with respect to this paragraph W, obligations under the Prepetition Secured PE Agreement Fourth Amendment and Prepetition Secured PE Agreement Fifth Amendment) set forth herein and, without limiting the generality of the foregoing, not extending to Braskem in any capacity other than as a DIP Lender and a Prepetition Secured Party under the Prepetition Secured PE Agreement and the Prepetition WC Facility Documents (collectively, the "**Released Parties**") from any and all obligations and liabilities to the Debtors (and their successors and assigns) and from any and all claims, counterclaims, demands, defenses, offsets, debts, accounts, contracts, liabilities, actions and causes of action of any kind, nature or description, whether matured or unmatured, known or unknown, asserted or unasserted, foreseen or unforeseen, accrued or unaccrued, suspected or unsuspected, liquidated or unliquidated, pending or threatened, arising in law or equity, upon contract or tort or under any state or federal law or otherwise, in each case arising out of or related to (as applicable) any Prepetition Credit Documents, the DIP Documents, the negotiation and restructuring thereof or of the transactions and agreements reflected thereby, or the financial or other obligations owing or made thereunder (including any Prepetition Secured Obligations or DIP Obligations), in each case that the Debtors at any time had, now have or may have, or that their predecessors, successors or assigns at any time had or hereafter can or may have against any of the Released Parties for or by reason of any act, omission, matter, cause or thing whatsoever arising at any time on or prior to the Petition Date. For the avoidance of doubt, nothing in this release shall relieve any of the Prepetition Secured Parties (as applicable), the DIP Lenders, the Debtors, or any other Parties (as defined in the RSA) to that certain Restructuring Support Agreement, dated

as of August 17, 2026 (the "**RSA**"), of their respective obligations thereunder or under the Definitive Documents (as defined in the RSA), including the DIP Documents.

X. *Findings Regarding the DIP Financing and Use of Cash Collateral.*

(i) Good and sufficient cause has been shown for the entry of this Interim Order and for authorization of the DIP Credit Parties to obtain financing and use of Cash Collateral pursuant to this Interim Order and the other DIP Documents and to authorize the provision of adequate protection as a proper exercise of the Debtors' business judgment and to avoid immediate and irreparable loss or damage to the Debtors and the estates, which process and provision satisfies the "entire fairness" standard to the extent applicable.

(ii) The Debtors have an immediate and critical need to obtain the DIP Financing (including the Rolled-Up Loans) and to use the Prepetition Collateral (including Cash Collateral) in order to, among other things, cover the administrative costs of these Chapter 11 Cases, and to pursue the value-maximizing restructuring transactions contemplated under the RSA. Access to the proceeds of the DIP Facility and Cash Collateral are essential to the Debtors' orderly operation of their business, maintaining business relationships with their trade partners, paying wages and benefits, and satisfying other essential working capital needs, all of which are required to preserve and maintain the value of the Debtors' estates for the benefit of all parties in interest. Without such access, the Debtors will be unable to maintain their business during these Chapter 11 Cases and will suffer immediate and irreparable harm to the detriment of all creditors and other parties in interest, including the Prepetition Secured Parties.

(iii) The Debtors are unable to obtain financing on more favorable terms from sources other than the DIP Lenders under the DIP Documents and are unable to obtain adequate unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code as an administrative

expense. The Debtors are also unable to obtain secured credit allowable under section 364(c)(1), 364(c)(2) or 364(c)(3) of the Bankruptcy Code without granting to the DIP Collateral Agent, for the benefit of the DIP Lenders the DIP Liens and the DIP Superpriority Claims and incurring the Adequate Protection Obligations (as defined herein), in each case subject and subordinate to the Carve-Out, under the terms and conditions set forth in this Interim Order and in the other DIP Documents.

(iv) The Debtors continue to collect cash, rents, income, offspring, products, proceeds and profits generated from the Prepetition Collateral and acquire equipment, inventory and other personal property, all of which constitute Prepetition Collateral under the Prepetition Credit Documents that are subject to the Prepetition Secured Parties' security interests as set forth in the Prepetition Credit Documents, as applicable.

(v) The Debtors desire to use in their business operations the portion of the cash, rents, income, offspring, products, proceeds and profits described in the preceding paragraph that constitute Cash Collateral of the Prepetition Secured Parties (as applicable) under section 363(a) of the Bankruptcy Code. Certain prepetition rents, income, offspring, products, proceeds and profits, in existence as of the Petition Date or hereafter created or arising, including balances of funds in the Debtors' prepetition and postpetition operating bank accounts, also constitute Cash Collateral.

(vi) The Prepetition Agents and Trustees (for the benefit of the Prepetition Secured Parties) are entitled to the Adequate Protection (as defined herein) provided in this Interim Order as and to the extent set forth herein pursuant to sections 361, 362, 363 and 364 of the Bankruptcy Code. Based on the DIP Motion, the DIP Declarations, and the record presented to the Court at the Interim Hearing, the terms of the DIP Financing (including the Rolled-Up

Loans), the terms of the adequate protection granted to the Prepetition Agents and Trustees for the benefit of the Prepetition Secured Parties as provided in paragraph 16 of this Interim Order (the "**Adequate Protection**"), and the terms on which the Debtors may continue to use the Prepetition Collateral (including Cash Collateral) pursuant to this Interim Order and the other DIP Documents are fair and reasonable, reflect the DIP Credit Parties' exercise of prudent business judgment consistent with their fiduciary duties, satisfy the "entire fairness" standard to the extent applicable, constitute reasonably equivalent value and fair consideration, and, to the extent their consent is required, the requisite Prepetition Secured Parties have consented or are deemed hereby to have consented to (a) the use of the Prepetition Collateral (including Cash Collateral) on the terms set forth in this Interim Order and (b) the priming of the Prepetition Liens on the Prepetition Collateral (including Cash Collateral and Trust Collateral) by the DIP Liens (including liens granted in connection with the Rolled-Up Loans) pursuant to the terms set forth in this Interim Order and the other DIP Documents; *provided* that nothing in this Interim Order or the other DIP Documents shall (x) be construed as the affirmative consent by any of the Prepetition Secured Parties for the use of Cash Collateral other than on the terms set forth in this Interim Order and in the context of the DIP Financing (including the Rolled-Up Loans) authorized by this Interim Order to the extent such consent has been or is deemed to have been given, (y) be construed as a consent by any party to the terms of any other financing or any other lien encumbering the Prepetition Collateral (whether senior or junior) other than as contemplated by the DIP Financing (including the Rolled-Up Loans) authorized by this Interim Order or (z) prejudice, limit or otherwise impair the rights of any of the Prepetition Agents and Trustees on behalf of the Prepetition Secured Parties, as applicable, to seek new, different or additional adequate protection or assert any rights of any of the Prepetition Secured Parties, and the rights

of any other party in interest, including the DIP Credit Parties, to object to such relief are hereby preserved.

(vii) This Interim Order, the DIP Financing, the Adequate Protection and the use of the Prepetition Collateral (including Cash Collateral) have been negotiated in good faith and at arm's length among the DIP Credit Parties, the DIP Secured Parties and the Prepetition Secured Parties, and all of the DIP Credit Parties' obligations and indebtedness arising under, in respect of, or in connection with, the DIP Financing and the DIP Documents, including, without limitation, all loans made to and guarantees issued by the DIP Credit Parties pursuant to the DIP Documents and any other DIP Obligations shall be deemed to have been extended by the DIP Lenders and their respective affiliates in good faith, as that term is used in section 364(e) of the Bankruptcy Code and in express reliance upon the protections offered by section 364(e) of the Bankruptcy Code, and the DIP Secured Parties (and the successors and assigns thereof) shall be entitled to the full protection of section 364(e) of the Bankruptcy Code in the event that this Interim Order or any provision hereof is vacated, reversed or modified, on appeal or otherwise.

(viii) Each of the DIP Secured Parties and the Prepetition Secured Parties has acted in good faith regarding the DIP Financing (including the Rolled-Up Loans) and the Debtors' continued use of the Prepetition Collateral (including Cash Collateral) to fund the administration of the Debtors' estates and continued operation of their businesses (including the incurrence and payment of and performance under the Adequate Protection Obligations and the granting of the Adequate Protection Liens (as defined herein)), in accordance with the terms hereof, and the Prepetition Secured Parties (and the successors and assigns thereof) shall be entitled to the full protection of sections 363(m) and 364(e) of the Bankruptcy Code in the event

that this Interim Order or any provision hereof is vacated, reversed or modified, on appeal or otherwise.

(ix) The exchange and conversion of certain Eligible Prepetition Secured Claims[13] into the Rolled-Up Loans on a dollar-for-dollar, cashless basis in accordance with the terms and conditions set forth in the DIP Facility Agreement and the other DIP Documents reflect the Debtors' exercise of prudent business judgment and satisfies the "entire fairness" standard to the extent applicable, consistent with their fiduciary duties. The Rolled-Up Loans are necessary for the Debtors to obtain the essential and valuable credit that is only available to the Debtors pursuant to the DIP Facility. Indeed, the DIP Lenders would not be willing to provide the DIP Facility or extend credit to the Debtors thereunder without the roll-up of certain Prepetition Secured PE Obligations or the Prepetition WC Facility Obligations. The Rolled-Up Loans will benefit the Debtors and their estates because they will enable the Debtors to obtain urgently needed financing critical to administering the Chapter 11 Cases and funding their operations, which financing would not otherwise be available. The Rolled-Up Loans, and the roll-up of the Eligible Prepetition Secured Claims contemplated by this Interim Order and the DIP Facility Agreement, are being provided as compensation for, and in consideration of, each DIP Lender's commitment to fund the New Money Loans, and not as payment under, adequate protection for, or otherwise on account of, the Prepetition Secured PE Obligations or the Prepetition WC Facility Obligations.

[13] "**Eligible Prepetition Secured Claims**" shall mean, with respect to any DIP Lender, the aggregate outstanding principal amount of, together with accrued and unpaid interest on, the secured claims held by such DIP Lender, directly or indirectly, or by any Affiliate, designee or beneficial holder thereof, as of the Petition Date under the Prepetition Financing Documents, in each case in the amount set forth opposite the name of such DIP Lender on Schedule I of the DIP Facility Agreement.

(x) The Debtors have prepared and delivered to the advisors to the DIP Lenders, the Inbursa Advisors and the Ad Hoc Group Advisors (as defined in the RSA), an initial budget (the "**Initial DIP Budget**"), attached hereto as Schedule 1. The Initial DIP Budget reflects, among other things, the Debtors' projected operating receipts, operating disbursements, non-operating disbursements and bankruptcy expenses, net operating cash flow and liquidity for each calendar week covered thereby, including the anticipated uses of the New Money Loans, in form and substance acceptable to the Required DIP Lenders (as defined in the DIP Facility Agreement) and the Requisite Prepetition Secured Creditors[14] (it being understood that the Initial DIP Budget attached to this Interim DIP Order is acceptable to the Requisite Prepetition Secured Creditors). The Initial DIP Budget may be modified, amended, extended and updated from time to time in accordance with the DIP Facility Agreement, and such modified, amended, extended and/or updated budget, once approved by the Required DIP Lenders and reasonably consented to by the Requisite Prepetition Secured Creditors in accordance with the DIP Facility Agreement, shall modify, replace, supplement or supersede, as applicable, the Initial DIP Budget for the periods covered thereby (the Initial DIP Budget and each subsequent approved budget shall constitute, without duplication, an "**Approved Budget**"). The Initial DIP Budget has been thoroughly reviewed by the Debtors, their management and their advisors, and the Debtors believe that the Initial DIP Budget is reasonable under the circumstances. The DIP Lenders are

[14] "**Requisite Prepetition Secured Creditors**" shall consist of the Required Voting Parties (as defined in the Intercreditor Agreement) provided that (a) Inbursa's consent shall be required, so long as Inbursa holds or beneficially owns no less than 15% of all Prepetition Secured Obligations and (b) the consent of the holders or beneficial owners of a majority of all Prepetition Secured Obligations held or beneficially owned by the Ad Hoc Group shall be required, so long as members of the Ad Hoc Group hold or beneficially own, in aggregate, no less than 15% of all Prepetition Secured Obligations; *provided*, *further* that so long as the consent of Inbursa and the requisite Ad Hoc Group creditors is obtained in accordance with clauses (a) and (b) and Inbursa and the Ad Hoc Group creditors, on a combined basis, hold or beneficially own a majority, in aggregate, of the 2029 Notes Obligations, 2032 Notes Obligations and Prepetition Term Loan Obligations as of such time, then the requisite consent required for Requisite Prepetition Secured Creditors shall be presumed to be satisfied.

relying, in part, upon the DIP Credit Parties' agreement to comply with the Approved Budget (subject only to permitted variances (as described in detail in Sections 9.4(b)(vii) and 10.16 of the DIP Facility Agreement, the "**Permitted Variances**")), this Interim Order and the other DIP Documents in determining to enter into the postpetition financing arrangements provided for in this Interim Order and the other DIP Documents.

(xi) The Debtors have agreed, that as a condition to obtaining financing under the DIP Facility and the use of Cash Collateral and as a material inducement to the DIP Lenders' agreement to provide the DIP Facility and the Prepetition Secured Parties' consent to the use of Cash Collateral, each of the Prepetition Secured Parties shall be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code, and the "equities of the case" exception under section 552(b) of the Bankruptcy Code shall not apply to the Prepetition Secured Parties with respect to proceeds, products, offspring or profits with respect to any of the Prepetition Collateral; *provided* that the foregoing shall be without prejudice to the terms of the Final Order with respect to the period from and after the entry of the Final Order.

Y. *Immediate Entry*. Sufficient cause exists for immediate entry of this Interim Order pursuant to Bankruptcy Rules 4001(b)(2), 4001(c)(2) and 6003 and Bankruptcy Local Rule 4001-1(b). Absent granting the relief set forth in this Interim Order, the Debtors' estates will be immediately and irreparably harmed. Consummation of the DIP Financing (including the Rolled-Up Loans) and the permitted use of Prepetition Collateral (including Cash Collateral), in accordance with this Interim Order and the other DIP Documents, are therefore in the best interests of the Debtors' estates and consistent with the Debtors' exercise of their fiduciary duties. The DIP Motion and this Interim Order comply with the requirements of Bankruptcy Local Rule 4001-1(b).

Z. *Permitted Prepetition Liens; Continuation of Prepetition Liens*. Nothing herein shall constitute a finding or ruling by this Court that any alleged Permitted Prepetition Lien is valid, senior, enforceable, prior, perfected or non-avoidable. Moreover, nothing herein shall prejudice the rights of any party-in-interest, including, but not limited to, the DIP Credit Parties, the DIP Secured Parties or the Prepetition Secured Parties, to challenge the validity, priority, enforceability, seniority, avoidability, perfection or extent of any alleged Permitted Prepetition Lien. The right of a seller of goods to reclaim goods under section 546(c) of the Bankruptcy Code is not a Permitted Prepetition Lien, as used herein, and is expressly subject to the DIP Liens and the Prepetition Liens. The Prepetition Liens and the DIP Liens are continuing liens and the Prepetition Collateral and the DIP Collateral, as applicable, are and will continue to be encumbered by such liens.

Based upon the foregoing findings and conclusions, the DIP Motion and the record before the Court with respect to the DIP Motion, and after due consideration and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. *Motion Granted*. The interim relief sought in the DIP Motion is granted, the DIP Financing (including the Rolled-Up Loans) is authorized and approved, and the use of Cash Collateral is authorized, in each case on an interim basis and as set forth herein and subject to the terms and conditions set forth in this Interim Order and the other DIP Documents. All objections and reservations of rights with respect to entry of this Interim Order to the extent not withdrawn, waived, settled or resolved are hereby denied and overruled on the merits. This Interim Order shall become effective immediately upon its entry.

2. *Authorization of the DIP Financing and the DIP Documents*.

(a) The DIP Credit Parties are hereby authorized to execute, deliver, enter into and, as applicable, perform all of their obligations under the DIP Documents and such other and further acts as may be necessary, appropriate or desirable in connection therewith. The DIP Borrower is hereby authorized to borrow money pursuant to and as set forth in the DIP Facility Agreement in an aggregate outstanding principal amount equal to the Interim Amount, including an amount equal to the aggregate amount of the Interim Rolled-Up Loans, and the DIP Guarantors are hereby authorized to provide a guaranty of payment in respect of the DIP Obligations, subject to any limitations on borrowing in this Interim Order and the other DIP Documents, which borrowings shall be used for all purposes permitted under this Interim Order and the other DIP Documents (and be subject to and be in accordance with the Approved Budget (subject to the Permitted Variances)).

(b) In furtherance of the foregoing and without further approval of this Court, each DIP Credit Party is authorized and directed to perform all acts, to make, execute, and deliver all instruments, certificates, agreements, charges, deeds and documents (including, without limitation, the execution or recordation of pledge and security agreements, guarantees, mortgages, financing statements and other similar documents), and to pay all premiums, fees, expenses, costs, charges, reimbursement obligations (contingent or otherwise), disbursements, and indemnities in connection with or that may be reasonably required, necessary or desirable for the DIP Credit Parties' performance of their obligations under or related to the DIP Financing, including, without limitation:

(i) the execution and delivery of, and performance under, each of the DIP Documents and one or more amendments, waivers, consents or other modifications to and

under the DIP Documents, in each case, in such form as the DIP Credit Parties, the DIP Lenders (acting in accordance with the terms of the DIP Facility Agreement) and the Requisite Prepetition Secured Creditors may agree; *provided* that if the Requisite Prepetition Secured Creditors do not consent to such amendment, the Debtors may still petition the Court for approval thereof, and nothing in this Interim Order shall prejudice the ability of the Debtors to seek such approval on an emergency basis; it being understood that so long as the consent of the Requisite Prepetition Secured Creditors has been provided, no further approval of this Court shall be required for any authorizations, waivers, consents or other amendments or modifications to and under the DIP Documents (or any fees or other expenses, including attorneys', accountants', appraisers' and financial advisors' fees, amounts, charges, costs, indemnities and other like obligations, paid in connection therewith) that do not shorten the maturity of the extensions of credit thereunder, increase the aggregate commitments or increase the rate of interest payable or fees that are payable calculated on commitments thereunder (it being further understood that updates, modifications and supplements to the Approved Budget shall not require any further approval of this Court except as otherwise set forth in this Interim Order);

(ii) the non-refundable payment to the DIP Lenders and any other applicable party, in their capacity as such, as the case may be, of all fees, premiums and rights received as consideration under, or in connection with, the DIP Facility, including, without limitation, the commitment fee (as set forth in section 4.3 of the DIP Facility Agreement) and professional fees or other rights under the DIP Facility Agreement and the other DIP Documents (the payment of which fees shall be irrevocable, and shall be, and shall be deemed to have been, approved upon entry of this Interim Order, whether any such fees or premiums arose before, on or after the Petition Date, and whether or not the transactions contemplated hereby are

consummated, and, upon payment thereof, shall not be subject to any contest, attack, rejection, recoupment, reduction, defense, counterclaim, offset, subordination, recharacterization, avoidance, disallowance, impairment or other claim, cause of action or other challenge of any nature under the Bankruptcy Code, applicable non-bankruptcy law or otherwise by any person or Entity (as defined in the Bankruptcy Code)) and any amounts due (or that may become due) in respect of any indemnification and expense reimbursement obligations, in each case as provided for in the DIP Documents or in any separate letter agreements with the Debtors and the costs and expenses as may be due from time to time, including, without limitation, the reasonable and documented fees and expenses (collectively, the "**DIP Fees and Expenses**") of the counsel and advisors to the DIP Secured Parties (including Jones Day, Sinchro Partners Assessoria Empresarial Ltda. and other advisors as may be required by the DIP Lenders and permitted under the DIP Documents (collectively, the "**DIP Lender Advisors**")), without the need to file retention motions or fee applications, in accordance with paragraph 20 below; and

(iii) the performance of all other acts required under or in connection with this Interim Order and the other DIP Documents, including the granting of the DIP Liens and the DIP Superpriority Claims and perfection of the DIP Liens as permitted herein and therein, and to perform such other and further acts as may be necessary, desirable or appropriate in connection therewith, in each case in accordance with the terms of the DIP Documents.

3. *DIP Obligations*. Upon execution and delivery of the DIP Documents, the DIP Documents shall constitute legal, valid, binding and non-avoidable obligations of the DIP Credit Parties, enforceable against each DIP Credit Party and their estates in accordance with the terms of this Interim Order and the other DIP Documents, and any successors thereto, including any trustee appointed in the Chapter 11 Cases, or in any case under chapter 7 of the

Bankruptcy Code upon the conversion of any of the Chapter 11 Cases, or in any other proceedings superseding or related to any of the foregoing (collectively, the "**Successor Cases**"). Upon execution and delivery of the DIP Documents, the DIP Obligations shall include all loans and any other indebtedness or obligations, contingent or absolute, which may now or from time to time be owing by any of the DIP Credit Parties to any of the DIP Secured Parties, in such capacities, in each case, under, or secured by, the DIP Documents (including this Interim Order), including all principal, interest, costs, fees, expenses (including, without limitation, the DIP Fees and Expenses), premiums, indemnities and other amounts under the DIP Documents (including this Interim Order). The DIP Credit Parties shall be jointly and severally liable for the DIP Obligations. Except as permitted hereby, no obligation, payment, transfer or grant of security hereunder or under the other DIP Documents to the DIP Secured Parties (including their Representatives) shall be stayed, restrained, voidable, avoidable or recoverable, under the Bankruptcy Code or under any applicable law (including, without limitation, under any of sections 502(d), 544 and 547 to 550 of the Bankruptcy Code or under any applicable state Uniform Voidable Transactions Act, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act or similar statute or common law (in each case, foreign or domestic)), or subject to any defense, avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether equitable, contractual or otherwise), disallowance, impairment, claim, counterclaim, cross-claim or any other challenge under the Bankruptcy Code or any applicable law or regulation by any person or Entity.

4. *Eligible Prepetition Secured Claims Roll-Up.*

(a) Subject to the terms and conditions set forth in the DIP Facility Agreement and the other DIP Documents, the Debtors shall be authorized to consummate the Roll-Up with

respect to the Interim Rolled-Up Loans and without any further action by the DIP Credit Parties or any other party, the DIP Credit Parties shall be deemed, automatically and without any further action, to convert into and exchange the Eligible Prepetition Secured Claims on a cashless, proportional basis for the Rolled-Up Loans. The aggregate principal amount of all Rolled-Up Loans shall not exceed the amount of the Eligible Prepetition Secured Claims in accordance with the DIP Facility Agreement, of which (i) approximately $103.91 million shall be deemed made immediately upon the funding of the Interim New Money Loans and (ii) subject to entry of the Final Order, approximately $25.98 million shall be deemed made immediately upon the funding of the Final New Money Loans. The Rolled-Up Loans shall be in addition to, and shall not reduce or be counted against, the DIP Commitments or the New Money Loans, and no cash proceeds shall be advanced to, or received by, the Debtors in respect of the Rolled-Up Loans, which shall be deemed made solely in exchange for Eligible Prepetition Secured Claims on a cashless basis. Only Eligible Prepetition Secured Claims held by any DIP Lender, directly or indirectly, or by any Affiliate, designee or beneficial holder of such DIP Lender, shall be eligible to be exchanged for or converted into Rolled-Up Loans, and no holder of any other Prepetition Indebtedness (as defined in the DIP Facility Agreement) or other prepetition claim against any DIP Credit Party shall be entitled to have any claim rolled up, exchanged for or converted into a Rolled-Up Loan or to receive any other treatment under this paragraph 4(a). Upon the deemed exchange of the Eligible Prepetition Secured Claims into the Rolled-Up Loans, the Eligible Prepetition Secured Claims so converted shall be deemed irrevocably cancelled, extinguished and waived and no longer outstanding under the Prepetition Secured PE Agreement and the Prepetition WC Credit Agreement, as applicable, and shall thereafter constitute DIP Obligations hereunder and under the DIP Facility Agreement.

(b) The conversion into and exchange of Eligible Prepetition Secured Claims for Rolled-Up Loans under paragraph 4(a) shall be authorized as compensation for, in consideration for, as a necessary inducement for, and on account of (w) each DIP Lender's commitment to fund the New Money Loans, (x) the agreement of the Prepetition WC Facility Lender and the Prepetition Secured PE Payor to enter into the RSA, the Restructuring Transactions (as defined in the RSA), and the use of the Prepetition WC Facility Collateral (including, for the avoidance of doubt, Cash Collateral (if any)) and Prepetition Secured PE Collateral, (y) the agreement of such Prepetition WC Facility Lender to the priming of the Prepetition WC Facility Liens, and (z) the agreement of such Prepetition Secured PE Payor to the priming of the Prepetition Secured PE Liens, and not as payment under, adequate protection for, or otherwise on account of the Prepetition Secured PE Obligations or the Prepetition WC Facility Obligations. Notwithstanding anything to the contrary herein or in the DIP Documents, the claims and liens in respect of the Rolled-Up Loans shall be entitled to the benefit of the DIP Superpriority Claims and the DIP Priming Liens (each as defined below) on a *pari passu* basis with the New Money Loans. No commitment fee or other fee payable pursuant to this Interim Order or the DIP Facility Agreement shall accrue or be payable in respect of the Rolled-Up Loans; *provided* that interest shall accrue on the Rolled-Up Loans consistent with section 2.4(d) and 4.1 of the DIP Facility Agreement.

(c) The Debtors, the DIP Lenders, the DIP Collateral Agent, the Prepetition WC Facility Lender and the Prepetition Secured PE Payor are hereby authorized and directed to take any actions as may be necessary or advisable to effectuate the issuance of the Rolled-Up Loans.

5. [*Reserved*]

6. [*Reserved*]

7. *Carve-Out*.

(a) As used in this Interim Order, the term "**Carve-Out**" means the sum of: (i) all fees required to be paid to the Clerk of the Court and to the U.S. Trustee under section 1930(a) of title 28 of the United States Code plus interest at the statutory rate, if any, pursuant to 31 U.S.C. § 3717 (without regard to the notice set forth in (iii) below); (ii) all reasonable and documented fees and expenses up to $100,000.00 incurred by a trustee under section 726(b) of the Bankruptcy Code (without regard to the notice set forth in clause (iii) hereof); (iii) subject, in each case, to application of any retainers that may be held and to the extent allowed at any time, whether by interim order, procedural order, final order or otherwise, and including any restructuring fee, sale fee, financing fee, completion fee or other success fee not yet due under the applicable Estate Professional's engagement letter, and including (for the avoidance of doubt) any and all unpaid fees and expenses described in each Estate Professional's Final Statement (as defined herein), all unpaid fees and expenses of persons or firms retained by the Debtors pursuant to section 327, 328, or 363 of the Bankruptcy Code (the "**Debtor Professionals**"), or any statutory committee (if and when appointed pursuant to section 1103 of the Bankruptcy Code) (collectively, the "**Estate Professionals**" and such fees the "**Allowed Professional Fees**") incurred at any time before or on the first business day following delivery by the Required DIP Lenders of a Carve-Out Trigger Notice (as defined herein), subject to the Approved Budget, whether allowed by the Court prior to or after delivery of a Carve-Out Trigger Notice; and (iv) Allowed Professional Fees of the Estate Professionals in an aggregate amount not to exceed $8,000,000.00, in each case incurred after the first business day following delivery

by the Required DIP Lenders of a Carve-Out Trigger Notice, to the extent allowed at any time, whether by interim order, procedural order, final order or otherwise (the amount set forth in this clause (iv), the "**Post-Carve-Out Trigger Notice Cap**" and, together with the amounts set forth in clauses (i) through (iii), the "**Total Carve-Out Cap**"); *provided* that nothing herein shall be construed to impair the ability of any party to object to the fees, expenses, reimbursement or compensation described in this paragraph 7(a) on any grounds. The Carve-Out shall be subject to the applicable restrictions on the use of proceeds of the DIP Loans and Cash Collateral set forth in paragraph 22 of this Interim Order.

(b) Not later than 7:00 p.m. prevailing New York time on the third Business Day (as defined in the DIP Facility Agreement) of each week starting with the first full calendar week following the Petition Date (such third business day of each week, the "Weekly Statement Delivery Date"), each Estate Professional shall deliver to the Debtors a statement setting forth a good-faith estimate of the amount of unpaid fees and expenses (collectively, "**Estimated Fees and Expenses**") incurred during the preceding week by such Estate Professional (through Saturday of such week, the "**Calculation Date**"), along with a good-faith estimate of the cumulative total amount of unreimbursed fees and expenses incurred through the applicable Calculation Date and a statement of the amount of such fees and expenses that have been paid to date by the Debtors (each such statement, a "**Weekly Statement**"); provided that within one Business Day of the delivery of a Carve-Out Trigger Notice, each Estate Professional shall deliver one additional statement (the "**Final Statement**") to the Debtors setting forth a good-faith estimate of the amount of unpaid fees and expenses incurred during the period commencing on the calendar day after the most recent Calculation Date for which a Weekly Statement has been delivered and concluding on the date of the first Business Day following the delivery of

such Carve-Out Trigger Notice (and the Debtors shall cause such Weekly Statement and Final Statement to be delivered on the same day received to the DIP Collateral Agent). If any Estate Professional fails to deliver a Weekly Statement within three (3) calendar days after such Weekly Statement is due, such Estate Professional's entitlement (if any) to any funds in the Carve-Out Account with respect to the aggregate unpaid amount of Allowed Professional Fees for the applicable period(s) for which such Estate Professional failed to deliver a Weekly Statement covering such period shall be limited hereunder (and after giving effect to any retainer then held by such Estate Professional) to the aggregate unpaid amount of Allowed Professional Fees included in the Approved Budget for such period for such Estate Professional.

(c) The Debtors shall, on a weekly basis on or before the first Business Day after the Weekly Statement Delivery Date for each week, transfer cash proceeds of the DIP Facility or Cash Collateral into a separate account, which account shall not be subject to the control of the DIP Secured Parties or any of the Prepetition Agents and Trustees (the "**Carve-Out Account**") in an amount equal to the difference between the then-balance of the Carve-Out Account and the sum of (a) the greater of (i) the aggregate amount of all unpaid fees and expenses reflected in the Weekly Statement delivered by each Estate Professional on the immediately prior Weekly Statement Delivery Date and (ii) the aggregate amount of Allowed Professional Fees contemplated to be incurred in the Approved Budget during such prior week, plus (b) the weekly amount included for such Estate Professionals in the Approved Budget for the current week. Prior to the delivery of a Carve-Out Trigger Notice, the Carve-Out Account shall be held in trust by the Debtors in a segregated account and used solely to satisfy Allowed Professional Fees, subject to the terms herein.

(d) Immediately upon the delivery of a Carve-Out Trigger Notice, and prior to the payment of any DIP Obligations, the DIP Credit Parties shall be required to deposit into the Carve-Out Account cash (whether cash proceeds from the DIP Facility or Cash Collateral) in an amount equal to the difference between the then-balance of the Carve-Out Account and the Total Carve-Out Cap. Notwithstanding anything to the contrary herein or in the other DIP Documents, following delivery of a Carve-Out Trigger Notice, the DIP Secured Parties shall not sweep or foreclose on cash or Cash Collateral (including cash received as a result of the sale or other disposition of any assets) of the Debtors until the Carve-Out Account has been fully funded as pursuant to this paragraph 7(d). Following the delivery of a Carve-Out Trigger Notice, the amounts in the Carve-Out Account shall be available only to satisfy amounts included in the Carve-Out until such amounts are paid in full. The amount in the Carve-Out Account shall be reduced on a dollar-for-dollar basis for amounts included in the Carve-Out that are paid after the delivery of the Carve-Out Trigger Notice, and the Carve-Out Account shall not be replenished for such amounts so paid. The failure of the Carve-Out Account to satisfy in full the amount set forth in the Carve-Out shall not affect the priority of the Carve-Out. For the avoidance of doubt, (i) to the extent the Carve-Out is funded by a draw on the DIP Facility, such borrowed amounts shall constitute DIP Obligations, and (ii) the incurrence or payment of any Carve-Out shall not be restricted by the Approved Budget. In no way shall the Carve-Out, the Carve-Out Account, or any Approved Budget be construed as a cap or limitation on the amount of the Allowed Professional Fees due and payable by the Debtors or that may be allowed by the Court at any time (whether by interim order, final order, or otherwise).

(e) For purposes of the foregoing, "**Carve-Out Trigger Notice**" shall mean a written notice delivered by email by the Required DIP Lenders or (after the Discharge of DIP

Obligations (as defined below)) the Intercreditor Administrative Agent (acting at the direction of the Required Voting Parties (as defined in the Intercreditor Agreement) and for which it shall be entitled to rely conclusively upon and shall not be liable for any acts or omissions upon such direction), to the Debtors, their lead restructuring counsel, the U.S. Trustee and lead counsel to any statutory committee (if and when appointed), which notice may only be delivered following the occurrence and during the continuation of an Event of Default (as defined in the DIP Facility Agreement), stating that the Post-Carve-Out Trigger Notice Cap has been invoked.

(f) For the avoidance of doubt, to the extent that professional fees and expenses of the Estate Professionals have been incurred at any time before or on the first business day after delivery of a Carve-Out Trigger Notice but have not yet been allowed by the Court, such professional fees and expenses of the Estate Professionals shall, subject to the limitations set forth in paragraph 7(a) of this Interim Order, constitute Allowed Professional Fees benefiting from the Carve-Out upon their allowance by the Court, whether by interim or final compensation order and whether before or after delivery of the Carve-Out Trigger Notice, and the Carve-Out Account shall include such professional fees and expenses.

(g) Other than consenting to the use of cash proceeds of the DIP Facility and/or Cash Collateral to fund the Carve-Out, the DIP Secured Parties and the Prepetition Secured Parties shall not be responsible for the payment or reimbursement of any fees or expenses of any Estate Professionals incurred in connection with the Chapter 11 Cases or any Successor Case under any chapter of the Bankruptcy Code. Other than the DIP Secured Parties and the Prepetition Secured Parties consenting to the use of cash proceeds of the DIP Facility and/or Cash Collateral to fund the Carve-Out, nothing in this Interim Order or otherwise shall be construed to obligate any of the DIP Secured Parties or the Prepetition Secured Parties in any

way to pay compensation to or reimburse expenses of any Estate Professional, or to guarantee that the Debtors have sufficient funds to pay such compensation or expense reimbursement.

(h) All funds in the Carve-Out Account shall be used first to pay all obligations benefitting from the Carve-Out other than obligations benefiting from the Post-Carve-Out Trigger Notice Cap, until paid in full, and then the obligations benefitting from the Post-Carve-Out Trigger Notice Cap. If, after paying all amounts set forth in the definition of Carve-Out, the Carve-Out Account has not been reduced to zero, all remaining funds in the Carve-Out Account shall be distributed to the DIP Collateral Agent for the benefit of the DIP Lenders (or, after the DIP Obligations have been indefeasibly paid in full and the DIP Commitments have been terminated, the Intercreditor Administrative Agent for the benefit of the Prepetition Secured Parties).

8. *DIP Superpriority Claims*. Pursuant to section 364(c)(1) of the Bankruptcy Code, all of the DIP Obligations shall constitute allowed superpriority administrative expense claims of the DIP Secured Parties against the DIP Credit Parties on a joint and several basis (without the need to file any proof of claim) with priority over any and all claims against the DIP Credit Parties (other than the Carve-Out and any Pari Passu Debt (as defined below) permitted to be incurred pursuant to paragraph 9(e) of this Interim Order and Section 10.4(b)(xii) of the DIP Facility Agreement), now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code and any and all administrative expenses or other claims arising under section 105, 326, 327, 328, 330, 331, 365, 503(b), 506(c), 507(a), 507(b), 726, 1113 or 1114 of the Bankruptcy Code (including the Adequate Protection Obligations), whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy or

attachment, which allowed claims (the "**DIP Superpriority Claims**") shall, for purposes of section 1129(a)(9)(A) of the Bankruptcy Code, be considered administrative expenses allowed under sections 503(b) and 507(a)(2) of the Bankruptcy Code, and which DIP Superpriority Claims shall be payable from and have recourse to all prepetition and postpetition property of the DIP Credit Parties, the Trust Collateral and all proceeds of the foregoing (excluding claims and causes of action under section 502(d), 544, 545, 547, 548, 549, 550 or 553 of the Bankruptcy Code, or any other avoidance actions under the Bankruptcy Code (collectively, "**Avoidance Actions**"), but including any proceeds or property recovered, unencumbered or otherwise, from Avoidance Actions, whether by judgment, settlement or otherwise ("**Avoidance Proceeds**")) in accordance with this Interim Order and the other DIP Documents. The DIP Superpriority Claims shall be entitled to the full protection of section 364(e) of the Bankruptcy Code in the event that this Interim Order or any provision hereof is vacated, reversed or modified, on appeal or otherwise.

9. *DIP Liens*. As security for the DIP Obligations, subject and subordinate to the Carve-Out and any liens senior by operation of law, effective and automatically and properly perfected upon the date of this Interim Order and without the necessity of the execution, recordation or filing by the DIP Credit Parties or any of the DIP Secured Parties of mortgages, security agreements, control agreements, pledge agreements, financing statements, intellectual property filings or other similar documents, any notation of certificates of title for titled goods or other similar documents, instruments, deeds, charges or certificates, or the possession or control by the DIP Secured Parties of, or over, any property, without any further action by the DIP Secured Parties, the following valid, binding, continuing, enforceable, fully-perfected and non-avoidable security interests and liens (all security interests and liens granted to the DIP Collateral

Agent, for the benefit of the DIP Lenders, pursuant to this Interim Order and the other DIP Documents, the "**DIP Liens**") are hereby granted to the DIP Collateral Agent, for the benefit of the DIP Lenders (all property identified in clauses (a) through (d) below being collectively referred to as the "**DIP Collateral**"[15]):

(a) *Liens on Unencumbered Property*. Pursuant to section 364(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully perfected and non-avoidable first-priority senior security interest (subject and subordinate only to the Carve-Out and any liens senior by operation of law) in, and lien upon, all tangible, intangible, real, personal or mixed prepetition and postpetition property of the DIP Credit Parties or their estates, whether existing on the Petition Date or thereafter acquired, and the proceeds, products, rents and profits thereof, that, on or as of the Petition Date, is not subject to Permitted Prepetition Liens or Prepetition Liens, including, without limitation, any and all unencumbered cash of the DIP Credit Parties (whether maintained with any of the DIP Secured Parties or otherwise) and any investment of cash, inventory, accounts receivable, accounts, investment property, other rights to payment whether arising before or after the Petition Date, contracts, properties, plants, fixtures, machinery, equipment, general intangibles, documents, instruments, securities, goodwill, causes of action, insurance policies and rights, claims and proceeds from insurance, commercial tort claims and claims that may constitute commercial tort claims (known and unknown), chattel paper (including electronic chattel paper and tangible chattel paper), interests in leaseholds, real properties, deposit accounts, patents, copyrights, trademarks, trade names, rights under license agreements and other intellectual property, equity interests of subsidiaries, joint ventures and

[15] Notwithstanding anything to the contrary in this Interim Order, the DIP Collateral does not include the Avoidance Actions but shall include the Avoidance Proceeds.

other entities, wherever located, and the proceeds, products, rents and profits of the foregoing, whether arising under section 552(b) of the Bankruptcy Code or otherwise (the "**Unencumbered Property**").

(b) *Liens Priming Prepetition Liens*. Pursuant to section 364(d)(1) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully perfected and non-avoidable first-priority senior priming security interest in, and lien upon, (i) all tangible and intangible prepetition and postpetition property and assets of the DIP Credit Parties or their estates that is Prepetition Collateral (including, for the avoidance of doubt, the Cash Collateral, Trust Collateral, Non-Possessory Pledge Collateral, and all residual interests of the DIP Borrower in TQPM (so long as no third-party consent is required to pledge them)), regardless of where located, and regardless of whether or not any prepetition liens on such assets are voided, avoided, invalided, lapsed or unperfected; and (ii) all shares of the DIP Credit Parties (collectively, the "**DIP Priming Liens**"), which liens shall be (notwithstanding anything herein to the contrary): (a) senior in all respects to the Prepetition Liens and to the Adequate Protection Liens (as defined herein) granted to the Prepetition Secured Parties on the DIP Collateral, (b) subordinate to the Carve-Out and any liens senior by operation of law, and (c) not subordinate to any lien, security interest or mortgage that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code. The Prepetition Liens shall be primed by and made subject and subordinate to the DIP Priming Liens. In accordance with terms of this Interim Order, (i) the Intercreditor Agreement is hereby deemed amended to provide for the priority of the DIP Priming Liens, and the Collateral Agent is hereby directed to apply the Prepetition Collateral and the DIP Collateral in accordance with the terms of this Interim Order; and (ii) the Intercreditor Agreement is hereby further deemed amended to

provide that the proceeds of Prepetition Collateral or DIP Collateral received in cash shall be applied as set forth in this Interim Order and the DIP Documents prior to any other application of proceeds.

(c) *Liens Junior to Certain Other Liens.* Pursuant to section 364(c)(3) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully perfected security interest in and lien upon all tangible and intangible prepetition and postpetition property of the DIP Credit Parties or their estates, which shall be (i) junior and subordinate to the Carve-Out, (ii) immediately junior and subordinate to any liens senior by operation of law and (iii) senior in all respects to the Adequate Protection Liens.

(d) *Liens Senior to Certain Other Liens*. The DIP Liens shall not be subject or subordinate to or made *pari passu* with (i) any lien or security interest that is avoided and preserved for the benefit of the Debtors or their estates under section 551 of the Bankruptcy Code, (ii) unless otherwise provided for in this Interim Order or the other DIP Documents, any liens or security interests arising after the Petition Date, including, without limitation, any liens or security interests granted in favor of any federal, state, municipal or other governmental unit (including any regulatory body), commission, board or court for any liability of the DIP Credit Parties, (iii) any liens in favor of any of the DIP Credit Parties or their respective shareholders and affiliates (for the avoidance of doubt, any liens referenced in this subclause (iii) shall not include the DIP Liens and the Adequate Protection Liens granted by this Interim Order to such parties); or (iv) any other lien or security interest under section 361, 363 or 364 of the Bankruptcy Code.

(e) *Pari Passu Debt*. Notwithstanding anything to the contrary in this Interim Order, and following Court approval after notice and a hearing, at any time following the

occurrence of an RSA Termination Event (as defined in the DIP Facility Agreement), the DIP Borrower may incur additional indebtedness in an aggregate principal amount not to exceed $150,000,000 outstanding at any time (the "**Pari Passu Debt Cap**"), with the prior written consent of the Requisite Prepetition Secured Creditors; *provided* that, during the first six (6) months of the Standstill Period (as defined below), such incurrence shall also be subject to the consent of the Required DIP Lenders (such indebtedness, the "**Pari Passu Debt**"), which Pari Passu Debt may be secured by Liens on the Collateral ranking *pari passu* with, but not senior to, the DIP Liens securing the DIP Obligations, subject to the holders of (or agent or trustee in respect of) such Pari Passu Debt (or a representative acting on their behalf) entering into an intercreditor agreement reasonably satisfactory to the Required DIP Lenders and the Requisite Prepetition Secured Creditors providing for the ratable sharing of the Collateral and the proceeds thereof between the DIP Secured Parties and the holders of the Pari Passu Debt, and subject to the other conditions set forth in Section 10.4(b)(xii) of the DIP Facility Agreement, including that the proceeds of such Pari Passu Debt shall be applied in accordance with the Approved Budget; *provided* that (i) if there is no agreement on the terms of an Approved Budget addressing the use of proceeds of such Pari Passu Debt in accordance with paragraph 10, all rights are reserved to nevertheless seek approval of such budget from the Court, in connection with the Court's approval of such Pari Passu Debt or otherwise and (ii) the DIP Lenders shall not be required to fund any New Money Loans at any time any such Pari Passu Debt is outstanding. Such Pari Passu Debt may be incurred notwithstanding the occurrence and continuance of any Default or Event of Default (each as defined in the DIP Facility Agreement) and the Liens securing such Pari Passu Debt as described above, is expressly permitted by this Interim Order. Except as set forth in this Interim Order and Section 10.4(b)(xii) of the DIP Facility Agreement,

no other superpriority administrative expense claim or Lien that is *pari passu* with or senior to the DIP Superpriority Claims or the DIP Liens shall be permitted while any DIP Obligations remain outstanding.

10. *Protection of DIP Secured Parties' and Prepetition Secured Parties' Rights*.

(a) Notwithstanding anything to the contrary herein or in the DIP Documents, (i) the Prepetition Secured Parties shall not undertake any foreclosure, credit bid, refinancing of DIP Obligations, recapitalization of the Debtors or other disposition of Collateral (each a "**Dispositive Exercise of Remedies**") at any time when the DIP Obligations are outstanding and the RSA is in effect; *provided*, *however*, the Prepetition Secured Parties can consummate a Dispositive Exercise of Remedies if the RSA is terminated in accordance with its terms and upon the Dispositive Exercise of Remedies the DIP Obligations (including all outstanding principal of the DIP Loans, all accrued and unpaid interest thereon and all fees, expenses, indemnification obligations and other amounts then due and payable under the DIP Documents) are repaid indefeasibly, in full, in cash (such repayment or other repayment or satisfaction of the DIP Obligations that is consented to in writing by the Required DIP Lenders, the "**Discharge of DIP Obligations**") or the Required DIP Lenders have otherwise consented to such Dispositive Exercise of Remedies; (ii) for the avoidance of doubt, in the event the RSA is terminated in accordance with its terms, nothing herein or in any DIP Document shall prohibit the Requisite Prepetition Secured Creditors from seeking to refinance (including during the Standstill Period (as defined below)) the DIP Facility at any time, so long as the DIP Obligations are repaid indefeasibly, in full, in cash; and (iii) if at any point following the initial funding of the DIP Facility, the DIP Obligations are repaid in full, in cash, including due to the occurrence of a

Discharge of DIP Obligations, the DIP Commitments shall be deemed terminated for all purposes.

(b) Upon the occurrence and during the continuation of an Event of Default that has not been waived by the Required DIP Lenders and following delivery of written notice (a "**Termination Notice**") (including by e-mail), on not less than five (5) business days' notice (such five (5) business day period, the "**Remedies Notice Period**") to lead restructuring counsel to each of the Debtors, Inbursa, Braskem, the Ad Hoc Group, any statutory committee (if and when appointed) and the U.S. Trustee (the "**Remedies Notice Parties**"), the Required DIP Lenders may (and any stay otherwise applicable to the DIP Secured Parties, whether arising under section 105 or 362 of the Bankruptcy Code or otherwise, but subject to the terms of this Interim Order (including this paragraph) is hereby modified for such purpose), without further notice to, hearing of or order from this Court, subject to the obligations with respect to the Carve-Out: (i) terminate and/or revoke the Debtors' right under this Interim Order and any other DIP Documents to use any Cash Collateral, other than Post-Termination Cash Collateral Usage (as defined below) and subject to the Carve-Out; (ii) terminate the DIP Facility and any DIP Document as to any future commitment or performance obligation of the DIP Lenders but without affecting any of the DIP Obligations or the DIP Liens securing such DIP Obligations; and (iii) declare all DIP Obligations to be immediately due and payable. Upon delivery of such Termination Notice by the Required DIP Lenders, without further notice to, or order of, the Court, the DIP Lenders' and the Prepetition Secured Parties' consent to use the Cash Collateral (other than Post-Termination Cash Collateral Usage, and subject to the Carve-Out) and the Debtors' ability to incur additional DIP Obligations hereunder will, subject to the expiration of the Remedies Notice Period and unless the Court orders otherwise, automatically terminate, and

the DIP Lenders will have no obligation to provide any additional DIP Loans or other financial accommodations. Upon acceleration of all DIP Obligations, without further notice to or order of the Court, the DIP Lenders' and the Prepetition Secured Parties' consent to the Debtors' use of Cash Collateral will automatically terminate, subject to the permitted Post-Termination Cash Collateral Usage provided in paragraph 10(i) below.

(c) At any time prior to the delivery of a Termination Notice, so long as the Discharge of DIP Obligations has not occurred, (i) none of the DIP Secured Parties, Prepetition Secured Parties, the Intercreditor Administrative Agent, Collateral Agent or other agent or trustee acting with respect to the Collateral shall take any action with respect to the exercise of remedies, enforcement of liens, or the taking of any enforcement action with respect to the Collateral; and (ii) the Prepetition Secured Parties shall not file or cause to be filed any further financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments, or otherwise take any action to perfect their security interests in the DIP Collateral other than, solely as to this clause (ii), (A) the Prepetition Secured Parties filing financing statements or other documents to perfect the liens granted pursuant to this Interim Order and the other DIP Documents or (B) as may be required by applicable state law or foreign law to complete a previously commenced process of perfection or to continue the perfection of valid and non-avoidable liens or security interests existing as of the Petition Date.

(d) From and after the delivery of a Termination Notice, for a period not to exceed fifteen (15) months (the "**Standstill Period**"), during which time the DIP Lenders, Prepetition Secured Parties, and DIP Borrower shall negotiate in good faith to pursue an alternative restructuring transaction, and any exercise of remedies or other action described in paragraphs 10(b) and 10(c)(i) shall be prohibited, and the DIP Secured Parties, Prepetition

Secured Parties, Intercreditor Administrative Agent, Collateral Agent or other agent or trustee acting with respect to the Collateral shall otherwise stand still and refrain from taking any such actions; *provided* that, (i) at any time during the Standstill Period, nothing herein or in any DIP Document shall prohibit (A) the Debtors or any other party that is permitted to do so under section 1121 of the Bankruptcy Code from filing and prosecuting a plan that provides for the Discharge of DIP Obligations upon the consummation thereof or (B) the Requisite Prepetition Secured Creditors from seeking to refinance the DIP Facility in accordance with the foregoing paragraph 10(a)(ii); (ii) from the date that is six (6) months following delivery of a Termination Notice, nothing herein or in any DIP Document shall prohibit the 2029 Notes Secured Parties, 2032 Notes Secured Parties or Prepetition Term Loan Secured Parties from prosecuting a credit bid for any or all of their Collateral, so long as such credit bid (A) is consented to by the Requisite Prepetition Secured Creditors and (B) provides for the Discharge of DIP Obligations upon the consummation thereof; (iii) the DIP Secured Parties, Prepetition WC Facility Lender and Prepetition Secured PE Payor shall have no rights hereunder or under any DIP Document to prohibit the actions set forth in the foregoing clauses (i) and (ii) of this paragraph 10(d) but shall otherwise reserve all rights under the Bankruptcy Code and applicable law to object to and contest such actions; and (iv) the DIP Borrower can incur Pari Passu Debt in accordance with paragraph 9(e) of this Interim Order.

(e) For the avoidance of doubt, from and after the Discharge of DIP Obligations, the DIP Secured Parties shall retain no rights to enforce against, recover from or control any Collateral. Notwithstanding anything to the contrary in this paragraph 10(e), nothing herein shall be deemed to limit, impair or otherwise restrict the rights of the Prepetition Secured Parties under the Prepetition Credit Documents, in each case subject to (i) the DIP Liens, the DIP

Superpriority Claims and the turnover and priority provisions of this Interim Order and the other DIP Documents, (ii) the Standstill Period, and (iii) the requirement that any Dispositive Exercise of Remedies satisfy the conditions set forth in paragraph 10(a).

(f) To the extent any Prepetition Secured Party or DIP Secured Party has possession of any Prepetition Collateral (including the Trust Collateral) or DIP Collateral or has control with respect to any Prepetition Collateral or DIP Collateral, or has been noted as a secured party on any certificate of title for a titled good constituting Prepetition Collateral or DIP Collateral, then such Prepetition Secured Party or DIP Secured Party shall be deemed to maintain such possession or notation or exercise such control as a gratuitous bailee and/or gratuitous agent for perfection for the benefit of the DIP Secured Parties or the Prepetition Secured Parties (as applicable) in accordance with the priorities and rights set forth herein and in the Intercreditor Agreement, and such Prepetition Secured Party or DIP Secured Party, as applicable, shall comply with this paragraph 10, and the DIP Secured Parties and Prepetition Secured Parties (as applicable) agree that any such person shall be deemed, without incurring any liability or duty to any party, to maintain possession or control of any Prepetition Collateral or DIP Collateral in its possession or control as gratuitous bailee and/or sub-collateral gratuitous agent for perfection for the benefit of the DIP Secured Parties and Prepetition Secured Parties with respect to any Prepetition Collateral or DIP Collateral, including any bank accounts.

(g) Any Collateral (including the Trust Collateral) or proceeds thereof received by any Prepetition Secured Party or DIP Secured Party, whether in connection with the exercise of any right or remedy (including setoff) relating to the Collateral or otherwise received by a Prepetition Secured Party or DIP Secured Party, shall be deemed segregated and held in trust and turned over or applied for the benefit of the DIP Secured Parties and Prepetition

Secured Parties (as applicable) in accordance with the priorities and terms set forth herein, with any necessary endorsements, or as a court of competent jurisdiction may otherwise direct.

(h) After expiration of the Standstill Period but prior to exercising the remedies set forth in this paragraph 10(h) or any other remedies (other than those set forth in the above paragraphs 10(b) and 10(c)(ii)), the Controlling Secured Parties[16] shall be required to file a motion with the Court seeking emergency relief (the "**Stay Relief Motion**") on not less than five (5) business days' notice to the Remedies Notice Parties (which may run concurrently with the Remedies Notice Period) for a further order of the Court modifying the Automatic Stay in the Chapter 11 Cases to permit the Controlling Secured Parties to, subject to the foregoing paragraph 10(a) and to the Carve-Out and related provisions, and in the case of the Prepetition Secured Parties, in accordance with the Intercreditor Agreement and the other Prepetition Credit Documents, and subject to the turnover and priority provisions of this Interim Order and the other DIP Documents: (i) freeze or sweep monies or balances in the Debtors' accounts; (ii) enforce any and all rights against the Collateral, including, without limitation, foreclosure on all or any portion of the Collateral, occupying the Debtors' premises, sale or disposition of the Collateral; (iii) terminate and/or revoke the Debtors' right under this Interim Order and any other DIP Documents to use any Cash Collateral (subject to the Carve-Out and related provisions); and (iv) take any other actions or exercise any other rights or remedies permitted under this Interim

[16] "**Controlling Secured Parties**" means: (x) from the date of delivery of a Termination Notice until the date that is 15 months following such delivery and at any time following the Discharge of DIP Obligations, the Requisite Prepetition Secured Creditors (who, for the avoidance of doubt, may also direct the Intercreditor Administrative Agent, Collateral Agent or other agent or trustee with respect to the Collateral or the Prepetition Secured Obligations to take any relevant action that may be taken by the Controlling Secured Parties); and (y) from and after the date that is 15 months following the delivery of a Termination Notice, if the Discharge of DIP Obligations has not yet occurred, the Required DIP Lenders (who, for the avoidance of doubt, may also direct the DIP Collateral Agent, the Designated DIP Lender, or other agent or trustee with respect to the DIP Collateral or the DIP Obligations to take any relevant action that may be taken by the Controlling Secured Parties).

Order, the DIP Documents, the Prepetition Credit Documents or applicable law; *provided* that the Debtors' rights to contest any such relief are fully reserved. The rights and remedies of the DIP Secured Parties and Prepetition Secured Parties specified herein are cumulative and not exclusive of any rights or remedies that such persons or Entities have under the DIP Documents, the Prepetition Credit Documents or otherwise. If the Controlling Secured Parties are permitted by the Court to take any enforcement action with respect to the Collateral following the hearing on the Stay Relief Motion, the Debtors shall cooperate with the Controlling Secured Parties in their efforts to enforce their security interest in the Collateral, and (other than the right to (a) contest whether an Event of Default has occurred and is continuing or (b) seek appropriate relief relating to the non-consensual use of the Cash Collateral) shall not take or direct any person or Entity to take any action designed or intended to hinder or restrict in any respect such Controlling Secured Parties from enforcing their security interests in the Collateral. The Debtors shall promptly cause a copy of any Stay Relief Motion to be served on any party that has filed a request for notices with this Court.

(i) Notwithstanding anything to the contrary in paragraph 10, during the Standstill Period, and thereafter until such time that the Stay Relief Motion has been adjudicated by the Court (including during the Remedies Notice Period), the DIP Credit Parties shall be permitted to use Cash Collateral (i) solely to pay necessary expenses (including, without limitation, the DIP Fees and Expenses (if the Discharge of DIP Obligations has not occurred) and the Adequate Protection Fees and Expenses) and fund the working capital needs and expenditures as set forth in the then-current Approved Budget and in accordance with the DIP Documents (including, for the avoidance of doubt, the consent rights in respect of the DIP Lenders and the Requisite Prepetition Secured Creditors set forth therein) to avoid immediate

and irreparable harm to the Debtors' estates; (ii) for the funding of the Carve-Out; and (iii) as otherwise set forth in any future Approved Budget that is reasonably consented to by the DIP Lenders and the Requisite Prepetition Secured Creditors (collectively, the "**Post-Termination Cash Collateral Usage**"). During the Standstill Period, the Debtors, the DIP Lenders and the Requisite Prepetition Secured Creditors shall work in good faith to negotiate consensual use of Cash Collateral; *provided* that if only one of (x) the DIP Lenders or (y) the Requisite Prepetition Secured Creditors consents to a proposed Approved Budget or other Post-Termination Cash Collateral Usage but such parties do not reach mutual agreement, then such parties or the Debtors may petition the Court to resolve such dispute over use of Cash Collateral and approve a budget therefor.

(j) During the Remedies Notice Period, the Debtors, any statutory committee (if and when appointed) and/or any party in interest shall be entitled to seek an emergency hearing with the Court for the purpose of contesting whether, in fact, an Event of Default (as defined in the DIP Facility Agreement) has occurred and is continuing or to obtain non-consensual use of Cash Collateral. If a motion to obtain non-consensual use of cash collateral is filed pursuant to this paragraph (j), the DIP Credit Parties shall be permitted to use Cash Collateral subject to the limitations of paragraph 10(i) until such motion has been adjudicated by the Court. If a request for such hearing is made prior to the end of the Remedies Notice Period, then the Remedies Notice Period shall be continued until the Court hears and rules with respect thereto.

(k) No rights, protections or remedies of the DIP Secured Parties or the Prepetition Secured Parties granted by the provisions of this Interim Order or the other DIP Documents shall be limited, modified or impaired in any way by: (i) any actual or purported

withdrawal of the consent of any party to the Debtors' authority to continue to use Cash Collateral; (ii) any actual or purported termination of the Debtors' authority to continue to use Cash Collateral; or (iii) the terms of any other order or stipulation related to the Debtors' continued use of Cash Collateral or the provision of adequate protection to any party.

11. *Limitation on Charging Expenses Against Collateral*. Except to the extent of the Carve-Out, no costs or expenses of administration of the Chapter 11 Cases or any Successor Cases or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, shall be charged against or recovered from the DIP Collateral (including Cash Collateral) or Prepetition Collateral pursuant to section 506(c) of the Bankruptcy Code or any similar principle of law, without the prior written consent of the Required DIP Lenders, and no consent shall be implied from any other action, inaction or acquiescence by the DIP Secured Parties or the Prepetition Secured Parties, and nothing contained in this Interim Order shall be deemed to be a consent by the DIP Secured Parties or the Prepetition Secured Parties to any charge, lien, assessment or claims against the Collateral under section 506(c) of the Bankruptcy Code or otherwise; *provided* that the foregoing waiver shall be without prejudice to any provisions of the Final Order with respect to costs or expenses incurred following the entry of such Final Order.

12. *Limited Marshaling*. Solely to the extent asserted by the Prepetition Agents and Trustees on behalf of the Prepetition Secured Parties against the DIP Lenders with respect to any Roll-Up (or Adequate Protection in respect of Prepetition Eligible Secured Claims that are not rolled up) following the expiration of the Standstill Period, the DIP Lenders shall be subject to the equitable doctrine of "marshaling" and any similar doctrine with respect to the DIP Collateral and the DIP Obligations, in each case to the extent that Prepetition Secured PE Collateral and/or

Prepetition WC Facility Collateral otherwise remains available to satisfy such DIP Obligations. Other than as set forth in the immediately preceding sentence, in no other event shall any of the DIP Lenders or the Prepetition Secured Parties be subject to the equitable doctrine of "marshaling" or any similar doctrine with respect to the DIP Collateral, the DIP Obligations, the Prepetition Secured Obligations or the Prepetition Collateral. Further, in no event shall the "equities of the case" exception in section 552(b) of the Bankruptcy Code apply to any of the Prepetition Secured Parties with respect to proceeds, products, offspring or profits of any Prepetition Collateral; *provided*, *however*, that each DIP Secured Party shall use commercially reasonable efforts to first obtain recoveries from DIP Collateral other than Avoidance Proceeds. The foregoing waivers shall be without prejudice to any provisions of the Final Order.

13. *Payments Free and Clear*. Any and all payments or proceeds remitted to the DIP Secured Parties or to or on behalf of the Prepetition Secured Parties pursuant to the provisions of this Interim Order, the other DIP Documents or any subsequent order of the Court shall be irrevocable, received free and clear of any claim, charge, assessment or other liability, including without limitation, any such claim or charge arising out of or based on, directly or indirectly, section 506(c) or 552(b) of the Bankruptcy Code, whether asserted or assessed by through or on behalf of the Debtors.

14. *Use of Cash Collateral*. The Debtors are hereby authorized, subject to the terms and conditions of this Interim Order, to use all Cash Collateral in accordance with the DIP Documents and Approved Budget (subject to the Permitted Variances), (a) the Prepetition Secured Parties are granted the Adequate Protection as hereinafter set forth and (b) except on the terms and conditions of this Interim Order, the Debtors shall be enjoined and prohibited from at any time using the Cash Collateral absent further order of the Court. For the avoidance of doubt,

the DIP Credit Parties are permitted to use Cash Collateral for payment of the Adequate Protection Fees and Expenses, as provided herein.

15. *Disposition of DIP Collateral*. The DIP Credit Parties shall not sell, transfer, lease, encumber or otherwise dispose of any portion of the DIP Collateral (including, for the avoidance of doubt, the Trust Collateral), except as otherwise expressly permitted by the DIP Documents or any further order of the Court.

16. *Adequate Protection of the Prepetition Secured Parties.* The Prepetition Agents and Trustees, in their capacities as lienholders and/or parties authorized to instruct lienholders on behalf of and for the benefit of the Prepetition Secured Parties, are entitled, pursuant to sections 361, 362, 363(e), 364(d)(1) and 507 of the Bankruptcy Code, to adequate protection of their respective interests in the applicable Prepetition Collateral (including, as applicable, Cash Collateral) for the diminution in the value of their respective interests in the Prepetition Collateral (including, as applicable, Cash Collateral) from and after the Petition Date for any reason provided for under the Bankruptcy Code, including, without limitation, any such diminution resulting from the sale, lease or use by the Debtors of the applicable Prepetition Collateral, the priming of the applicable Prepetition Liens by the DIP Liens pursuant to this Interim Order and the other DIP Documents, the payment of any amounts under the Carve-Out or pursuant to this Interim Order, the Final Order or any other order of the Court or provision of the Bankruptcy Code or otherwise, and the imposition of the Automatic Stay (collectively, the "**Adequate Protection Claims**"). In consideration of the foregoing, each of the Prepetition Agents and Trustees, for the benefit of their respective Prepetition Secured Parties, the Prepetition Secured PE Payor, and the Prepetition WC Facility Lender are hereby granted the following as Adequate Protection on account of their respective Adequate Protection Claims and,

in the case of the Prepetition Agents and Trustees for the Prepetition Secured Parties, as an inducement to consent (and to facilitate the deemed consent of the other Prepetition Secured Parties) to the priming of the Prepetition Liens and use of the Prepetition Collateral (including, for the avoidance of doubt, the Cash Collateral and Trust Collateral) (collectively, the "**Adequate Protection Obligations**"):

(a) *Adequate Protection Liens*. Each of the Prepetition Agents and Trustees, for itself and for the benefit of the applicable Prepetition Secured Parties, the Prepetition Secured PE Payor and the Prepetition WC Facility Lender are hereby granted (effective and perfected upon the date of this Interim Order and without the necessity of the execution of any mortgages, security agreements, pledge agreements, financing statements or other agreements) on account of its Adequate Protection Claims, a valid, perfected replacement security interest in and lien upon all of the DIP Collateral (the "**Adequate Protection Liens**"), senior to all other liens but subject and subordinate only to (A) Permitted Prepetition Liens, (B) the DIP Liens and (C) the Carve-Out.

(b) *507(b) Claims*. Each of the Prepetition Agents and Trustees, for itself and for the benefit of the applicable Prepetition Secured Parties, the Prepetition Secured PE Payor and the Prepetition WC Facility Lender are hereby granted, subject to the Carve-Out, an allowed superpriority administrative expense claim in each of the Chapter 11 Cases, against each Debtor on a joint and several basis, and without the need to file any proof of claim, on account of the Adequate Protection Claims in connection with the Prepetition Secured Obligations as provided for in section 507(b) of the Bankruptcy Code (the "**507(b) Claims**"), which 507(b) Claims shall be payable from and have recourse to all DIP Collateral and all proceeds thereof. The 507(b)

Claims shall be subject and subordinate to (A) the DIP Superpriority Claims and (B) the Carve-Out.

(c) *Relative Priority of Adequate Protection Liens and 507(b) Claims*. The grant of Adequate Protection Liens and the 507(b) Claims shall be made consistent with the relative prepetition priority of existing liens set forth in the Prepetition Credit Documents (including, for the avoidance of doubt, the Intercreditor Agreement), to the extent such liens priorities are different.

(d) *Adequate Protection Fees and Expenses*. As further adequate protection, subject to the Carve-Out as set forth in this Interim Order, the DIP Credit Parties shall provide current cash payments of all reasonable and documented prepetition and postpetition fees and expenses of (i) the Prepetition Term Loan Secured Parties, including, but not limited to, the reasonable and documented fees and out-of-pocket expenses of the Inbursa Advisors, (ii) the Ad Hoc Group, including, but not limited to, the reasonable and documented fees and out-of-pocket expenses of the Ad Hoc Group Advisors, (iii) the Prepetition Secured PE Payor and the Prepetition WC Facility Lender, including, but not limited to, the reasonable and documented fees and out-of-pocket expenses of such parties' counsel, professionals, and advisors as further described in paragraph 2(b)(ii) of this Interim Order, and (iv) each of the other Prepetition Agents and Trustees, including, but not limited to, the reasonable and documented fees and out-of-pocket expenses of the 2029 Notes Trustee (and its counsel, Moses & Singer LLP), the 2032 Notes Trustee (and its counsel, Pryor Cashman LLP), Deutsche Bank Trust Company Americas, in its capacities as Intercreditor Administrative Agent, Collateral Agent, Security Trust Collateral Agent, Non-Possessory Collateral Agent and Share Pledge Collateral Agent and its counsel, DLA Piper LLP (US), and special and local counsel (in each applicable jurisdiction) to such

Prepetition Agents and Trustees (such fees and expenses described in the foregoing clauses (i)-(iv), collectively, the "**Adequate Protection Fees and Expenses**"), in each case subject to the review procedures set forth in paragraph 20 of this Interim Order.

(e) *Additional Adequate Protection*. The Debtors shall provide to each of the Prepetition Agents and Trustees for the benefit of its respective Prepetition Secured Parties, the Prepetition Secured PE Payor and the Prepetition WC Facility Lender, at the same time as (and only to the extent that) such reporting is provided to any of the DIP Secured Parties, all reporting required to be provided to any of the DIP Secured Parties under the DIP Documents.

(f) *Continuation of Adequate Protection Covenants*. From entry of the Interim Order and following the Discharge of DIP Obligations, the Prepetition Secured Parties shall be entitled to the continued benefit of the reporting, budget compliance, and other financial covenants set forth in the DIP Facility Agreement and this Interim Order for so long as any Prepetition Secured Obligations remain outstanding. Upon the Discharge of DIP Obligations, and subject to the Roll-Up, all Adequate Protection and indemnification hereunder for the benefit of the Prepetition Secured PE Payor and the Prepetition WC Facility Lender, and the protections of paragraph 22 hereof with respect to such parties shall immediately cease; *provided* that the Prepetition Secured PE Payor and the Prepetition WC Facility Lender shall preserve all of their respective rights under sections 363 and 364 of the Bankruptcy Code or otherwise to petition the Court for stay relief or other rights with respect to any Collateral securing their respective obligations, or to seek additional adequate protection with respect thereto.

(g) *Maintenance of Collateral*. The DIP Credit Parties shall continue to maintain and insure the Prepetition Collateral and DIP Collateral in the amounts, for the risks, and by the entities required under the Prepetition Credit Documents and the DIP Documents.

17. *Reservation of Rights of Prepetition Secured Parties*. Under the circumstances and given that the above-described adequate protection is consistent with the Bankruptcy Code, including section 506(b) thereof, the Court finds that the adequate protection provided herein is reasonable and sufficient to protect the interests of the Prepetition Secured Parties and satisfies the "entire fairness" standard to the extent applicable; *provided* that any of the Prepetition Secured Parties (subject to any applicable contractual limitations on such rights (including as set forth in the Intercreditor Agreement)) may request further or different adequate protection and the DIP Credit Parties and any other party in interest may contest any such request.

18. *Perfection of DIP Liens and Adequate Protection Liens*.

(a) Without in any way limiting the automatically valid and effective perfection of the DIP Liens granted pursuant to paragraph 9 hereof and the Adequate Protection Liens granted pursuant to paragraph 16 hereof, the DIP Secured Parties and the Prepetition Secured Parties are hereby authorized, but not required, to take all actions to file or record (and to execute in the name of the DIP Credit Parties, Mexican Security Trustee, Security Trust Collateral Agent, Share Pledge Collateral Agent, Non-Possessory Pledge Collateral Agent, Intercreditor Administrative Agent, Collateral Agent and other Prepetition Secured Parties (as applicable), as their true and lawful attorneys, with full power of substitution, to the maximum extent permitted by law) financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments in any jurisdiction, or take possession of or control over cash or securities, or to amend or modify security documents (including, but not limited to, the Mexican Security Trust Agreement, Share Pledge Agreement, Non-Possessory Pledge Agreement, and any other Security Document), or enter into, amend or modify intercreditor agreements, or to subordinate existing liens and any other similar action in connection therewith

in a manner not inconsistent herewith or take any other reasonable action, including in jurisdictions and with respect to documents governed by foreign law, in order to document, validate and perfect the liens and security interests granted to them hereunder or under the DIP Documents (the "**Perfection Actions**"). Whether or not the DIP Secured Parties or the Prepetition Secured Parties take such Perfection Actions, the liens and security interests granted hereunder shall be deemed valid, perfected, allowed, enforceable, non-avoidable and not subject to challenge, dispute or subordination, at the time and on the date of entry of this Interim Order. Upon the request of any DIP Secured Party, each of the DIP Credit Parties and Prepetition Secured Parties (other than the Prepetition Agents and Trustees), without any further consent or action of any party or Entity, and at the sole cost of the Debtors as set forth herein, is authorized (in the case of the DIP Credit Parties) and directed (in the case of the Prepetition Secured Parties), and such direction is hereby deemed to constitute required direction under the applicable DIP Documents or Prepetition Credit Documents (as applicable), to take, execute, deliver and file such actions, instruments and agreements (in each case, without representation or warranty of any kind) to enable the DIP Secured Parties or the Prepetition Secured Parties (as applicable) or their designees to further validate, perfect, preserve and, solely to the extent provided for in this Interim Order, and subject to paragraph 10(c) hereof, enforce the DIP Liens in all jurisdictions required under the DIP Facility Agreement and the Prepetition Credit Documents (as applicable) and implement the priorities set forth in this Interim Order, including all local law documentation therefor requested by the Required DIP Lenders or the Requisite Prepetition Secured Creditors (as applicable). All such documents will be deemed to have been recorded and filed as of the Petition Date. The Adequate Protection Liens shall not be subject to Bankruptcy Code sections 506(c), 510, 549, or 550.

(b) A certified copy of this Interim Order may be filed with or recorded in filing or recording offices in addition to or in lieu of such financing statements, mortgages, notices of lien or similar instruments by or on behalf of the DIP Secured Parties or the Prepetition Agents and Trustees, the Prepetition Secured PE Payor and the Prepetition WC Facility Lender, and all filing and recording offices are hereby authorized and directed to accept a certified copy of this Interim Order for filing and/or recording, as applicable. The Automatic Stay shall be modified to the extent necessary to permit the DIP Secured Parties and the Prepetition Agents and Trustees, the Prepetition Secured PE Payor and the Prepetition WC Facility Lender (or their respective designees) to take all actions, as applicable, referenced in this subparagraph (b) and the immediately preceding subparagraph (a).

(c) Without limiting the generality of the foregoing:

(i) The Debtors are hereby directed to obtain a certified and apostilled copy of this Interim Order and a translation of this Interim Order into Spanish, prepared by a certified expert translator (*perito traductor*) duly authorized by the Mexican Federal Judiciary (*Poder Judicial de la Federación*), for the implementation of certain required actions under Mexican law and before the relevant Mexican authorities and notaries, and to deliver written notice of entry of this Interim Order to the Intercreditor Administrative Agent and the Collateral Agent;

(ii) The Intercreditor Agreement shall (x) be deemed to be amended, altered and modified by the terms of this Interim Order and the DIP Documents to provide for the DIP Superpriority Claims, the DIP Liens and priorities and application of proceeds as set forth in this Interim Order and (y) otherwise remain in full force and effect and continue to govern the relative priorities, rights and remedies of the Prepetition Secured Parties (as

applicable) (including the relative priorities, rights and remedies of such parties with respect to replacement liens, administrative expense claims and superpriority administrative expense claims granted or amounts payable in respect thereof by the Debtors under this Interim Order or otherwise); *provided* that, with the consent of the Required DIP Lenders and the Requisite Prepetition Secured Creditors, (a) the Debtors shall have the authority, and (b) upon a request from the DIP Secured Parties, each of the 2029 Notes Trustee, the 2032 Notes Trustee and the Prepetition Term Loan Agent are hereby authorized and directed to instruct the Intercreditor Administrative Agent, and Collateral Agent, in each case, to amend, restate, amend and restate, supplement, waive or otherwise modify the Intercreditor Agreement following entry of this Interim Order in order to give effect to the terms of this Interim Order without the need for further approval of the Court.

(iii) Pursuant to sections 364(d) and 105(a) of the Bankruptcy Code, in order to give effect to, and ensure compliance with, the relief granted under this Interim Order, including for the avoidance of doubt, the DIP Liens granted under this Interim Order, and notwithstanding anything to the contrary contained in the Prepetition Notes Indentures or Intercreditor Agreement, (i) each of the 2029 Notes Trustee, the 2032 Notes Trustee and the Prepetition Term Loan Agent are hereby authorized and directed to instruct the Intercreditor Administrative Agent to (x) instruct each of the Non-Possessory Pledge Collateral Agent and the Share Pledge Collateral Agent, (y) instruct the Security Trust Collateral Agent to instruct the Mexican Security Trustee, and (z) instruct (in the case of clause (b) below), the Collateral Agent, in each case, (a) to make the modifications to each of the Mexican Security Trust Agreement, the Share Pledge Agreement (as defined in the Intercreditor Agreement) and the Non-Possessory Pledge Agreement (as defined in the Intercreditor Agreement), as applicable, as set forth in the

applicable Mexican Security Document Amendment, and (b) upon a request from the DIP Secured Parties, and without any further consent or action of any party or Entity or the need for further approval of the Court, and at the sole cost of the Debtors as set forth herein, to take, execute, deliver and file such actions, instruments, amendments and agreements (in each case, without representation or warranty of any kind) to enable the DIP Secured Parties or the Prepetition Secured Parties (as applicable) or their designees to further validate, perfect, preserve and, solely to the extent provided for in this Interim Order, and subject to paragraph 10(c) hereof, enforce the DIP Liens in all jurisdictions required under the DIP Facility Agreement and the Prepetition Credit Documents (as applicable) and implement the priorities set forth in this Interim Order, including all local law documentation therefor requested by the Required DIP Lenders or the Requisite Prepetition Secured Creditors (as applicable), with all such documents deemed to have been recorded and filed as of the Petition Date; (ii) this Interim Order shall be deemed to constitute such instruction by the 2029 Notes Trustee, 2032 Notes Trustee and the Prepetition Term Loan Agent to the Intercreditor Administrative Agent without the necessity for any further or affirmative act by the 2029 Notes Trustee, the 2032 Notes Trustee or the Prepetition Term Loan Agent; (iii) the Intercreditor Administrative Agent is hereby authorized and directed to (a) (x) instruct each of the Non-Possessory Pledge Collateral Agent and the Share Pledge Collateral Agent and (y) to instruct the Security Trust Collateral Agent to instruct the Mexican Security Trustee, in each case to make the modifications to each of the Mexican Security Trust Agreement, the Share Pledge Agreement (as defined in the Intercreditor Agreement) and the Non-Possessory Pledge Agreement (as defined in the Intercreditor Agreement), as applicable, as set forth in the applicable Mexican Security Document Amendment, and (b) instruct each of the Non-Possessory Pledge Collateral Agent, the Share

Pledge Collateral Agent, the Security Trust Collateral Agent, and the Collateral Agent to take the actions set forth in clause (i)(b) above; (iv) this Interim Order shall be deemed to constitute such instruction by the Intercreditor Administrative Agent without the necessity for any further or affirmative act by the Intercreditor Administrative Agent; (v) the Security Trust Collateral Agent is hereby authorized and directed to instruct the Mexican Security Trustee to make modifications to the Mexican Security Trust Agreement as set forth in the Mexican Security Trust Amendment, and (vi) this Interim Order shall be deemed to constitute such instruction by the Security Trust Collateral Agent without the necessity for any further or affirmative act by the Security Trust Collateral Agent. In taking such acts, each of the Prepetition Agents and Trustees shall be (i) entitled to all of the rights, protections, privileges, benefits, immunities and indemnities afforded to it under the Prepetition Credit Documents to which it is a party, the RSA, this Interim Order and the other the DIP Documents, as applicable, and (ii) be deemed conclusively to have acted in good faith, at the direction of this Court, and in reliance on the terms of this Interim Order and protections provided herein. None of the Prepetition Agents and Trustees, the Mexican Security Trustee, the Share Pledge Collateral Agent, or the Non-Possessory Pledge Collateral Agent shall be liable for any action it takes or is deemed to take that is authorized and/or directed by this Interim Order.

(iv) The Debtors are directed to ensure that the signatures of the applicable parties to the Mexican Security Trust Amendment, the Mexican Share Pledge Amendment and the Mexican Non-Possessory Pledge Amendment are notarized and that the notarized Mexican Security Trust Amendment, Mexican Share Pledge Amendment and Mexican Non-Possessory Pledge Amendment shall be filed and registered before the Single Registry of

Movable Guarantees (*Registro Único de Garantías Mobiliarias*) in Mexico and other applicable registries in order to perfect the amended security interests.

19. *Preservation of Rights Granted Under this Interim Order*.

(a) Other than the Carve-Out, any Pari Passu Debt (and Liens securing such Pari Passu Debt) permitted to be incurred pursuant to paragraph 9(e) of this Interim Order and Section 10.4(b)(xii) of the DIP Facility Agreement, and other claims and liens expressly granted or permitted by this Interim Order, no claim or lien having a priority senior to or *pari passu* with those granted by this Interim Order to the DIP Collateral Agent, for the benefit of the DIP Lenders or the Prepetition Secured Parties shall be permitted while any of the DIP Obligations or the Adequate Protection Obligations remain outstanding, and, except as otherwise expressly provided in or permitted under this Interim Order, the DIP Liens and the Adequate Protection Liens shall not be subject or subordinated to or made *pari passu* with (i) any lien or security interest that is avoided and preserved for the benefit of the Debtors' estates under section 551 of the Bankruptcy Code; (ii) any other lien or security interest, whether under section 361, 363 or 364 of the Bankruptcy Code or otherwise; (iii) any liens arising after the Petition Date, including, without limitation, any liens or security interests granted in favor of any federal, state, municipal or other domestic or foreign governmental unit (including any regulatory body), commission, board or court for any liability of the DIP Credit Parties; or (iv) any liens in favor of any of the DIP Credit Parties or their respective shareholders and affiliates (for the avoidance of doubt, any liens referenced in this subclause (iv) shall not include the DIP Liens, the 2029 Notes Liens, the 2032 Notes Liens, the Prepetition Term Loan Liens, and the Adequate Protection Liens granted by this Interim Order to such parties, as applicable); *provided* that the foregoing shall not restrict

the incurrence of Pari Passu Debt or the Liens securing such Pari Passu Debt permitted pursuant to paragraph 9(e) of this Interim Order and Section 10.4(b)(xii) of the DIP Facility Agreement.

(b) Upon the occurrence and continuance of any Event of Default, the DIP Lenders shall deliver a written notice to the DIP Borrower, counsel to the DIP Borrower, DIP Lender Advisors, the Inbursa Advisors, the Ad Hoc Group Advisors, the U.S. Trustee and lead counsel to any statutory committee (if and when appointed). Notwithstanding any order that may be entered dismissing any of the Chapter 11 Cases under section 1112 of the Bankruptcy Code or converting any of these Chapter 11 Cases to cases under chapter 7, and subject to the Carve-Out: (i) the DIP Superpriority Claims, the DIP Liens, the 507(b) Claims, the Adequate Protection Liens, the other Adequate Protection Obligations in connection with the Prepetition Secured Obligations and any claims related to the foregoing shall continue in full force and effect and shall maintain their priorities as provided in this Interim Order until all DIP Obligations and Adequate Protection Obligations shall have been paid in full (and such DIP Superpriority Claims, DIP Liens, Adequate Protection Claims, Adequate Protection Liens and other Adequate Protection Obligations shall, notwithstanding such dismissal or conversion, remain binding, valid and enforceable on all parties in interest, including, without limitation, any appointed trustee or other estate representative appointed in the Chapter 11 Cases or any Successor Cases); (ii) the other rights granted by this Interim Order, including with respect to the Carve-Out, shall not be affected; and (iii) this Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing the claims, liens and security interests referred to in this paragraph and otherwise in this Interim Order.

(c) If any or all of the provisions of this Interim Order are hereafter reversed, modified, vacated or stayed, such reversal, modification, vacatur or stay shall not affect:

(i) the validity, priority or enforceability of any DIP Obligations or Adequate Protection Obligations incurred prior to the DIP Secured Parties' or the Prepetition Agents and Trustees', as applicable, actual receipt of written notice of the effective date of such reversal, modification, vacatur or stay; (ii) the validity, priority or enforceability of the DIP Liens, the Prepetition Liens, the Adequate Protection Liens or the Carve-Out or (iii) the validity or enforceability of the Mexican Security Trust Amendment, Mexican Share Pledge Amendment, Mexican Non-Possessory Pledge Amendment and the deemed amendments to the Intercreditor Agreement provided herein. Notwithstanding any such reversal, modification, vacatur or stay of any use of Cash Collateral, any DIP Obligations, DIP Liens, Adequate Protection Claims, Adequate Protection Liens or other Adequate Protection Obligations incurred by the DIP Credit Parties and granted to the DIP Secured Parties or the Prepetition Secured Parties, as the case may be, prior to the DIP Secured Parties' or the Prepetition Agents and Trustees', as applicable, actual receipt of written notice of the effective date of such reversal, modification, vacatur or stay shall be governed in all respects by the original provisions of this Interim Order and other DIP Documents, and the DIP Secured Parties and the Prepetition Secured Parties shall be entitled to, and are hereby granted, all the rights, remedies, privileges and benefits arising under sections 364(e) and 363(m) of the Bankruptcy Code, this Interim Order and the other DIP Documents with respect to all uses of Cash Collateral, DIP Obligations and Adequate Protection Obligations.

(d) Except as expressly provided in this Interim Order or in the other DIP Documents, the DIP Liens, the DIP Superpriority Claims, the 507(b) Claims, the Adequate Protection Liens, the other Adequate Protection Obligations and all other rights and remedies of the DIP Secured Parties and the other Prepetition Secured Parties granted by the provisions of this Interim Order (including the deemed amendments to the Intercreditor Agreement), the

Mexican Security Trust Amendment, the Mexican Share Pledge Amendment, the Mexican Non-Possessory Pledge Amendment and the other DIP Documents shall survive, and shall not be modified, impaired or discharged by: (i) the entry of an order converting any Chapter 11 Case to a Successor Case (including, without limitation, a case under chapter 7 of the Bankruptcy Code), dismissing any Chapter 11 Case, terminating the joint administration of these Chapter 11 Cases or by any other act or omission; (ii) the entry of an order approving the sale of any DIP Collateral pursuant to section 363(b) of the Bankruptcy Code (except to the extent permitted by the DIP Documents); or (iii) the entry of an order confirming a chapter 11 plan in any of the Chapter 11 Cases and, pursuant to section 1141(d)(4) of the Bankruptcy Code, the DIP Credit Parties have waived any discharge as to any remaining DIP Obligations or Adequate Protection Obligations. The terms and provisions of this Interim Order and the other DIP Documents shall continue in these Chapter 11 Cases (including if these Chapter 11 Cases cease to be jointly administered) and in any Successor Cases, and the DIP Liens, the DIP Superpriority Claims, the 507(b) Claims, the Adequate Protection Liens, the other Adequate Protection Obligations and all other rights and remedies of the DIP Secured Parties and the Prepetition Secured Parties granted by the provisions of this Interim Order and the other DIP Documents shall continue in full force and effect until the DIP Obligations and the Adequate Protection Obligations are indefeasibly paid in full in cash (or in accordance with the RSA and DIP Facility Agreement), as set forth herein and in the other DIP Documents, and the DIP Commitments have been terminated (and, in the case of rights and remedies of the Prepetition Secured Parties, shall remain in full force and effect thereafter, subject to the terms of this Interim Order).

20. *Payment of Fees and Expenses*. The DIP Credit Parties are authorized to and shall pay the DIP Fees and Expenses and the Adequate Protection Fees and Expenses. Subject to

the review procedures set forth in this paragraph 20, payment of all DIP Fees and Expenses and Adequate Protection Fees and Expenses, shall not be subject to allowance or review by the Court. The Inbursa Advisors, the Ad Hoc Group Advisors, the DIP Lender Advisors, and the professionals for the Prepetition Agents and Trustees shall not be required to comply with the U.S. Trustee fee guidelines; however, any time that such professionals seek payment of fees and expenses from the Debtors prior to confirmation of a chapter 11 plan, each professional shall provide summary copies of its invoices (which shall not be required to contain time detail and which may be redacted or modified to the extent necessary to delete any information subject to the attorney-client privilege, any information constituting attorney work product or any other confidential information, and the provision of such invoices shall not constitute any waiver of the attorney client privilege or of any benefits of the attorney work product doctrine or any other evidentiary privilege or protection recognized under applicable law) to the Debtors, the Inbursa Advisors, the Ad Hoc Group Advisors, the DIP Lender Advisors, counsel to any statutory committee (if and when appointed) and the U.S. Trustee (collectively, the "**Review Parties**"). Any objections raised by any Review Party with respect to such invoices must be in writing and state with particularity the grounds therefor and must be submitted to the applicable professional within ten (10) calendar days after the receipt of any such invoices by the Review Parties (the "**Review Period**"). If no written objection is received by 12:00 p.m., prevailing Central Time, on the end date of the Review Period, the DIP Credit Parties shall promptly pay such invoices within five (5) business days. If an objection to a professional's invoice is received within the Review Period, the DIP Credit Parties shall pay within five (5) business days the undisputed amount of the invoice without the necessity of filing formal fee applications, regardless of whether such amounts arose or were incurred before or after the Petition Date, and this Court

shall have jurisdiction to determine the disputed portion of such invoice if the parties are unable to resolve the dispute consensually. Notwithstanding the foregoing, the Debtors are authorized and directed to pay on the Effective Date (as defined in the DIP Facility Agreement) any DIP Fees and Expenses and Adequate Protection Fees and Expenses, incurred on or prior to such date without the need for any professional to first deliver a copy of its invoice or other supporting documentation to the Review Parties (other than the Debtors); *provided*, however, that any professional seeking payment of DIP Fees or Adequate Protection Fees and Expenses on the Effective Date (as defined in the DIP Facility Agreement) shall deliver to the Debtors an invoice for amounts due, which may include estimates as necessary, no later than two (2) business days prior to the Effective Date (as defined in the DIP Facility Agreement). No attorney or advisor to any DIP Secured Party or any Prepetition Secured Party (including the Inbursa Advisors and the Ad Hoc Group Advisors) shall be required to file an application seeking compensation for services or reimbursement of expenses with the Court. Any and all fees, costs and expenses paid prior to the Petition Date by any of the Debtors to or for the benefit of the DIP Secured Parties, the Prepetition Agents and Trustees, or the other Prepetition Secured Parties, in connection with or with respect to the DIP Facility, the Debtors or these Chapter 11 Cases, are hereby approved in full and shall not be subject to recharacterization, avoidance, subordination, disgorgement or any similar form of recovery by the Debtors or any other person. The Automatic Stay shall be modified to the extent necessary to permit the Debtors to pay all amounts, as applicable, referenced in this paragraph 20.

21. *Effect of Stipulations on Third Parties*. The Debtors' stipulations, admissions, agreements and releases contained in this Interim Order (the "**Stipulations**") shall be binding upon the Debtors and any successors thereto (including, without limitation, any chapter 7 or

chapter 11 trustee or examiner appointed or elected for any of the Debtors) in all circumstances and for all purposes. The Stipulations shall be binding upon all other parties in interest, including, without limitation, any statutory or non-statutory committees appointed or formed in the Chapter 11 Cases and any other person or Entity acting or seeking to act on behalf of the Debtors' estates including any chapter 7 or chapter 11 trustee or examiner appointed or elected for any of the Debtors, in all circumstances and for all purposes, unless: (a) such committee or any other party in interest with requisite standing (in each case, to the extent requisite standing is obtained pursuant to an order of this Court entered prior to the expiration of the Challenge Period, and subject in all respects to any agreement or applicable law that may limit or affect such Entity's right or ability to do so) has timely filed an adversary proceeding or contested matter (subject to the limitations contained herein, including, *inter alia*, in this paragraph) on or before the earlier of (i) the date of the confirmation of the Debtors' chapter 11 plan of reorganization, (ii) as to any statutory committee (if and when appointed) only, sixty (60) calendar days after the appointment of such statutory committee, and (iii) as to all other parties in interest, thirty (30) calendar days after entry of this Interim Order (the "**Challenge Period**," and the date of expiration of the Challenge Period, the "**Challenge Period Termination Date**"); *provided, however*, that if, prior to the end of the Challenge Period, (x) these Chapter 11 Cases convert to chapter 7, or (y) if a chapter 11 trustee is appointed, then, in each such case, the Challenge Period shall be extended by the later of (A) the time remaining under the Challenge Period plus thirty (30) days and (B) such other time as ordered by the Court solely with respect to any such trustee, commencing on the occurrence of either of the events discussed in the foregoing clauses (x) and (y); (i) objecting to or challenging the amount, validity, perfection, enforceability, priority or extent of the Prepetition Secured Obligations or the Prepetition Liens,

or (ii) otherwise asserting or prosecuting any action for preferences, fraudulent transfers or conveyances, other avoidance power claims or any other claims, counterclaims or causes of action, objections, contests or defenses (collectively, the "**Challenges**") against the Prepetition Secured Parties or Inbursa, or each of their respective subsidiaries, affiliates, officers, directors, managers, principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives and other professionals and the respective successors and assigns thereof, in each case in their respective capacity as such (each, a "**Representative**" and collectively, the "**Representatives**") in connection with matters related to the Prepetition Credit Documents, the Prepetition Secured Obligations, the Prepetition Liens, the Prepetition Collateral, the Debtors, the Debtors' non-Debtor affiliates, or these Chapter 11 Cases; and (b) there is a final non-appealable order in favor of the plaintiff sustaining any such Challenge in any such timely filed adversary proceeding or contested matter; *provided*, that any pleadings filed in connection with any Challenge shall set forth with specificity the basis for such Challenge, and any Challenges not so specified prior to the expiration of the Challenge Period shall be deemed forever, waived, released and barred including any amended or additional claims that may or could have been asserted thereafter through an amended complaint under Fed. R. Civ. P. 15 or otherwise. If no such Challenge is timely and properly filed during the Challenge Period or the Court does not rule in favor of the plaintiff in any such proceeding then: (i) the Stipulations shall be binding on all parties in interest; (ii) the obligations of the DIP Credit Parties under the Prepetition Credit Documents, including the Prepetition Secured Obligations, shall constitute allowed claims not subject to defense avoidance, reduction, setoff, recoupment, recharacterization, subordination (whether equitable, contractual or otherwise, except pursuant to the Intercreditor Agreement), disallowance, impairment, claim, counterclaim, cross-claim or any

other challenge under the Bankruptcy Code or any applicable law or regulation by any person or Entity for all purposes in the Chapter 11 Cases, and any subsequent chapter 7 case(s) and (iii) the Prepetition Liens on the Prepetition Collateral shall be deemed to have been, as of the Petition Date, legal, valid, binding and perfected security interests and liens, not subject to defense, avoidance, reduction, setoff, recoupment, recharacterization, subordination (whether equitable, contractual (other than pursuant to the Intercreditor Agreement) or otherwise), disallowance, impairment, claim, counterclaim, cross-claim or any other challenge under the Bankruptcy Code or any applicable law or regulation by any person or Entity, including any statutory or non-statutory committees appointed or formed in the Chapter 11 Cases or any other party in interest acting or seeking to act on behalf of the Debtors' estates, including, without limitation, any successor thereto (including, without limitation, any chapter 7 trustee or chapter 11 trustee or examiner appointed or elected for any of the Debtors) and any defense, avoidance, reduction, setoff, recoupment, recharacterization, subordination (whether equitable, contractual (other than pursuant to the Intercreditor Agreement) or otherwise), disallowance, impairment, claim, counterclaim, cross-claim or any other challenge under the Bankruptcy Code or any applicable law or regulation by any statutory or non-statutory committees appointed or formed in the Chapter 11 Cases or any other party acting or seeking to act on behalf of the Debtors' estates, including, without limitation, any successor thereto (including, without limitation, any chapter 7 trustee or chapter 11 trustee or examiner appointed or elected for any of the Debtors), whether arising under the Bankruptcy Code or otherwise, against any of the Prepetition Secured Parties or Inbursa or each of their respective Representatives arising out of or relating to any of the Prepetition Credit Documents, the Prepetition Secured Obligations, the Prepetition Liens, or the Prepetition Collateral shall be deemed forever waived, released and barred. If any such

Challenge is timely filed during the Challenge Period, the Stipulations shall nonetheless remain binding and preclusive (as provided in the second sentence of this paragraph) on each other statutory or non-statutory committee appointed or formed in the Chapter 11 Cases and on any other person or Entity, except (solely with respect to the party filing the Challenge) to the extent that such stipulations, admissions, agreements and releases were expressly and successfully challenged in such Challenge as set forth in a final, non-appealable order of a court of competent jurisdiction. Nothing in this Interim Order vests or confers on any Entity, including any statutory or non-statutory committees appointed or formed in these Chapter 11 Cases, standing or authority to pursue any claim or cause of action belonging to the Debtors or their estates, including, without limitation, Challenges with respect to the Prepetition Credit Documents, the Prepetition Secured Obligations, the Prepetition Liens, the Debtors, or these Chapter 11 Cases and any ruling on standing (including any appeals thereof) shall not stay or otherwise delay the Chapter 11 Cases or confirmation of any plan of reorganization.

22. *Limitation on Use of DIP Financing Proceeds and Collateral*. Notwithstanding any other provision of this Interim Order or any other order entered by the Court, no portion or proceeds of any DIP Loans, DIP Collateral, Prepetition Collateral (including Cash Collateral), or the Carve-Out, may be used directly or indirectly, including without limitation through reimbursement of professional fees of any non-Debtor party, in connection with (a) the investigation, threatened initiation or prosecution of any claims, causes of action, adversary proceedings or other litigation (i) against any of the DIP Secured Parties, the Prepetition Secured Parties, Inbursa, or their respective predecessors-in-interest or Representatives, in each case in their respective capacities as such, or any action purporting to do the foregoing in respect of the DIP Obligations, DIP Liens, DIP Superpriority Claims, Prepetition Secured Obligations,

Prepetition Liens, and/or the Adequate Protection Claims, Adequate Protection Liens and other Adequate Protection Obligations granted to the Prepetition Secured Parties, as applicable, or (ii) challenging the amount, validity, perfection, priority or enforceability of or asserting any defense, counterclaim or offset with respect to the DIP Obligations, the Prepetition Secured Obligations, and/or the liens, claims, rights or security interests granted under this Interim Order, the Final Order, the other DIP Documents, or the Prepetition Credit Documents in respect of the DIP Obligations or the Prepetition Secured Obligations, including, in the case of each (i) and (ii), without limitation, for lender liability or pursuant to section 105, 510, 544, 547, 548, 549, 550 or 552 of the Bankruptcy Code, applicable non-bankruptcy law or otherwise (*provided* that, notwithstanding anything to the contrary herein, the proceeds of the DIP Loans and/or DIP Collateral (including Cash Collateral) may be used by any statutory official committee (if any) to investigate but not to prosecute or initiate the prosecution of, including the preparation of any complaint or motion on account of (x) the claims and liens of the Prepetition Secured Parties and (y) potential claims, counterclaims, causes of action or defenses against the Prepetition Secured Parties, Inbursa, or their respective affiliates, up to an aggregate cap of no more than $50,000); (b) any attempt to prevent, hinder or otherwise delay or interfere with the Prepetition Secured Parties' or the DIP Secured Parties', as applicable, enforcement or realization on the Prepetition Secured Obligations, Prepetition Collateral, DIP Obligations, DIP Collateral, and the liens, claims and rights granted to such parties under the Interim Order or Final Order, as applicable, each in accordance with this Interim Order, the other DIP Documents, the Prepetition Credit Documents (including the Intercreditor Agreement); (c) any attempt to seek to modify any of the rights and remedies granted to the Prepetition Secured Parties, the DIP Secured Parties, or Inbursa under this Interim Order, the other DIP Documents or the Prepetition Credit Documents

(including the Intercreditor Agreement), as applicable, other than in accordance with this Interim Order; (d) to apply to the Court for authority to approve superpriority claims or grant liens (other than the liens and claims granted hereunder or permitted pursuant to the other DIP Documents) or security interests in the DIP Collateral or any portion thereof that are senior to, or on parity with, the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Claims, the Adequate Protection Liens, or the other Adequate Protection Obligations; *provided* that this Interim Order shall not restrict an application or grant of superpriority liens or claims that are senior to or *pari passu* with DIP Liens, DIP Superpriority Claims, any 507(b) Claims, Adequate Protection Liens or other Adequate Protection in favor of the Prepetition Secured PE Payor or the Prepetition WC Facility Lender (or any successors or assigns thereof), if the Discharge of DIP Obligations has already occurred or will occur contemporaneously with such grant of superpriority claims or liens; or (e) to pay or to seek to pay any amount on account of any claims arising prior to the Petition Date unless such payments are approved or authorized by the Court, agreed to in writing by the Required DIP Lenders or are expressly permitted under this Interim Order or under the other DIP Documents (including the Approved Budget, subject to the Permitted Variances), in each case unless all DIP Obligations, Prepetition Secured Obligations, Adequate Protection Obligations, and claims granted to the DIP Secured Parties and Prepetition Secured Parties under this Interim Order have been refinanced or paid in full in cash (including the cash collateralization of any letters of credit). For the avoidance of doubt, this paragraph 22 shall not limit the Debtors' right to use DIP Collateral to contest whether an Event of Default (as defined in the DIP Facility Agreement) has occurred hereunder pursuant to and consistent with paragraph 10(j) of this Interim Order.

23. *Indemnification*. Each of the Prepetition Secured Parties and the DIP Secured Parties have acted in good faith and without negligence, misconduct, or violation of public policy or law, in respect of all actions taken by them in connection with or related in any way to negotiating, implementing, documenting or obtaining requisite approvals of the DIP Financing (including the Rolled-Up Loans) and the use of Cash Collateral, including in respect of the granting of the DIP Liens and the Adequate Protection Liens, any challenges or objections to the DIP Financing (including the Rolled-Up Loans) or the use of Cash Collateral, the DIP Documents and all other documents related to and all transactions contemplated by the foregoing. Accordingly, without limitation to any other right to indemnification, the Prepetition Secured Parties and the DIP Secured Parties (each in their capacity as such) shall be and hereby are indemnified (as applicable) and held harmless from all costs, expenses (including but not limited to reasonable and documented legal fees and expenses), and liabilities arising out of or relating to the transactions contemplated hereby and any actual or proposed use of the proceeds of any loans made under the DIP Financing, including as provided in the Prepetition Credit Documents and the DIP Documents, as applicable, including, without limitation, Section 14.4 of the DIP Facility Agreement, Section 9.02 of the Intercreditor Agreement, Section 7.6 of 2029 Notes Indenture, Section 7.6 of 2032 Notes Indenture, Section 13.4 of the Prepetition WC Credit Agreement and Section 14.4 of the Prepetition Term Loan Credit Agreement. No party indemnified pursuant to this Interim Order shall have any liability to the Debtors or any shareholders or creditors of the Debtors for or in connection with the transactions contemplated hereby (except to the extent such liability is found in a final non-appealable judgement by a court of competent jurisdiction to have resulted solely from such party's gross negligence, willful misconduct or fraud) which indemnity shall have equal priority and lien status to the DIP

Superpriority Claims. The Debtors agree that no exception or defense in contract, law or equity exists as of the date of this Interim Order to any obligation set forth, as the case may be, in this paragraph 23 or otherwise in the DIP Documents, or in the applicable Prepetition Credit Documents to indemnify and/or hold harmless any DIP Secured Party or any Prepetition Secured Party, as the case may be, and any such defenses are hereby waived.

24. *Interim Order Governs*. In the event of any inconsistency between the provisions of this Interim Order, the other DIP Documents (including, but not limited to, with respect to the Adequate Protection Obligations) or the Prepetition Credit Documents, the provisions of this Interim Order shall govern. Notwithstanding the relief granted in any other order by this Court, (a) all payments and actions by any of the Debtors pursuant to the authority granted therein shall be consistent with and subject to the terms and conditions set forth in this Interim Order and the other DIP Documents, as applicable, including compliance with the Carve-Out and Approved Budget (subject to the Permitted Variances) and (b) to the extent there is any inconsistency between the terms of such other order and this Interim Order, this Interim Order shall control, in each case, except to the extent expressly provided otherwise in such other order.

25. *Binding Effect; Successors and Assigns*. The DIP Documents, including the provisions of this Interim Order, including all findings herein, shall be binding upon all parties in interest in these Chapter 11 Cases, including, without limitation, the DIP Secured Parties, the Prepetition Secured Parties, any statutory or non-statutory committees appointed or formed in these Chapter 11 Cases, the Debtors and their respective successors and assigns (including any chapter 7 or chapter 11 trustee hereinafter appointed or elected for the estate of any of the Debtors, an examiner appointed pursuant to section 1104 of the Bankruptcy Code, or any other fiduciary appointed as a legal representative of any of the Debtors or with respect to the property

of the estate of any of the Debtors) and shall inure to the benefit of the DIP Secured Parties, the Prepetition Secured Parties, Inbursa and the Debtors and their respective successors and assigns; *provided* that the DIP Secured Parties and the Prepetition Secured Parties shall have no obligation to permit the use of the Prepetition Collateral (including Cash Collateral) by, or to extend any financing to, any chapter 7 trustee, chapter 11 trustee or similar responsible person appointed for the estates of the Debtors.

26. *Exculpation*. Nothing in this Interim Order, the other DIP Documents, the Prepetition Credit Documents, or any other documents related to the transactions contemplated hereby shall in any way be construed or interpreted to impose or allow the imposition upon any DIP Secured Party, Prepetition Secured Party or Inbursa of any liability for any claims arising from the prepetition or postpetition activities of the Debtors in the operation of their businesses, or in connection with their restructuring efforts. The DIP Secured Parties and Prepetition Secured Parties shall not, in any way or manner, be liable or responsible for (a) the safekeeping of the DIP Collateral or Prepetition Collateral, (b) any loss or damage thereto occurring or arising in any manner or fashion from any cause, (c) any diminution in the value thereof or (d) any act or default of any carrier, servicer, bailee, custodian, forwarding agency or other person and (e) all risk of loss, damage or destruction of the DIP Collateral or Prepetition Collateral shall be borne by the Debtors.

27. *Limitation of Liability*. In determining to make any loan or other extension of credit under the DIP Documents, to permit the use of the DIP Collateral or Prepetition Collateral (in each case, including Cash Collateral) or in exercising any rights or remedies as and when permitted pursuant to this Interim Order or the other DIP Documents or Prepetition Credit Documents, (a) none of the DIP Secured Parties or Prepetition Secured Parties shall (i) have any

liability to any third party or (ii) owe any fiduciary duty to the Debtors, their respective creditors, shareholders or estates (with respect to the DIP Lenders, Prepetition WC Facility Lender, Prepetition Secured PE Payor, solely in their respective capacities as DIP Lender or Prepetition Secured Party), (b) none of the 2029 Notes Secured Parties, 2032 Notes Secured Parties, Prepetition Term Loan Secured Parties, or Inbursa shall be deemed to be in "control" of the operations of the Debtors; and (c) none of the DIP Secured Parties or Prepetition Secured Parties shall be deemed to be acting as a "Responsible Person" or "Owner" or "Operator" or "managing agent" with respect to the operation or management of any of the Debtors (as such terms or similar terms are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, *et seq.*, as amended, or any other federal or state statute, including the Internal Revenue Code). Furthermore, nothing in this Interim Order shall in any way be construed or interpreted to impose or allow the imposition upon any of the DIP Secured Parties or Prepetition Secured Parties (each in their capacity as such) of any liability for any claims arising from the prepetition or postpetition activities of any of the Debtors and their respective affiliates (as defined in section 101(2) of the Bankruptcy Code).

28. *Master Proofs of Claim*. The Prepetition Secured Parties shall not be required to file proofs of claim in the Chapter 11 Cases or any Successor Case in order to assert claims on behalf of themselves or the other Prepetition Secured Parties for payment of the Prepetition Secured Obligations arising under the Prepetition Credit Documents, including, without limitation, any principal, unpaid interest, fees, expenses and other amounts under the Prepetition Credit Documents or the Adequate Protection Obligations arising under this Interim Order and the other DIP Documents. The statements of claim in respect of such indebtedness set forth in this Interim Order, together with any evidence accompanying the DIP Motion and presented at

the Interim Hearing, are deemed sufficient to and do constitute proofs of claim in respect of such debt and such secured status. Any order entered by this Court in relation to the establishment of a bar date for any claim (including, without limitation, any administrative claims) in any of the Chapter 11 Cases or any Successor Cases shall not apply to the Prepetition Secured Parties with respect to the Prepetition Secured Obligations and the Adequate Protection Obligations. However, in order to facilitate the processing of claims, each of the Prepetition Agents and Trustees, as applicable (at the direction of the applicable "Required Lenders" or any equivalent terms (under and as defined in the applicable Prepetition Credit Documents)) is authorized, but not directed or required, to file in the Debtors' lead Chapter 11 Case, Case No. 26-[●] (●), a single master proof of claim on behalf of the applicable Prepetition Secured Parties on account of any and all of their respective claims against any of the Debtors arising under the applicable Prepetition Credit Documents and hereunder (each, a "**Master Proof of Claim**"). Upon the filing of a Master Proof of Claim by any of the Prepetition Agents and Trustees, it shall be deemed to have filed a proof of claim in the amount set forth therein in respect of its claims against each Debtor of any type or nature whatsoever with respect to the applicable Prepetition Credit Documents, and the claim of each applicable Prepetition Secured Party (and each of its respective successors and assigns) specified in a Master Proof of Claim shall be treated as if it had filed a separate proof of claim in each of these Chapter 11 Cases. The Master Proofs of Claim shall not be required to identify whether any Prepetition Secured Party acquired its claim from another party or the identity of any such party or to be amended to reflect a change in the holders of the claims set forth therein or a reallocation among the holders of the claims asserted therein resulting from the transfer of all or any portion of such claims. The provisions of this paragraph 28 and each Master Proof of Claim are intended solely for the purpose of

administrative convenience and shall not affect the right of each Prepetition Secured Party (or its successors in interest) to vote separately on any plan proposed in these Chapter 11 Cases. The Master Proofs of Claim shall not be required to attach any instruments, agreements or other documents evidencing the obligations owing by each of the Debtors to the applicable Prepetition Secured Parties, which instruments, agreements or other documents will be provided upon written request to counsel to the applicable Prepetition Agents and Trustees. The DIP Secured Parties shall similarly not be required to file proofs of claim with respect to their DIP Obligations under the DIP Documents, and the evidence presented with the DIP Motion and the record established at the Interim Hearing are deemed sufficient to, and do, constitute proofs of claim with respect to their obligations, secured status and priority. Any proof of claim filed by any of the Prepetition Agents or Trustees, the Prepetition Secured PE Payor or the Prepetition WC Facility Lender shall be deemed to be in addition to, and not in lieu of, any other proof of claim that may be filed by any of the Prepetition Secured Parties.

29. *Insurance*. To the extent that any of the Prepetition Agents and Trustees is listed as loss payee under the DIP Borrower's or DIP Guarantor's insurance policies, the DIP Secured Parties are also deemed to be the loss payee under the insurance policies (in any such case with the same priority of liens and claims thereunder relative to the priority of (x) the Prepetition Liens and Adequate Protection Liens and (y) the DIP Liens, as set forth herein) and shall act in that capacity and distribute any proceeds recovered or received in respect of the insurance policies, to the indefeasible payment in full of the DIP Obligations (other than contingent indemnification obligations as to which no claim has been asserted) and termination of the DIP Commitments and thereafter distribute any remaining funds to the Prepetition Agents and Trustees for application by the Prepetition Agents and Trustees to the payment of the Prepetition

Secured Obligations. The DIP Secured Parties' obligation under this paragraph 29 shall terminate upon the payment in full of the DIP Obligations and the termination of the DIP Commitments.

30. *Credit Bidding*. Subject to the lien priorities set forth herein, (a) the DIP Secured Parties shall not have the right to credit bid, in accordance with the DIP Documents, all or any portion of the DIP Obligations, the DIP Loans or the DIP Superpriority Claims in any sale, transfer or other disposition of all or any portion of the DIP Collateral, so long as in the event any other Prepetition Secured Party credit bids, such Prepetition Secured Party complies with paragraphs 10(a) and 10(d) herein and a Discharge of DIP Obligations occurs prior to or concurrently with, and as a condition to, the consummation of the sale, transfer or other disposition effected by such credit bid; *provided*, *however*, the foregoing shall not limit any other right or remedy of the DIP Secured Parties under the DIP Documents or applicable law, including the right to receive payment in full in cash of the DIP Obligations from the proceeds of any sale, transfer or other disposition, and (b) the Required Voting Parties are authorized to direct the Collateral Agent, on behalf of itself and the other Prepetition Secured Parties, to, consistent with the provisions of the Intercreditor Agreement and this Interim Order (including paragraph 10(a) and 10(d)), as applicable (and providing for Discharge of DIP Obligations and the termination of the DIP Commitments), to credit bid up to the full amount of the applicable Prepetition Secured Obligations (including any Adequate Protection Obligations) in the sale of the Prepetition Collateral (or any portion thereof), in each case without the need for further Court order authorizing the same and whether any such sale is effectuated through section 363(k), 1123 or 1129(b) of the Bankruptcy Code, by a chapter 7 trustee under section 725 of the Bankruptcy Code, or otherwise.

31. *Effectiveness*. This Interim Order shall constitute findings of fact and conclusions of law in accordance with Bankruptcy Rule 7052 and shall take effect and be fully enforceable as of the Petition Date immediately upon entry hereof. Notwithstanding Bankruptcy Rule 4001(a)(3), 6004(h), 6006(d), 7062 or 9014, any Bankruptcy Local Rule or Rule 62(a) of the Federal Rules of Civil Procedure, this Interim Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this Interim Order.

32. *Headings*. Section headings used herein are for convenience only and are not to affect the construction of or to be taken into consideration in interpreting this Interim Order.

33. *Payments Held in Trust*. Subject to paragraph 10 hereof, except as expressly permitted in this Interim Order (including paragraph 16 hereof) or the other DIP Documents and except with respect to the DIP Credit Parties, in the event that any person or Entity (including, but not limited to, any Prepetition Secured Party, Prepetition Agents and Trustees, Intercreditor Administrative Agent and Collateral Agent) receives any payment on account of a security interest in or lien on DIP Collateral, receives any DIP Collateral or any proceeds of DIP Collateral or receives any other payment with respect thereto from any other source, in each case prior to the Discharge of DIP Obligations, such person or Entity shall be deemed to have received, and shall hold, any such DIP Collateral, proceeds of DIP Collateral or any other payment with respect thereto in trust for the benefit of the DIP Secured Parties and the Prepetition Secured Parties in accordance with the priorities set forth herein.

34. *Bankruptcy Rules*. The requirements of Bankruptcy Rules 4001, 6003 and 6004, in each case to the extent applicable, are satisfied by the contents of the DIP Motion.

35. *No Third Party Rights*. Except as explicitly provided for herein, this Interim Order does not create any rights for the benefit of any third party, creditor, equity holder or any direct, indirect or incidental beneficiary.

36. *Necessary Action*. The Debtors, the DIP Secured Parties, and the Prepetition Secured Parties are authorized to take all actions as are necessary or appropriate to implement the terms of this Interim Order. In addition, the Automatic Stay is modified to permit affiliates of the Debtors who are not debtors in these Chapter 11 Cases to take all actions as are necessary or appropriate to implement the terms of this Interim Order.

37. *Retention of Jurisdiction*. The Court shall retain jurisdiction to enforce the provisions of this Interim Order, and this retention of jurisdiction shall survive the confirmation and consummation of any chapter 11 plan for any one or more of the Debtors notwithstanding the terms or provisions of any such chapter 11 plan or any order confirming any such chapter 11 plan.

38. *Final Hearing and Objections*. The Final Hearing to consider the relief requested in the DIP Motion shall be held on _____, 2026 at _____ (prevailing Central Time) and any objections or responses to the DIP Motion shall be filed on or prior to _____, 2026 at _____ (prevailing Central Time) (the "**Objection Deadline**").

39. *Objections*. Any party in interest objecting to the relief sought at the Final Hearing shall file and serve (via mail and e-mail) written objections, which objections shall be served upon (a) the Debtors and proposed co-counsel to the Debtors, (i) Cleary Gottlieb Steen & Hamilton LLP, One Liberty Plaza, New York, NY 10006, Attn: Richard J. Cooper (rcooper@cgsh.com), Josh Brody (jbrody@cgsh.com), and Jack Massey (jamassey@cgsh.com), (ii) Hunton Andrews Kurth LLP, 600 Travis Street, Suite 4200, Houston, Texas 77002, Attn:

Timothy A. ("Tad") Davidson II (taddavidson@hunton.com) and Ashley Harper (ashleyharper@hunton.com), and (iii) Sainz Abogados, Blvd. Manuel Ávila Camacho 24 - Piso 21 Lomas de Chapultepec 11000 CDMX, Attn.: Alejandro Sainz (asainz@sainzmx.com), Santiago Alessio Robles (salessiorobles@sainzmx.com), Gabriela Avendaño Fernández (gavendano@sainzmx.com) and Daniel Pardo Fuentes (dpardo@sainzmx.com); (c) counsel to Inbursa, Herbert Smith Freehills Kramer (US) LLP, 1177 6th Avenue, New York, NY 10036, Attn: Rachael L. Ringer (rachael.ringer@hsfkramer.com), Kyle J. Ortiz (kyle.ortiz@hsfkramer.com), Elan Daniels (elan.daniels@hsfkramer.com), Andrew Citron (andrew.citron@hsfkramer.com) and Emily Mandell (emily.mandell@hsfkramer.com); (d) counsel to the Ad Hoc Group, (i) Davis Polk & Wardwell LLP, 450 Lexington Ave, New York, NY 10017, Attn: Timothy Graulich (timothy.graulich@davispolk.com), David Schiff (david.schiff@davispolk.com), Aryeh Ethan Falk (aryeh.falk@davispolk.com) and Lara Luo (lara.luo@davispolk.com), and (ii) Haynes and Boone, LLP, 1221 McKinney Street, Suite 4000, Houston, Texas 77010, Attn: Arsalan Muhammad (arsalan.muhammad@haynesboone.com) and Imaan Patel (imaan.patel@haynesboone.com); (e) counsel to Braskem, Jones Day, 51 Louisiana Avenue, N.W., Washington, D.C. 20001, Attn: Dan T. Moss (dtmoss@jonesday.com), 600 Brickell Avenue, Miami, FL 33131, Attn: Isel M. Perez (iperez@jonesday.com); (f) counsel to the DIP Collateral Agent, Jones Day, Av. Paseo de la Reforma 342, Piso 30, Col. Juárez, Alc. Cuauhtémoc, Mexico City, Mexico 06600, Attn: Arturo de la Parra (arturodelaparra@jonesday.com), North Point 901, Lakeside Avenue, Cleveland, Ohio 44114, Attn: Jason P. Samblanet (jsamblanet@jonesday.com); (g) the U.S. Trustee, 515 Rusk Street, Suite 3516, Houston, Texas 77002, Attn.: Andrew Jiménez (Andrew.Jimenez@usdoj.gov) and Jana Whitworth (Jana.Whitworth@usdoj.gov); (h) the holders of the thirty largest unsecured

claims against the debtors (on a consolidated basis); (i) the Office of the United States Attorney for the Southern District of Texas; (j) the state attorneys general for states in which the DIP Credit Parties operate; (k) the Internal Revenue Service; (l) the Securities and Exchange Commission; (m) counsel for any statutory committee (if and when appointed) and (n) any other party that has filed a request for notices with this Court pursuant to Bankruptcy Rule 2002, with a copy to the Court's chamber, in each case to allow actual receipt by the foregoing no later than the Objection Deadline, prevailing Central Time and otherwise in conformity with the Court's order establishing notice and case management procedures.

40. The Debtors shall promptly serve copies of this Interim Order (which shall constitute adequate notice of the Final Hearing and the Objection Deadline) to the parties having been given notice of the Interim Hearing and to any party that has filed a request for notices with this Court in these Chapter 11 Cases.

Signed:_____, 2026
Houston, Texas

_____
UNITED STATES BANKRUPTCY JUDGE

Schedule 1

Approved Budget

Exhibit 1

DIP Facility Agreement

EXHIBIT J

FORM OF MATURITY DATE EXTENSION REQUEST

[ ]

[Braskem Netherlands B.V.]

[•]
[•]
Attention: [•]

Reference is made to the Superpriority Debtor-In-Possession Credit Agreement, dated as of August 17, 2026 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among Braskem Idesa, S.A.P.I., as the borrower (the "**Borrower**"), the guarantors from time to time party thereto, each a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code (each a "**Guarantor**" and, collectively, the "**Guarantors**"), TMF Mexico Business Process, S. de R.L. de C.V., as collateral agent (in such capacity, the "**Collateral Agent**"), and the DIP Lenders named therein from time to time party thereto. Capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in the Credit Agreement.

The undersigned certifies that [he/she] is an Authorized Officer of the Borrower, and that, as such, [he/she] is authorized to execute and deliver this Maturity Date Extension Request pursuant to the Credit Agreement, in the name and on behalf of the Borrower, and further certifies solely in such capacity (and not in [his/her] personal capacity) that:

a. the Scheduled Date shall be extended to March [ ], 2027[5]; and

b. substantially concurrently with the delivery of this Maturity Date Extension Request, no Default or Event of Default under the Loan Documents has occurred and is continuing.

[*Remainder of this page intentionally left blank.*]

[5] To be the date that is seven (7) months (i.e., six (6) months maturity plus one (1) month extension) from the Effective Date.

EXHIBIT J

IN WITNESS WHEREOF, the undersigned, has executed this Maturity Date Extension Request on the date first above written.

Braskem Idesa, S.A.P.I.

By: _____
Name:
Title:

EXHIBIT K

FORM OF MEXICAN NON-POSSESSORY PLEDGE AMENDMENT

[See attached.]

Execution Version 08.17.2026

QUINTO CONVENIO MODIFICATORIO Y REEXPRESIÓN AL CONTRATO DE PRENDA SIN TRANSMISIÓN DE POSESIÓN

de fecha 18 de agosto de 2026 celebrado entre

BRASKEM IDESA, S.A.P.I.

Deudor Prendario,

DEUTSCHE BANK TRUST COMPANY AMERICAS, ACTUANDO COMO AGENTE DE GARANTÍAS, EN REPRESENTACIÓN Y PARA EL BENEFICIO DE LAS PARTES GARANTIZADAS 2021

como Acreedor Prendario 2021,

y

TMF MEXICO BUSINESS PROCESS, S. DE R.L. DE C.V., ACTUANDO COMO AGENTE DE GARANTÍAS, EN REPRESENTACIÓN Y PARA EL BENEFICIO DE LAS PARTES GARANTIZADAS DIP

como Nuevo Acreedor Prendario.

QUINTO CONVENIO MODIFICATORIO Y REEXPRESIÓN DE FECHA 18 DE AGOSTO DE 2026 (EL "CONVENIO MODIFICATORIO") AL CONTRATO DE PRENDA SIN TRANSMISIÓN DE POSESIÓN CELEBRADO EL 6 DE MARZO DE 2013 (SEGÚN EL MISMO ES MODIFICADO Y REEXPRESADO CONFORME AL PRESENTE, EL "CONTRATO"), QUE CELEBRAN:

(i) BRASKEM IDESA, S.A.P.I., COMO DEUDOR PRENDARIO (EL "DEUDOR PRENDARIO");

(ii) DEUTSCHE BANK TRUST COMPANY AMERICAS, ACTUANDO ÚNICAMENTE EN SU CARÁCTER DE AGENTE DE GARANTÍAS, EN REPRESENTACIÓN Y PARA EL BENEFICIO DE LAS PARTES GARANTIZADAS 2021 (SEGÚN DICHO TÉRMINO SE DEFINE MÁS ADELANTE), COMO ACREEDOR PRENDARIO ORIGINAL (EL "ACREEDOR PRENDARIO 2021"); Y

(iii) TMF MEXICO BUSINESS PROCESS, S. DE R.L. DE C.V., ACTUANDO COMO AGENTE DE GARANTÍAS, EN REPRESENTACIÓN Y PARA EL BENEFICIO DE LAS PARTES GARANTIZADAS DIP COMO NUEVO ACREEDOR PRENDARIO (EL "NUEVO ACREEDOR PRENDARIO" Y CONJUNTAMENTE CON EL ACREEDOR PRENDARIO 2021, LOS "ACREEDORES PRENDARIOS").

DE CONFORMIDAD CON LOS SIGUIENTES ANTECEDENTES, DECLARACIONES Y CLÁUSULAS:

ANTECEDENTES

PRIMERO. Con fecha 19 de diciembre de 2012, con el fin de financiar, entre otros, ciertos costos para la construcción del Complejo Petroquímico, el Deudor celebró un Contrato de Términos Comunes (denominado en inglés "*Common Terms Agreement*", según el mismo haya sido o sea modificado, de tiempo en tiempo, el "Contrato de Términos Comunes") con diversas instituciones fungiendo como acreedores y/o agentes, y Deutsche Bank Trust Company Americas, como agente interbancario de los acreedores preferentes ahí descritos (en dicho carácter, el "Agente Interacreedores").

SEGUNDO. Con fecha 19 de diciembre de 2012, el Deudor celebró un Contrato Maestro de Garantías y Cuentas (denominado en inglés como "*Master Security and Accounts Agreement*"), con el Acreedor Prendario 2021, como agente de garantías, en representación y para el beneficio de las partes garantizadas ("*Secured Parties*", según dicho término se define en el Contrato de Términos Comunes, y para efectos del presente Convenio Modificatorio, las "Partes Garantizadas Originales").

TERCERO. Con fecha 19 de diciembre de 2012, el Agente Interacreedores y ciertas Partes Garantizadas Originales celebraron un convenio entre acreedores (denominado en inglés como "*Intercreditor Agreement*", según el mismo fue modificado y reexpresado el 19 de abril de 2013, el "Convenio entre Acreedores Original"), por virtud del cual las partes del mismo acordaron ciertas disposiciones entre acreedores, incluyendo reglas en torno a (i) el voto y toma de decisiones por parte de las Partes Garantizadas Originales, (ii) acciones conjuntas y limitación a ejercicio de

derechos en contra del Deudor, y (iii) la aplicación de recursos derivados de cualquier ejecución o ejercicio de derechos.

CUARTO. Con fecha 6 de marzo de 2013, el Deudor junto con Braskem Netherlands B.V., Braskem México Proyectos, S.A. de C.V., S.O.F.O.M., E.N.R., Etileno XXI, S.A. de C.V., Grupo Idesa, S.A. de C.V. (en conjunto, los "Deudores Prendarios Originales") y el Acreedor Prendario 2021, celebraron el contrato de prenda sin transmisión de posesión (según el mismo ha sido modificado previo a la fecha del presente Convenio Modificatorio, el "Contrato de Prenda Original") a través del cual los Deudores Prendarios Originales constituyeron una prenda sin transmisión de posesión, en primer lugar y grado de prelación, sobre los Bienes Pignorados (según dicho término se define en el Contrato de Prenda Original), con el objeto de garantizar el puntual y debido cumplimiento, pago y satisfacción a su vencimiento (ya sea a su vencimiento programado, por vencimiento anticipado o por cualquier otro motivo) de todas y cada una de las Obligaciones ("*Obligations* ", según dicho término se define en el Contrato de Términos Comunes).

QUINTO. Con fecha 2 de diciembre del 2019, el Deudor llevó a cabo una oferta y emisión privada de valores de deuda garantizados denominados "*Senior Secured Notes*" (las "Notas 2029") en los Estados Unidos de América y en otros países conforme a la Regla 144A (Rule 144A) y la Regulación S (*Regulation S*) de la Ley del Mercado de Valores de 1933 de los Estados Unidos de América (*US. Securities Act of 1933*), así como a la legislación o normatividad aplicable en los demás mercados en que se realizó dicha oferta y emisión por un monto de EUA$900,000,000.00 (novecientos millones de dólares 00/100 moneda en curso legal en los Estados Unidos de América "Dólares") a una tasa de interés anual de 7.450%, y con una fecha de vencimiento del 15 de noviembre de 2029, para lo cual celebró una acta de emisión ("Indenture", según haya sido o sea modificada, adicionada o re-expresada de tiempo en tiempo, el "Acta de Emisión 2029" y junto con las Notas 2029, los "Documentos de la Emisión 2029") con Deutsche Bank Trust Company Americas, en su calidad de fiduciario de la emisión ("Indenture Trustee", el "Representante de los Tenedores 2029"). En esa misma fecha, el Representante de los Tenedores 2029 se adhirió al Convenio entre Acreedores Original.

SEXTO. Con fecha 2 de diciembre de 2019, derivado de lo descrito en el antecedente anterior, el Deudor reconoció a través de una declaración unilateral de la voluntad, que las obligaciones a cargo del Deudor derivadas de los Documentos de la Emisión 2029 serían consideradas como Obligaciones (*Obligations*) al amparo del Contrato de Términos Comunes y, consecuentemente, serían obligaciones garantizadas al amparo del Contrato de Prenda Original y ciertos documentos de garantía mexicanos adicionales suscritos por los Deudores Prendarios Originales, hasta el cumplimiento total de las obligaciones derivadas de los Documentos de la Emisión 2029.

SÉPTIMO. Con fecha 11 de octubre de 2021, el Deudor, como acreditado ("*Borrower*"), Braskem Idesa Servicios, S.A. de C.V., como garante inicial ("*Initial Guarantor*"), Deutsche Bank Trust Company Americas, como agente administrativo ("*Administrative Agent*"), Morgan Stanley Senior Funding, Credit Agricole Corporate and Investment Bank, Deutsche Bank Securities Inc. e Itaú BBA, como estructuradores líderes conjuntos (*Joint Lead Arrangers and Joint Bookrunners*), y ciertas instituciones y entidades ahí nombradas como acreditantes ("*Lenders*", los "Acreedores del Crédito 2021"), celebraron un Contrato de Crédito ("*Credit Agreement*", según el mismo sea modificado, adicionado y/o reexpresado, de tiempo en tiempo, el "Contrato de Crédito 2021"), por virtud del cual los Acreedores del Crédito acordaron poner a disposición del Deudor un crédito por la cantidad principal de hasta EUA$600,000,000.00 (seiscientos millones de Dólares 00/100).

OCTAVO. Con fecha 20 de octubre de 2021, el Deudor llevó a cabo una oferta y emisión privada de valores de deuda denominados "*Senior Secured Notes*" (las "Notas 2032") en los Estados Unidos de América y en otros países conforme a la Regla 144A (*Rule 144A*) y la Regulación S (*Regulation S*) de la Ley del Mercado de Valores de 1933 de los Estados Unidos de América (*U.S. Securities Act 1933*) así como a la legislación o normatividad aplicable en los demás mercados en que se realizó dicha oferta, por un monto de EUA$1,200,000,000.00 (un mil doscientos millones de Dólares 00/100) a una tasa de interés anual de 6.990%, y con una fecha de vencimiento del 20 de febrero de 2032, para lo cual ha celebrado una acta de emisión ("*Indenture*", el "Acta de Emisión 2032" y junto con las Notas 2032, los "Documentos de la Emisión 2032") con The Bank of New York Mellon, en su calidad de fiduciario de la emisión ("*Indenture Trustee*", el "Representante de los Tenedores 2032").

NOVENO.
Los recursos obtenidos por el Deudor al amparo del Contrato de Crédito 2021 y los Documentos de la Emisión 2032 fueron utilizados por el Deudor para, entre otros, pagar de forma completa las obligaciones y financiamientos a favor de las Partes Garantizadas Originales al amparo del Contrato de Términos Comunes y otros documentos de financiamiento conforme a dicho Contrato de Términos Comunes, salvo por aquellas obligaciones derivadas de los Documentos de la Emisión 2029 (dichas Partes Garantizadas Originales que fueron pagadas, las "Partes Garantizadas Prepagadas 2021"). Con fecha 20 de octubre de 2021, se llevó a cabo el pago total de dichas deudas y financiamientos, según consta en la carta de pago ("*Payoff Letter*") de fecha 15 de octubre de 2021, y las confirmaciones recibidas al amparo de la misma, y las Partes Garantizadas Prepagadas (y/o sus agentes, según sea el caso) dejaron de ser parte del Convenio entre Acreedores Original y el Contrato de Términos Comunes, según sea el caso.

DÉCIMO. Con fecha 20 de octubre de 2021, el Acreedor Prendario 2021, por instrucciones del Agente Interacreedores, celebró con el Deudor y el Agente Interacreedores el convenio general de terminación (denominado en inglés "*Omnibus Termination Agreement*" o el "Convenio General de Terminación").

DÉCIMO PRIMERO. Al amparo de lo descrito en el Antecedente anterior, el 20 de octubre de 2021, fue celebrado un segundo convenio modificatorio y de reexpresión al Convenio entre Acreedores Original ("*Second Amended and Restated Intercreditor Agreement*", el "Segundo Convenio Modificatorio al Convenio entre Acreedores", y el Convenio entre Acreedores Original, según fue modificado conforme al primer convenio modificatorio al Convenio entre Acreedores y el Segundo Convenio Modificatorio al Convenio entre Acreedores, el "Convenio entre Acreedores 2021") entre el Deudor, el Representante de los Tenedores 2029, el Representante de los Tenedores 2032, Deutsche Bank Trust Company Americas, como agente administrativo de los Acreedores del Crédito 2021, el Agente Interacreedores y el Acreedor Prendario 2021, como agente de garantías, por virtud del cual se realizaron ciertos acuerdos entre acreedores respecto a (i) el alcance y orden de prelación de sus respectivos derechos respecto a los gravámenes previamente constituidos (incluyendo el Contrato de Prenda), (ii) acordaron la distribución entre sí, conforme al alcance y orden de prelación de los recursos que deriven de un procedimiento de ejecución o de cualquier otra disposición del mismo, y (iii) acordaron que el Acreedor Prendario 2021 fungiera como agente de garantías por cuenta y para beneficio de las Partes Garantizadas ("*Secured Parties*", según dicho término se define en el Convenio entre Acreedores 2021, las "Partes Garantizadas 2021").

De conformidad con la Cláusula 2.03 del Convenio entre Acreedores, el Deudor no podrá constituir, o permitir que se constituya, Gravamen ("*Lien*") alguno sobre cualquier activo o propiedad para

garantizar cualquier Obligación Garantizada ("*Secured Obligations*"), salvo que de manera concurrente, se constituya un Gravamen ("*Lien*") sobre dicho activo o propiedad para garantizar todas las Obligaciones Garantizadas ("*Secured Obligations*") de manera *pari passu*.

DÉCIMO SEGUNDO. Al amparo de lo descrito en el Antecedente Décimo Primero anterior, el 20 de octubre de 2021, fue celebrado el tercer convenio modificatorio, de reexpresión y liberación parcial al Contrato de Prenda entre los Deudores Prendarios Originales y el Acreedor Prendario 2021, entre otros, a efectos de (i) sustituir al acreedor prendario por el Acreedor Prendario 2021, en representación y para el beneficio de las Partes Garantizadas 2021; (ii) considerar como Obligaciones Garantizadas aquellas obligaciones derivadas del Contrato de Crédito 2021, los Documentos de la Emisión 2029, los Documentos de la Emisión 2032, así como cualesquiera otras obligaciones que, de tiempo en tiempo, conforme a los términos del Convenio entre Acreedores 2021 deban de ser consideradas como Obligaciones Garantizadas (que a su vez son Obligaciones (*Obligations*) conforme al Contrato de Términos Comunes); (iii) modificar y reexpresar el Contrato de Prenda en su totalidad; y (iv) liberar a los Deudores Prendarios Originales (salvo por el Deudor) del Contrato de Prenda, conforme a lo previsto en dicho convenio modificatorio (el Contrato de Prenda Original modificado, el "Contrato de Prenda 2021").

DÉCIMO TERCERO. Con fecha 23 de abril de 2025, el Deudor, como acreditado ("*Borrower*"), Braskem Idesa Servicios, S.A. de C.V., como garante inicial ("*Initial Guarantor*"), Banco Inbursa, S.A., Institución de Banca Múltiple, Grupo Financiero Inbursa, como agente administrativo ("*Administrative Agent*") (el "Agente Administrativo del Crédito 2025"), y Banco Inbursa, S.A., Institución de Banca Múltiple, Grupo Financiero Inbursa y otras instituciones y entidades ahí nombradas como acreditantes ("*Lenders*", los "Acreedores del Crédito 2025"), celebraron un Contrato de Crédito ("*Credit Agreement*", según el mismo sea modificado, adicionado y/o reexpresado, de tiempo en tiempo, el "Contrato de Crédito 2025"), por virtud del cual los Acreedores del Crédito 2025 acordaron poner a disposición del Deudor un crédito por la cantidad principal de hasta EUA$95,000,000.00 (noventa y cinco millones de Dólares 00/100), mismo que fue modificado con fecha 22 de octubre de 2025, a efecto de ampliar el monto principal disponible.

De conformidad con la Sección 9.13 (d) del Contrato de Crédito 2025, el Deudor se obligó, entre otros, a mantener y preservar los Gravámenes creados en términos del Contrato de Prenda, hasta la fecha en que ocurra la Fecha de Terminación (*Termination Date*) (según dicho término se define en el Contrato de Crédito 2025).

DÉCIMO CUARTO. Los recursos obtenidos por el Deudor al amparo del Contrato de Crédito 2025 fueron utilizados por el Deudor para, entre otros, pagar de forma completa las obligaciones y financiamientos a favor de los Acreedores del Crédito 2021. Con fecha 29 de abril de 2025, se llevó a cabo el pago total de dichas deudas y financiamientos, según consta en la carta de pago ("*Payoff Letters*") de fecha 24 de abril de 2025, y las confirmaciones recibidas al amparo de la misma.

DÉCIMO QUINTO. Con fecha 29 de abril de 2025, el Agente Administrativo del Crédito 2025, en tal carácter, se adhirió al Convenio entre Acreedores, como parte garantizada bajo el mismo, mediante la suscripción del Convenio de Accesión ("*Accession Agreement*") de fecha 29 de abril de 2025, entre el Agente Administrativo del Crédito 2025, el Deudor, el Agente Interacreedores, en su carácter de agente de garantías.

DÉCIMO SEXTO. Con fecha 13 de mayo de 2025, en atención a lo establecido en el Antecedente inmediato anterior, las Partes celebraron cierto convenio modificatorio al Contrato de Prenda 2021

a efecto de ratificar las obligaciones del Deudor derivadas del Contrato de Crédito 2025, constituyen Obligaciones Garantizadas bajo el Contrato de Prenda 2021.

DÉCIMO SÉPTIMO. Con fecha 17 de agosto de 2026, el Deudor, Braskem S.A., y Braskem Netherlands, Etileno, como accionistas (*Consenting Shareholders*), Inbursa como acreditante (*Senior Secured Term Lender*), y los tenedores beneficiarios de, o asesores de inversión, sub-asesores o administradores de cuentas discrecionales o fondos que sean tenedores beneficiarios de, créditos derivados de las Notas Preferentes Garantizadas que sean parte del mismo de tiempo en tiempo (*Consenting Senior Secured Noteholders*), celebraron un Convenio de Apoyo a la Reestructura (*Restructuring Support Agreement* según el mismo sea modificado, adicionado, complementado o de cualquier otra forma reformado, de tiempo en tiempo, el "RSA"), por virtud del cual la Compañía y las Partes Interesadas Consentidoras acordaron los términos y condiciones materiales de una reestructura integral de la estructura de capital del Deudor.]

DÉCIMO OCTAVO. Con fecha 17 de agosto de 2026, el Deudor inició un procedimiento voluntario conforme al Capítulo 11 del Código de Quiebras de los Estados Unidos de América (*Chapter 11 of the Bankruptcy Code of the United States*) ante el Tribunal de Quiebras de los Estados Unidos de América para el Distrito Sur del Estado de Texas, División Houston (*United States Bankruptcy Court for the Southern District of Texas, Houston Division*).

DÉCIMO NOVENO. Con fecha 18 de agosto de 2026, el Tribunal de Quiebras de los Estados Unidos de América para el Distrito Sur del Estado de Texas, División Houston (*United States Bankruptcy Court for the Southern District of Texas, Houston Division*) emitió la orden número [•] (la "Orden DIP") autorizando al Deudor a obtener un crédito contra la masa (*debtor in possession financing*) a través de cierto financiamiento con superprioridad, garantía preferente y derecho de prelación, de múltiples tramos y desembolso diferido (*superpriority, senior secured and priming multi-tranche, delayed-draw debtor-in-possession facility*) (el "Financiamiento DIP"), así como la celebración de todos los documentos relacionados con dicho Financiamiento DIP, incluyendo, sin limitación, según corresponda, contratos de garantía, contratos de fideicomiso (incluyendo el presente Convenio), contratos de prenda, contratos de control, hipotecas, escrituras, cargas, garantías, pagarés, pagarés intercompañía, certificados, instrumentos, contratos de garantía sobre propiedad intelectual, notas, avisos de sindicación y formularios de suscripción, cartas de comisiones o primas y cualquier otro documento que pueda ser razonablemente solicitado en relación con el Financiamiento DIP.

VIGÉSIMO. Con fecha 17 de agosto de 2026, el Deudor, con ese mismo carácter, los garantes (*Guarantors)* que de tiempo en tiempo formen parte del mismo, el Deudor como acreditado ("*Borrower*"), el Nuevo Acreedor Prendario y las demás personas que figuren de tiempo en tiempo como acreditantes (los "Acreditantes DIP" según el término "*DIP Lenders*" se define en el Contrato de Crédito DIP), celebraron un Contrato de Crédito Superprioritario para Deudor en Posesión (*Superpriority Debtor-In-Possession Credit Agreement*, el "Contrato de Crédito DIP") por virtud del cual los Acreditantes DIP acordaron poner a disposición del Deudor una línea de crédito para deudor en posesión (*DIP Facility*) por un monto de principal agregado de hasta EUA$408,890,000.00 (cuatrocientos ocho millones ochocientos noventa mil Dólares 00/100, moneda de curso legal en los Estados Unidos de América), denominada en Dólares, compuesta por: (i) EUA$279,000,000.00 (doscientos setenta y nueve millones de Dólares 00/100, moneda de curso legal en los Estados Unidos de América) en Créditos New Money; y (ii) aproximadamente EUA$129,890,000.00 (ciento veintinueve millones ochocientos noventa mil Dólares 00/100, moneda de curso legal de los Estados Unidos de América) en Créditos Roll-Up.

VIGÉSIMO PRIMERO. Las Partes celebran el presente Convenio Modificatorio en términos de la Orden DIP, el Contrato de Crédito DIP, a efecto de (i) subordinar la prelación del Acreedor Prendario 2021 respecto del Nuevo Acreedor Prendario, como nuevo acreedor prendario, (ii) adherir al Nuevo Acreedor Prendario como acreedor prendario, respecto de la Prenda, (iii) considerar como Obligaciones Garantizadas en primer lugar y grado de prelación aquellas obligaciones derivadas de los Documentos del Crédito DIP, y (iv) modificar y reexpresar el Contrato de Prenda en su totalidad, a efectos de quedar redactado en los términos del **Anexo "A"**.

DECLARACIONES

I. Declara el Deudor, por medio de sus representantes legales, que:

(a) Es una sociedad anónima promotora de inversión debidamente constituida y válidamente existente de conformidad con las leyes de México, y cuenta con la capacidad suficiente para otorgar la Prenda objeto del Contrato de Prenda y cumplir con sus obligaciones al amparo del presente Convenio Modificatorio.

(b) Ha obtenido todas las autorizaciones corporativas necesarias para celebrar el presente Convenio Modificatorio y cumplir con sus obligaciones en términos del mismo.

(c) Sus representantes legales cuentan con facultades suficientes para la celebración del presente Convenio Modificatorio, mismas que no les han sido limitadas, modificadas o revocadas en forma alguna.

(d) Es el único y legítimo propietario de los Bienes Pignorados.

(e) Los Bienes Pignorados se encuentran libres de cualquier Gravamen, excepto por Gravámenes creados conforme al Contrato de Prenda o permitidos de conformidad con el Contrato de Crédito DIP.

(f) Excepto por las autorizaciones y aprobaciones que han sido debida y válidamente obtenidas, las cuales se encuentran en vigor y surtiendo plenamente sus efectos a esta fecha, no requiere autorización o aprobación alguna para celebrar el presente Convenio Modificatorio, ni para otorgar, perfeccionar y mantener la prenda en primer lugar y grado de prelación sobre los Bienes Pignorados, ni para cumplir o llevar a cabo las obligaciones asumidas por el mismo en los términos del presente Convenio Modificatorio, las cuales son legales, válidas y exigibles en contra del Deudor de conformidad con los términos del presente Convenio Modificatorio y la legislación aplicable correspondiente.

(g) No existe acción, demanda o procedimiento alguno ante cualquier corte o agencia, dependencia, autoridad u órgano gubernamental, o ante cualquier arbitro o panel arbitral, en contra de o afectando al Deudor o a los Bienes Pignorados, que se encuentren pendientes o, en conocimiento del Deudor, amenacen (constando por escrito) y que razonablemente se espere que, de forma individual o en su conjunto, tengan un Efecto Material Adverso ("*Material Adverse Effect*", según dicho término se define en el Contrato de Crédito DIP).

(h) La celebración y el cumplimiento del presente Convenio Modificatorio no resulta en un incumplimiento, contravención o violación al amparo de (i) los documentos corporativos u organizacionales del Deudor, (ii) cualquier acta de emisión, contrato, arrendamiento, hipoteca, fideicomiso, crédito o cualesquiera otros contratos, obligaciones, condiciones, acuerdos o instrumentos de los cuales el Deudor sea parte o sus bienes se encuentren sujetos, o (iii) cualquier ley, reglamento, circular, orden o decreto, de cualquier corte, juzgado, órgano regulatorio, autoridad gubernamental, agencia gubernamental, órgano constitucionalmente autónomo o cualquier otra autoridad que tenga jurisdicción sobre el Deudor y sus propiedades, salvo en los casos del inciso (ii) anterior, cualquiera de los cuales pudiera razonablemente esperarse que tenga un Efecto Material Adverso ("*Material Adverse Effect*", según dicho término se define en el Contrato de Crédito DIP).

(i) El Contrato de Prenda constituye y constituirá, en favor del Nuevo Acreedor Prendario, en representación y para beneficio de las Partes Garantizadas DIP, una prenda sin transmisión de posesión en primer lugar y grado de prelación sobre los Bienes Pignorados y para el Acreedor Prendario 2021, en representación y para el beneficio de las Partes Garantizadas 2021 una prenda en segundo lugar y grado de prelación sobre los Bienes Pignorados, en su carácter de agente de las Partes Garantizadas 2021, y no se requiere de ningún otro registro, inscripción o acciones a efecto de que el Contrato de Prenda constituya una prenda sin transmisión de posesión sobre los Bienes Pignorados con el objeto de garantizar el pago oportuno y cumplimiento total de las Obligaciones Garantizadas, excepto por el registro del Convenio Modificatorio ante el RUG.

(j) Al celebrar el presente Convenio Modificatorio, reconoce expresamente la existencia, capacidad legal y facultades del Acreedor Prendario 2021 para actuar en representación y para el beneficio de las Partes Garantizadas 2021,del Nuevo Acreedor Prendario de las Partes Garantizadas DIP.

(k) Reconoce, a partir de la fecha del presente Convenio Modificatorio, la designación y facultades del Nuevo Acreedor Prendario como legítimo acreedor prendario en primer lugar del Contrato de Prenda y la designación del Acreedor Prendario 2021 como acreedor prendario en segundo lugar, en su carácter de agente de las Partes Garantizadas 2021, con todos aquellos derechos previstos en el Contrato de Prenda, según se modifica y reexpresa al amparo del presente Convenio Modificatorio.

II. Declara el Acreedor Prendario 2021, por medio de sus representantes legales, que:

(a) Es una sociedad debidamente constituida y válidamente existente de conformidad con las leyes de los Estados Unidos de América.

(b) Sus representantes legales cuentan con las facultades suficientes para suscribir el presente Convenio Modificatorio en su representación.

(c) Comparece a la celebración de este Convenio no en su calidad individual, sino como Agente de Garantías en representación y para beneficio de las Partes Garantizadas 2021.

(d) Ha acordado subordinar su prelación en favor del Nuevo Acreedor Prendario conforme a lo dispuesto en la Cláusula Tercera del presente Convenio Modificatorio, en representación de las Partes Garantizadas DIP.

III. Declara el Nuevo Acreedor Prendario, por medio de sus representantes legales, que:

(a) Es una sociedad de responsabilidad limitada debidamente constituida y válidamente existente de conformidad con las leyes de México.

(b) Sus representantes cuentan con las facultades necesarias para suscribir el presente Convenio Modificatorio, facultades que no les han sido revocadas, limitadas o modificadas en forma alguna a la fecha del presente.

(c) Comparece a la celebración de este Convenio no en su calidad individual, sino como Agente de Garantías en representación y para beneficio de las Partes Garantizadas DIP, en términos de los Documentos del Crédito DIP.

(d) Es su voluntad celebrar el presente Convenio Modificatorio y adherirse al Contrato de Prenda y aceptar su designación como legítimo acreedor prendario en primer lugar de la Prenda, en representación y para beneficio de las Partes Garantizadas DIP, conforme al Contrato de Prenda que se modifica y reexpresa de conformidad con el presente Convenio Modificatorio.

CLÁUSULAS

PRIMERA. TÉRMINOS DEFINIDOS. Salvo que en este Convenio Modificatorio se establezca lo contrario, los términos con mayúscula inicial que se utilizan en el presente, tendrán el significado que se le atribuye a cada uno de ellos en el Contrato de Prenda que se adjunta al presente como **Anexo "A"**.

De igual forma, aplican al presente Convenio Modificatorio las reglas de interpretación previstas en el Contrato de Prenda adjunto al presente como **Anexo "A"**.

SEGUNDA. ADHESIÓN DEL NUEVO ACREEDOR PRENDARIO AL CONTRATO

En este acto, el Nuevo Acreedor Prendario, manifiesta su voluntad, expresa e irrevocable, de adherirse al Contrato de Prenda Sin Transmisión de Posesión, como acreedor prendario en primer lugar, asumiendo desde este momento la calidad de Acreedor Prendario respecto de los Bienes Pignorados, con todos los derechos y obligaciones que dicha calidad conlleva de conformidad con los términos del Contrato de Prenda y la legislación aplicable.

El Nuevo Acreedor Prendario declara que conoce, ha leído y acepta en su totalidad el contenido del Contrato de Prenda, sus anexos y demás convenios modificatorios que lo integran, obligándose a cumplir con las disposiciones contenidas en los mismos en los términos pactados.

La presente adhesión surtirá plenos efectos jurídicos a partir de la fecha de suscripción del presente Convenio, y las demás partes del Contrato de Prenda reconocen en este acto al Nuevo Acreedor Prendario como parte del mismo con todos los efectos legales que correspondan.

TERCERA. OBLIGACIONES GARANTIZADAS; SUSTITUCIÓN DE ACREEDOR PRENDARIO.

(a) De conformidad con lo descrito en los Antecedentes del presente Convenio Modificatorio, en este acto el Acreedor Prendario 2021 reconoce y acepta que, en su carácter de Agente de Garantías para actuar en representación y para el beneficio de las Partes Garantizadas 2021, ha pasado a tener el carácter de legítimo acreedor prendario con el segundo lugar y grado de prelación al amparo del Contrato de Prenda. En virtud de lo anterior, las Partes reconocen que a partir de la fecha de celebración del presente Convenio Modificatorio, el Nuevo Acreedor Prendario, en representación y para beneficio de las Partes Garantizadas DIP, será el legítimo acreedor prendario con el primer lugar y grado de prelación al amparo del Contrato de Prenda.

Como consecuencia de lo anterior, el Nuevo Acreedor Prendario, en representación y para beneficio de las Partes Garantizadas DIP, en este acto acepta de forma expresa, incondicional e irrevocable su designación como legítimo acreedor prendario en primer lugar y el Acreedor Prendario 2021, acepta expresa, incondicional e irrevocablemente su designación como acreedor prendario en segundo lugar, en representación y para beneficio de las Partes Garantizadas 2021.

(b) Las Partes reconocen expresa e irrevocablemente la designación del Nuevo Acreedor Prendario como nuevo y legítimo acreedor prendario con el primer lugar y grado de prelación así como la designación del Acreedor Prendario 2021 como acreedor prendario con el segundo lugar y grado de prelación.

(c) Al amparo de lo anterior, el Deudor reconoce y acepta que todas aquellas obligaciones derivadas de los Documentos del Crédito DIP y cualesquiera otros financiamientos y pasivos que de tiempo en tiempo, deban de ser garantizados al amparo del Contrato de Prenda, constituirán Obligaciones Garantizadas, con una garantía en primer lugar y grado de prelación respecto de los Bienes Pignorados.

CUARTA. MODIFICACIÓN Y REEXPRESIÓN. Las Partes convienen en modificar de manera integral, con efectos a partir de la presente fecha, el Contrato de Prenda para quedar redactado en su integridad en los términos provistos en el **Anexo "A"** del presente Convenio Modificatorio.

QUINTA. OTORGAMIENTO DE PODERES. El Deudor, de forma simultánea a la celebración del presente Convenio Modificatorio otorga en favor del Nuevo Acreedor Prendario, un poder especial irrevocable (utilizando el formato adjunto al Contrato de Prenda) en los términos del Artículo 2596 del Código Civil Federal y sus correlativos para los demás Estados de México y la Ciudad de México.

SEXTA. NO NOVACIÓN. Las Partes en este acto convienen de manera expresa que este Convenio no constituye novación a las Obligaciones Garantizadas ni a las obligaciones al amparo del Contrato de Prenda, según el mismo haya sido modificado y re-expresado.

SÉPTIMA. RATIFICACIÓN DEL CONTRATO DE PRENDA. Las Partes convienen en (i) ratificar ante fedatario público sus firmas en este Convenio Modificatorio, y (ii) obtener la inscripción de este Convenio Modificatorio en el RUG dentro de los 10 (diez) Días Hábiles siguientes a la fecha de su celebración, y entregar al Nuevo Acreedor Prendario copia de la boleta de inscripción respectiva documentando dicha inscripción.

OCTAVA. RECONOCIMIENTO DE ADEUDO. El Deudor en este acto reconoce, de forma irrevocable e incondicional, el adeudo a su cargo en favor del Nuevo Acreedor Prendario al amparo de los Documentos del Crédito DIP, correspondiente a principal más los intereses y accesorios, así como comisiones, penalizaciones e intereses moratorios que se generen conforme al mismo.

NOVENA. RATIFICACIÓN DE OBLIGACIONES BAJO EL CONTRATO DE PRENDA. El Contrato de Prenda está siendo modificado en los términos del presente y las partes del presente Convenio Modificatorio en este acto confirman y ratifican su validez y exigibilidad legal, por lo que el mismo seguirá en vigor y surtiendo plenos efectos, no obstante la celebración del presente Convenio Modificatorio.

DÉCIMA. GASTOS, COSTOS E IMPUESTOS. En este acto el Deudor conviene en pagar todos y cada uno de los honorarios (incluyendo los honorarios del notario público), costos, gastos e impuestos adeudados en relación con la celebración y registro del presente Convenio Modificatorio.

DÉCIMA PRIMERA. NOTIFICACIONES. Cualquier notificación con respecto al presente Convenio deberá realizarse conforme a lo dispuesto en la Cláusula 9.3 del Contrato de Prenda, en términos del **Anexo "A"**.

DÉCIMA SEGUNDA. ENCABEZADOS. Todos los títulos o encabezados de las Cláusulas de este Convenio Modificatorio o de sus Anexos se utilizan únicamente para fines de referencia, por lo que no afectarán el contenido de las Cláusulas, en el entendido de que su contenido se regirá por los acuerdos entre las Partes establecidos en este Convenio y/o en sus Anexos, según sea el caso.

DÉCIMA TERCERA. LEY APLICABLE. El presente Convenio será regido por e interpretado de conformidad con las leyes federales de México.

DÉCIMA CUARTA. JURISDICCIÓN. Para la interpretación, cumplimiento y ejecución de este Convenio, las Partes se sujetan expresa e irrevocablemente a la jurisdicción de los tribunales de la Ciudad de México, renunciando expresamente a cualquier otra jurisdicción que les puedan corresponder en razón de sus domicilios presentes o futuros o por cualquier otra razón.

DÉCIMA QUINTA. MODIFICACIONES. Cualquier modificación a este Convenio debe constar por escrito y debe celebrarse y suscribirse por escrito por todas las Partes del mismo.

EN VIRTUD DE LO CUAL, las Partes de este Convenio, lo suscriben en la fecha indicada en el proemio del mismo.

[*El resto de esta página se dejó en blanco de forma intencional*]

[*Siguen páginas de firma*]

EL DEUDOR

Braskem Idesa, S.A.P.I.

_____
Nombre: Alonso Gómez del Campo Estrada
Cargo: Apoderado

_____
Nombre: Gustavo Gindler Sergi
Cargo: Apoderado

[*Hoja de firmas al Quinto Convenio Modificatorio y de Reexpresión al Contrato de Prenda sin Transmisión de Posesión]*

EL ACREEDOR PRENDARIO 2021

Deutsche Bank Trust Company Americas, actuando como Agente de Garantías, en representación y para el beneficio de las Partes Garantizadas 2021

_____
Nombre: Susana Guízar Rodríguez
Cargo: Apoderada

_____
Nombre: José Roberto García Aguas
Cargo: Apoderada

[*Hoja de firmas al Quinto Convenio Modificatorio y de Reexpresión al Contrato de Prenda sin Transmisión de Posesión*]

EL NUEVO ACREEDOR PRENDARIO

TMF Mexico Business Process, S. de R.L. de C.V., actuando únicamente como Agente de Garantías, en representación y para el beneficio de las Partes Garantizadas DIP.

_____
Nombre: Adrian Paul Owen
Cargo: Apoderado

_____
Nombre: Paulina López Rubio
Cargo: Apoderada

[*Hoja de firmas al Quinto Convenio Modificatorio y de Reexpresión al Contrato de Prenda sin Transmisión de Posesión*]

Anexo A

Contrato de Prenda
(modificado y reexpresado)

CONTRATO DE PRENDA SIN TRANSMISIÓN DE POSESIÓN (EL "CONTRATO"), CELEBRADO ORIGINALMENTE EL 6 DE MARZO DE 2013 Y MODIFICADO Y REEXPRESADO CON FECHA 18 DE AGOSTO DE 2026, CELEBRADO ENTRE:

(A) BRASKEM IDESA, S.A.P.I., COMO DEUDOR PRENDARIO (INDISTINTAMENTE EL "DEUDOR" O EL "DEUDOR PRENDARIO"); Y

(B) DEUTSCHE BANK TRUST COMPANY AMERICAS, ACTUANDO COMO AGENTE DE GARANTÍAS, EN REPRESENTACIÓN Y PARA EL BENEFICIO DE LAS PARTES GARANTIZADAS 2021 (SEGÚN DICHO TÉRMINO SE DEFINE MÁS ADELANTE), COMO ACREEDOR PRENDARIO ORIGINAL (EL "ACREEDOR PRENDARIO 2021").

(C) TMF MEXICO BUSINESS PROCESS, S. DE R.L. DE C.V., ACTUANDO COMO AGENTE DE GARANTÍAS, EN REPRESENTACIÓN Y PARA EL BENEFICIO DE LAS PARTES GARANTIZADAS DIP COMO NUEVO ACREEDOR PRENDARIO (EL "NUEVO ACREEDOR PRENDARIO" Y CONJUNTAMENTE CON EL ACREEDOR PRENDARIO 2021, LOS "ACREEDORES PRENDARIOS").

DE CONFORMIDAD CON LOS SIGUIENTES ANTECEDENTES, DEFINICIONES, DECLARACIONES Y CLÁUSULAS:

ANTECEDENTES

[Se omiten intencionalmente]

DECLARACIONES

[Se omiten intencionalmente]

EN TESTIMONIO DE LO CUAL, las Partes convienen las siguientes:

CLÁUSULAS

PRIMERA. TÉRMINOS DEFINIDOS; INTERPRETACIÓN.

1.1. Términos Definidos. Para todos los efectos de este Contrato (i) los términos con mayúscula inicial que no se definen en el presente tendrán el significado que se les atribuye a dichos términos en el **Anexo "A"**, y (ii) los términos con mayúscula inicial que no aparecen definidos en este Contrato, tendrán el significado que se les atribuye a los mismos en el Contrato de Fideicomiso de Garantía.

1.2. Reglas de Interpretación. Los términos definidos en la presente Cláusula aplicarán tanto a la forma singular como al plural de dichos términos. Cuando el contexto así lo requiera, cualquier pronombre incluirá la forma masculina, femenina o neutra correspondiente. Salvo que expresamente se establezca lo contrario, todas las referencias a Cláusulas y Secciones, incisos, sub-incisos o numerales de Cláusulas o Secciones, se refieren a Cláusulas, Secciones, incisos, sub-incisos o numerales de este Contrato, y todas las referencias a los Apéndices y Anexos se refieren a Apéndices y Anexos adjuntos e incorporados por referencia al presente Contrato. Según se utilizan en el presente Contrato, las palabras (i) "en el presente", "del presente", "conforme al presente", "más adelante en el presente" y palabras de significado similar se entenderá que hacen referencia a este Contrato en su conjunto y no a alguna Cláusula, Sección, inciso, sub-inciso o

numeral en particular del presente Contrato, y (ii) "incluyen", "incluye" e "incluyendo" se entenderán seguidas de las palabras "sin limitación alguna", salvo que se establezca expresamente lo contrario.

Asimismo, se considerará que cualquier referencia a (i) cualquier contrato, convenio, documento o instrumento incluye la referencia a dicho contrato, convenio, documento o instrumento, según el mismo sea modificado, ya sea total o parcialmente, adicionado o de cualquier otra forma reformado en cualquier momento, y (ii) cualquier ley, regla o reglamento incluye las reformas a los mismos en cualquier tiempo o a cualquier ley, regla o reglamento que los sustituya.

Las referencias a una Persona también son a sus causahabientes, cesionarios permitidos y, según sea aplicable, a cualquier Persona que las sustituya.

SEGUNDA. CONSTITUCIÓN DE LA PRENDA SIN TRANSMISIÓN DE POSESIÓN.

2.1 Prenda sin Transmisión de Posesión. Con el objeto de garantizar el pago y cumplimiento total y puntual de todas las Obligaciones Garantizadas (ya sea a su fecha de vencimiento programado, por vencimiento anticipado o por cualquier otro motivo), el Deudor Prendario en este acto ratifica, de manera irrevocable e incondicional, la creación de una prenda sin transmisión de posesión en primer lugar y grado de prelación, a favor del Nuevo Acreedor Prendario actuando, en representación y para beneficio de las Partes Garantizadas DIP y una prenda en segundo lugar y grado de prelación sobre los Bienes Pignorados, a favor del Acreedor Prendario 2021 como Agente de Garantías en representación y para el beneficio de las Partes Garantizadas 2021 (la "Prenda"), conforme a lo previsto por el Título II, Capítulo IV, Sección VII, de la Ley General de Títulos y Operaciones de Crédito, sobre los Activos Físicos Muebles, el Inventario y los Activos no Esenciales (los "Bienes Pignorados").

2.2 Disposiciones Aplicables. Las Partes reconocen y acuerdan que la Prenda que en este acto se constituye será regida por las disposiciones de la Sección Séptima, Capítulo IV, Título Segundo de la LGTOC.

2.3 Registro. El Deudor Prendario se obliga a obtener el registro definitivo del presente Contrato en el RUG y deberá entregar constancia de dicho registro al Nuevo Acreedor Prendario y al Acreedor Prendario 2021.

TERCERA. POSESIÓN; USO; CONSERVACIÓN Y DISPOSICIÓN DE LOS BIENES PIGNORADOS.

3.1 Posesión y Conservación. El Deudor Prendario deberá conservar la posesión de los Bienes Pignorados en términos del Artículo 346 de la LGTOC y estará sujeto a todas las obligaciones y responsabilidades establecidas en los Artículos 361 y 380 de la LGTOC.

3.2 Uso de los Bienes Pignorados. De conformidad con lo previsto por el Artículo 356 (párrafo I) de la LGTOC y en la medida en que se permita en este Contrato y en los otros Documentos del Crédito DIP, y en la medida en que no se haya notificado la actualización de un Evento de Incumplimiento por escrito al Deudor Prendario por el Nuevo Acreedor Prendario de conformidad con lo establecido en los Documentos del Crédito DIP y la Orden DIP, el Deudor Prendario tendrá el derecho de usar los Bienes Pignorados y ejercer todos los derechos relacionados con los mismos, según sea aplicable.

3.3 Disposición y Gravámenes sobre los Bienes Pignorados.

(a) Siempre que no se haya entregado una Notificación de Incumplimiento que se encuentre vigente, el Deudor Prendario podrá vender, ceder, transferir o de cualquier otra manera disponer de los Bienes Pignorados, excepto en contravención a lo establecido en los Documentos del Crédito DIP; en el entendido que (i) al darse la venta, cesión, transmisión o disposición de Bienes Pignorados conforme a lo aquí establecido cesarán los efectos de la Prenda sobre dichos Bienes Pignorados, y (ii) no estarán sujetos a la Prenda y no formarán parte de los Bienes Pignorados los recursos monetarios que el Deudor Prendario efectivamente reciba como contraprestación por la venta, cesión, transferencia o disposición de los Bienes Pignorados, y en la medida en que dichos recursos sean aplicados en el curso ordinario de negocios del Deudor Prendario;

(b) salvo por los Gravámenes permitidos en términos de los Documentos del Crédito DIP, el Deudor Prendario no podrá crear o permitir la existencia de cualquier Gravamen sobre cualesquier Bienes Pignorados.

3.4 Variación en el Valor. En caso de que los Bienes Pignorados en este Contrato aumenten o disminuyan su valor, el Deudor Prendario, el Acreedor Prendario 2021 y el Nuevo Acreedor Prendario reconocen y acuerdan que los Bienes Pignorados continuarán estando sujetos a la Prenda que en este acto se constituye, con el valor resultante. El Acreedor Prendario 2021 y el Nuevo Acreedor Prendario en este acto renuncian expresamente a cualquier derecho que pudiera resultar en su favor de conformidad con el segundo párrafo del Artículo 362 de la LGTOC.

CUARTA. OBLIGACIONES DEL DEUDOR PRENDARIO.

En tanto el presente Contrato y las Obligaciones Garantizadas se encuentren vigentes y sean exigibles, el Deudor Prendario se obliga a:

(a) Mantener los Activos Físicos Muebles en la ubicación en la que actualmente se encuentran, excepto por cambios de ubicación en el curso ordinario de los negocios del Deudor Prendario o conforme resulte necesario o conveniente para cumplir con sus obligaciones bajo los Documentos del Crédito DIP;

(b) En todo momento y a su costa, defender (i) sus derechos sobre los Bienes Pignorados, conforme sea aplicable, en contra de cualquier reclamación, demanda o acción de cualquier Persona distinta al Acreedor Prendario 2021 y al Nuevo Acreedor Prendario en el entendido de que la excepción prevista a favor del Acreedor Prendario 2021 y del Nuevo Acreedor Prendario únicamente aplica respecto del ejercicio legítimo de los derechos que les correspondan a cada uno conforme al presente Contrato y a los demás Documentos del Crédito DIP, y (ii) la Prenda constituida a favor del Acreedor Prendario 2021 y del Nuevo Acreedor Prendario mediante este Contrato, en cada caso, en contra de cualquier reclamación, demanda o acción de cualquier Persona distinta al Acreedor Prendario correspondiente, ante cualquier autoridad gubernamental, tribunal o arbitro (sea mexicano o no);

(c) Tomar todas las acciones que sean razonablemente necesarias o, en la opinión del Acreedor Prendario correspondiente, razonablemente convenientes, para establecer,

mantener, perfeccionar, defender y preservar la Prenda, y la validez de los poderes otorgados de conformidad con este Contrato y cada uno de los registros necesarios respecto de cualesquiera de los Bienes Pignorados, según sea requerido por la legislación aplicable en México, sin que lo anterior implique renuncia alguna del Deudor Prendario a sus derechos y defensas derivados de la legislación aplicable.; y

(d) No realizar acto alguno (i) que de cualquiera manera pudiera afectar la exigibilidad de la Prenda constituida mediante este Contrato por parte del Acreedor Prendario correspondiente o (ii) que como resultado del cual pudiera razonablemente esperarse una afectación a la exigibilidad de la Prenda por parte del Acreedor Prendario 2021 y/o del Nuevo Acreedor Prendario.

QUINTA. CONTINUIDAD; INDIVISIBILIDAD; DERECHOS ACUMULATIVOS.

5.1 Prenda Continua. La Prenda constituida conforme a este Contrato constituye una prenda continua para el pago y cumplimiento total y puntual de todas las Obligaciones Garantizadas.

5.2 Indivisibilidad.

(a) Salvo por lo previsto en el inciso (b) siguiente; (i) la Prenda constituida conforme a este Contrato es indivisible y no se cancelará, terminará o reducirá hasta que todas las Obligaciones Garantizadas hayan sido cumplidas en su totalidad, (ii) las Partes convienen que los Bienes Pignorados garantizan en su totalidad las Obligaciones Garantizadas, y (iii) el Deudor Prendario en este acto renuncia expresamente al derecho de división o reducción de la Prenda como resultado de pagos parciales de las Obligaciones Garantizadas según lo previsto en el Artículo 349 de la LGTOC.

(b) No obstante lo anterior, una vez que se tengan por cumplidas las Obligaciones Garantizadas de conformidad con el inciso inmediato anterior (incluyendo cualquier otro acto permitido conforme al Convenio entre Acreedores 2021, los Documentos del Crédito DIP y a la Orden DIP), el Acreedor Prendario correspondiente liberará la Prenda respecto de los Bienes Pignorados que correspondan. En virtud de lo anterior, los Bienes Pignorados serán liberados a partir de dicho momento y dejarán de formar parte de los Bienes Pignorados. El Acreedor Prendario correspondiente se obliga a cooperar con el Deudor Prendario para que una vez que se tengan por cumplidas las Obligaciones Garantizadas en los términos descritos en el presente inciso, se lleven a cabo, a costa del Deudor Prendario, todos los actos que sean necesarios o razonablemente convenientes para documentar o perfeccionar la liberación parcial de la Prenda respecto de los Bienes Pignorados que correspondan, incluyendo la celebración o suscripción de los contratos, convenios e instrumentos e inscripciones o cancelaciones en el RUG.

5.3 Derechos Absolutos. Los derechos y recursos del Acreedor Prendario 2021 y del Nuevo Acreedor Prendario derivados del presente Contrato son absolutos e incondicionales, independientemente de la constitución, perfeccionamiento, intercambio, liberación o falta de perfeccionamiento de cualquier otra garantía (incluyendo cualesquier Gravamen creado de conformidad con los otros Documentos del Crédito DIP) o cualquier liberación, modificación o renuncia, o consentimiento respecto de cualquier garantía (incluyendo cualesquier Gravamen creado de conformidad con los otros Documentos del Crédito DIP), para el pago y cumplimiento de todas y cada una de las Obligaciones Garantizadas; cualquier ejercicio individual o parcial de

dicho derecho, facultad o recurso no impedirá cualquier otro ejercicio presente o futuro de dicho derecho, facultad o recurso derivado de este Contrato.

5.4 Derechos Acumulativos.

a. La Prenda constituida en términos de este Contrato permanecerá en pleno vigor y efecto independientemente de que el Deudor Prendario o cualquier otra Persona, en esta fecha o en cualquier momento ulterior, otorgue cualquier garantía respecto del pago y cumplimiento de la totalidad o parte de las Obligaciones Garantizadas, incluyendo, sin limitar, mediante el Contrato de Fideicomiso de Garantía.

b. Los derechos y recursos del Acreedor Prendario 2021 y del Nuevo Acreedor Prendario previstos en el presente Contrato, en los otros documentos de garantía (incluyendo, sin limitación, el Contrato de Fideicomiso de Garantía) o en cualquier otro contrato, instrumento o documento relacionado con éstos (i) son acumulativos y en adición a, y no exclusivos de, cualesquier derechos o recursos disponibles a los Acreedores Prendarios correspondiente de conformidad con la legislación aplicable, el presente Contrato o los demás documentos de garantía (incluyendo, sin limitación, el Contrato de Fideicomiso de Garantía) o cualquier otro contrato, instrumento o documento relacionado con los mismos, y (ii) no están condicionados ni son contingentes al ejercicio por parte de dicho los Acreedores Prendarios de cualquiera de sus derechos o recursos derivados del presente Contrato o de los otros documentos de garantía (incluyendo, sin limitar, el Contrato de Fideicomiso de Garantía) o cualquier contrato, instrumento o documento relacionado con éstos en contra del Deudor Prendario o contra cualquier otra Persona.

SEXTA. PODERES.

El Deudor Prendario designa irrevocablemente al Nuevo Acreedor Prendario como su apoderado, a efecto de que el Nuevo Acreedor Prendario pueda ejercer todos y cada uno de los derechos del Deudor Prendario para preservar los Bienes Pignorados, incluyendo, sin limitación, el ejercicio de cualesquiera acciones o reclamaciones, judiciales o extrajudiciales, necesarias para obtener el pago de los importes adeudados derivados de la venta o comercialización de los Bienes Pignorados, en el entendido que el Nuevo Acreedor Prendario (i) no ejercerá dicho poder a menos que, y hasta en tanto, el Nuevo Acreedor Prendario notifique por escrito al Deudor Prendario que ha determinado ejercer derechos o remedios; a partir de dicho momento y hasta que el Nuevo Acreedor Prendario entregue al Deudor Prendario un aviso de terminación o dispensa del Evento de Incumplimiento que detonó su instrucción a ejercer derechos o remedios, y (ii) no tiene obligación alguna con el Deudor Prendario para ejercer dichos derechos, o para preservar los Bienes Pignorados. A partir de que el Nuevo Acreedor Prendario notifique por escrito al Deudor Prendario que ha determinado ejercer derechos o remedios, todos los derechos relacionados con los Bienes Pignorados deberán ser ejercidos exclusivamente por el Nuevo Acreedor Prendario.

Para tales efectos, a más tardar en la fecha de celebración del presente Contrato de Prenda, el Deudor Prendario deberá otorgar ante notario público un poder especial irrevocable a favor del Nuevo Acreedor Prendario, sustancialmente en términos del formato contenido en el **Anexo "B"**, a fin de que el Nuevo Acreedor Prendario (i) ejerza todos los derechos que le correspondan al Deudor Prendario sobre los Bienes Pignorados, y (ii) tome cualquier acción y firme cualquier convenio, documento o instrumento, según lo considere necesario o conveniente el Nuevo Acreedor Prendario a efecto de lograr el objeto de este Contrato.

No obstante lo anterior, una vez que se hayan cumplido y pagado en su totalidad las obligaciones derivadas de los Documentos del Crédito DIP, y sea confirmado por escrito por el Deudor Prendario, el Acreedor Prendario 2021, actuando en su carácter de Agente de Garantías en representación y para el beneficio de las Partes Garantizadas 2021, tendrá todos y cada uno de los derechos, facultades y poderes que conforme a este contrato tiene el Nuevo Acreedor Prendario, como si todas las referencias al Nuevo Acreedor Prendario se entendieran hechas al Acreedor Prendario 2021, siempre y cuando sea consistente y no contravenga la Orden DIP y los Documentos del Crédito DIP, y, en su caso, el Deudor Prendario otorgará un poder especial sustancialmente en los mismos términos del Anexo B a favor del Acreedor Prendario 2021.

SÉPTIMA. EJECUCIÓN.

7.1 Procedimiento.

(a) A partir de que el Nuevo Acreedor Prendario notifique por escrito al Deudor Prendario que se ha actualizado un Evento de Incumplimiento y se ha determinado ejercer derechos o remedios de conformidad con lo establecido en los Documentos del Crédito DIP, el Nuevo Acreedor Prendario, tendrá el derecho de ejecutar, con costo para el Deudor, la Prenda y las garantías creadas y constituidas conforme a este Contrato y ejercer todos o cada uno de sus derechos de conformidad con el procedimiento de ejecución previsto en el Libro Quinto, Título Tercero-Bis del Código de Comercio, en el entendido que, en tal caso, el Deudor Prendario perderá el derecho de vender o transferir los Bienes Pignorados, conforme a lo previsto por el Artículo 356 de la LGTOC. Lo anterior, sin perjuicio del derecho del Nuevo Acreedor Prendario de perseguir de manera paralela el pago de las Obligaciones Garantizadas mediante el ejercicio de cualesquiera acciones que tenga disponibles conforme a la legislación aplicable y los Documentos del Crédito DIP, incluyendo, de manera enunciativa mas no limitativa, la ejecución de otras garantías otorgadas en su favor, tales como el remate de los bienes afectados al Fideicomiso en Garantía.

(b) El Nuevo Acreedor Prendario tendrá, de ocurrir los eventos referidos en el inciso (a) anterior, el derecho de ejecutar extrajudicialmente sus derechos conforme a este Contrato, mediante la venta de los Bienes Pignorados a cualquier tercero, conforme a lo previsto por el Libro Quinto, Título Tercero Bis, Capítulo I, del Código de Comercio.

(c) La suma obtenida de la venta de cualquiera de los Bienes Pignorados, como resultado de la ejecución de los derechos del Acreedor Prendario correspondiente en términos del presente Contrato, será aplicada para el pago de la cantidad que importen las Obligaciones Garantizadas, conforme a lo previsto en la Orden DIP y los Documentos del Crédito DIP, previo pago de los impuestos y gastos, honorarios y comisiones, erogados por el Acreedor Prendario correspondiente con motivo de la venta de los Bienes Pignorados, en el entendido que (i) de ser insuficientes las sumas obtenidas de una venta conforme a esta Cláusula Séptima, el Deudor Prendario pagará dichos impuestos, gastos, honorarios y comisiones, y (ii) una vez cubierta la totalidad de las Obligaciones Garantizadas, cualquier excedente de los recursos obtenidos por la venta de los Bienes Pignorados que estuvieren en posesión del Acreedor Prendario 2021 y del Nuevo Acreedor Prendario y estuviere facultado para hacerlo, será entregado por el Acreedor Prendario correspondiente al Deudor Prendario.

(e) Una vez que se hayan cumplido y pagado en su totalidad las obligaciones derivadas de los Documentos del Crédito DIP, y sea confirmado por escrito por el Deudor Prendario, el Acreedor Prendario 2021, actuando en su carácter de Agente de Garantías en representación y para el beneficio de las Partes Garantizadas 2021, tendrá todos y cada uno de los derechos de ejecución y los demás derechos y recursos que conforme a este contrato tiene el Nuevo Acreedor Prendario, como si todas las referencias al Nuevo Acreedor Prendario se entendieran hechas al Acreedor Prendario 2021, quien podrá ejercer dichos derechos en primer lugar y grado de prelación conforme al Convenio entre Acreedores 2021, siempre y cuando sea consistente y no contravenga la Orden DIP y los Documentos del Crédito DIP.

7.2 No Renuncia. Cualquier omisión del Acreedor Prendario 2021 o del Nuevo Acreedor Prendario para ejercer cualquiera de sus derechos derivados de este Contrato o el retraso en el ejercicio de dichos derechos, no operará como renuncia por parte del Acreedor Prendario correspondiente de dichos derechos, ni el ejercicio parcial del Acreedor Prendario 2021 o del Nuevo Acreedor Prendario de sus derechos derivados de este Contrato precluirá cualquier ejercicio adicional de los mismos o el ejercicio de cualquier otro derecho.

7.3 Nombramiento de Valuador. Para efectos del Artículo 1414 Bis del Código de Comercio, las Partes convienen que el perito valuador que se menciona en dicho artículo deberá ser designado de conformidad con el siguiente procedimiento: (i) el Nuevo Acreedor Prendario entregará al Deudor Prendario una lista con tres (3) valuadores (en el entendido que cada valuador deberá estar autorizado por la Comisión Nacional Bancaria y de Valores), y (ii) dentro de los cinco (5) Días Hábiles siguientes a la recepción de dicha lista, el Deudor Prendario notificará por escrito al Nuevo Acreedor Prendario el nombre del valuador seleccionado, en el entendido que la falta de aviso por parte del Deudor Prendario dentro de dicho periodo de cinco (5) Días Hábiles, facultará al Nuevo Acreedor Prendario correspondiente para designar a cualquiera de los valuadores incluidos en la lista mencionada en el inciso (i) anterior. Los honorarios y gastos de dicho valuador serán cubiertos por el Deudor Prendario y estarán garantizados por la Prenda como parte de las Obligaciones Garantizadas.

OCTAVA. VIGENCIA; LIBERACIÓN Y TERMINACIÓN.

8.1 Vigencia. Este Contrato y la Prenda constituida y/o ratificada conforme al mismo permanecerán en pleno vigor y efecto a partir de la fecha de celebración de la misma y hasta la fecha en que todas las Obligaciones Garantizadas hayan sido pagadas y cumplidas en su totalidad.

8.2 Liberación de la Prenda y de los Bienes Pignorados. Sin perjuicio de lo establecido en la Cláusula 5.2(b) de este Contrato, el Acreedor Prendario 2021 y el Nuevo Acreedor Prendario liberarán la Prenda constituida en términos de este Contrato sobre todos los Bienes Pignorados, contra el pago y cumplimiento total de las Obligaciones Garantizadas de conformidad con los Documentos del Crédito DIP. Para tales efectos, el Acreedor Prendario 2021 y el Nuevo Acreedor Prendario convienen en celebrar puntualmente, a solicitud por escrito del Deudor y a cargo y costo de éste, cualquier documento o convenio (proporcionado al Acreedor Prendario correspondiente con 10 (diez) Días Hábiles de anticipación) o tomar cualquier acción adicional razonablemente solicitada por el Deudor para que se dé por terminado este Contrato y cancele la Prenda constituida en este Contrato.

NOVENA. MISCELÁNEOS.

9.1 Agente. Las Partes reconocen, acuerdan y convienen que, para todo lo relativo al presente Contrato: (i) el Acreedor Prendario 2021 actúa únicamente en su carácter de Agente de Garantías, por cuenta y para el beneficio de las Partes Garantizadas 2021 de conformidad con los términos y condiciones establecidos en este Contrato y en el Convenio entre Acreedores 2021 y la Orden DIP y (ii) el Nuevo Acreedor Prendario, actúa únicamente en su carácter de Agente de Garantías, por cuenta y para el beneficio de las Partes Garantizadas DIP de conformidad con los términos y condiciones establecidos en este Contrato y en los Documentos del Crédito DIP y no incurrirán en responsabilidad alguna, ya sea expresa o tácita, en relación con este Contrato o dichos documentos, salvo por lo dispuesto expresamente en esta Cláusula 9.1.

Adicionalmente, el Acreedor Prendario 2021 y el Nuevo Acreedor Prendario, no serán responsables por cualquier omisión en realizar o cumplir con cualquier obligación o responsabilidad conforme al presente Contrato en razón de la ocurrencia de un evento que se encuentre fuera de su control, y que, no obstante lleven a cabo esfuerzos y diligencias razonables, dicho acto no pudiere ser prevenido, evadido o removido (incluyendo sin limitar cualesquier caso fortuito, guerra, revuelta, disturbio local o nacional, desastre natural o cualquier acto de terrorismo).

Ni el Acreedor Prendario 2021, ni el Nuevo Acreedor Prendario, ni cualquiera de sus funcionarios, directores, empleados, representantes, agentes, sub-agentes, abogados, consejeros y asesores, serán responsables ante cualquier Persona por cualquier acción u omisión conforme al presente Contrato o en relación con el mismo, salvo en la medida que las pérdidas fueren causadas directamente por negligencia grave o dolo por parte de cualquiera de los Acreedores Prendarios correspondiente o por cualesquiera de dichos funcionarios, directores, empleados, representantes, agentes, sub-agentes, abogados, consejeros y asesores, según sea el caso, conforme sea determinado por una resolución definitiva e inapelable emitida por un tribunal competente. Las Partes en este acto liberan, renuncian, excusan y exculpan al Acreedor Prendario 2021 y al Nuevo Acreedor Prendario y a cada uno de sus funcionarios, directores, empleados, representantes, agentes, sub-agentes, abogados, consejeros y asesores por cualquier acción u omisión conforme al presente Contrato o en relación con el mismo, salvo en la medida en que las pérdidas fueren directamente causadas por la negligencia grave o dolo de cualquiera de dichas Personas.

No obstante cualquier otra disposición en contrario contenida en el presente Contrato, cuando se haga referencia en este Contrato a cualquier acto, consentimiento, designación, especificación, requerimiento o aprobación de, aviso, solicitud u otra comunicación de; u otra instrucción dada o acción a ser realizada o a ser (o no ser) omitida por parte de los Acreedores Prendarios correspondiente (ya sea expresamente o no, que esté a discreción del mismo), cualquier modificación, renuncia u otra modificación o de otro consentimiento conforme al presente Contrato a ser celebrado (o no ser celebrado por el acreedor prendario correspondiente), o cualquier elección, decisión, opinión, aceptación, confirmación, uso de discernimiento, expresión de satisfacción u otro ejercicio de discreción, derechos o recursos a ser ejercidos (o no ser ejercidos) por parte del Acreedor Prendario 2021 o del Nuevo Acreedor Prendario (cada uno, un "Acto del Acreedor Prendario"), en el entendido que, en todos los casos, se considerará que (i) el Acreedor Prendario 2021 actúa, entrega, retiene, omite, realiza o de otra manera asume y ejerce dicho Acto del Acreedor Prendario (o no asume o ejerce dicho Acto del Acreedor Prendario) según le es instruido de conformidad con el Convenio entre Acreedores 2021 y la Orden DIP, y (ii) el Nuevo Acreedor Prendario actúa, entrega, retiene, omite, realiza o de otra manera asume y ejerce dicho Acto del Acreedor Prendario (o no asume o ejerce dicho Acto del Acreedor Prendario) de conformidad con lo establecido en los Documentos del Crédito DIP.

La presente disposición es únicamente para beneficio del Acreedor Prendario 2021 y el Nuevo Acreedor Prendario y de sus sucesores y cesionarios permitidos, y las demás Partes no estarán facultadas para ejercer cualquier defensa, reclamación o reconvención, ni conferirá cualesquier derechos o beneficios a favor de cualquier otra Parte.

Nada de lo establecido en el presente Contrato requerirá que el Acreedor Prendario correspondiente lleve a cabo cualquier registro, o sea responsable de mantener las garantías que se pretendan constituir conforme a lo establecido en el presente Contrato (salvo por la custodia de cualesquiera Bienes Pignorados que tenga en su posesión) y dicha responsabilidad será únicamente a cargo de dicho Deudor Prendario.

9.2 Modificaciones. Este Contrato no podrá ser modificado, terminado o renunciado en todo o en parte, excepto mediante acuerdo por escrito firmado por cada una de las Partes de este Contrato. En la medida en que lo solicite el Acreedor Prendario 2021 o el Nuevo Acreedor Prendario o que de otra manera sea requerido conforme a los Documentos del Crédito DIP y/o a la legislación aplicable, cualquier modificación, terminación o renuncia de la totalidad o parte de los términos de este Contrato se firmará o ratificará por cada una de las Partes ante notario público y dicho contrato se inscribirá en el RUG, según sea aplicable.

9.3 Avisos. Todos los avisos y demás comunicaciones entre las Partes con respecto a este Contrato deberán ser realizadas por escrito, en inglés o en español (acompañadas con una traducción al inglés) y deberán ser entregadas ya sea (i) personalmente, (ii) mediante servicio de mensajería especializada (*overnight courier*), (iii) por servicio de mensajería reconocido internacionalmente, (iv) correo electrónico (en cuyo caso surtirá efectos al momento en que las mismas se transmitan y se obtenga confirmación de transmisión), a los domicilios o correos electrónicos que se señalan a continuación:

Deudor Prendario
Braskem Idesa, S.A.P.I.
Blvd. Manuel Ávila Camacho 36 piso 24
Colonia Lomas de Chapultepec
México, Ciudad de México, 11000
México
Atención: Alonso Gómez del Campo Estrada y Gustavo Gindler Sergi
Correo Electrónico: gustavo.sergi@braskem.com y alonso.gomez@braskem.com

Acreedor Prendario 2021
Deutsche Bank Trust Company Americas
1 Columbus Circle, Piso 17
Mail Stop: NYC01-1710
Nueva York, NY 10019
Atención: Administrative Agent Services – Etileno
Correo: jennifer.vandyne@db.com

Nuevo Acreedor Prendario
TMF Mexico Business Process, S. de R.L. de C.V.
Av. Presidente Masaryk 111, Piso 1,
Col. Polanco V Sección, Miguel Hidalgo

C.P. 11560, Ciudad de México
Atención: Adrian P. Owen y/o Paulina López y/o Veronica Hay Gomez
Correo Electrónico: capital.markets.mexico@tmf-group.com y/o veronica.haygomez@tmf-group.com y/o adrian.owen@tmf-group.com
Teléfono: (52) 55 1102 - 5460

Con copia sin que constituya notificación:

Jones Day México
Av. Paseo de la Reforma 342, Piso 30,
Col. Juárez, Cuauhtémoc,
C.P. 06600, Ciudad México.
Atención: Arturo de la Parra
Correo Electrónico: arturodelaparra@jonesday.com

Todos los avisos y comunicaciones surtirán plenos efectos cuando sean acusados de recibo.

Cualquier Parte podrá, mediante notificación dirigida a las otras Partes, cambiar su domicilio o las personas a quien deban dirigirse los avisos o comunicaciones que se requieran conforme a este Contrato.

9.4 Cesión; Deudor Prendario Adicional. Este Contrato es vinculante y para el beneficio de las Partes y sus respectivos sucesores y cesionarios permitidos. El Deudor Prendario no podrá, en ningún momento, ceder, transferir, o gravar cualquiera de sus derechos o cualquiera de sus obligaciones conforme al presente Contrato sin el consentimiento previo y por escrito del Nuevo Acreedor Prendario y el Acreedor Prendario 2021.

El Acreedor Prendario 2021 podrá ceder o transferir sus derechos y obligaciones conforme a este Contrato a favor de un agente de garantías sustituto, únicamente en los términos y condiciones establecidas en el Convenio entre Acreedores 2021.

El Nuevo Acreedor Prendario podrá ceder o transferir sus derechos y sus obligaciones conforme a este Contrato a favor de un tercero (o un agente de garantías sustituto) únicamente en los términos y condiciones establecidas en los Documentos del Crédito DIP.

9.5 No Novación. Ni la celebración de este Contrato ni la creación o perfeccionamiento de la Prenda constituyen una novación, modificación, pago o cumplimiento de las Obligaciones Garantizadas, en todo o en parte.

9.6 Ley Aplicable. El presente Contrato estará regido e interpretado de conformidad con las leyes federales de México.

9.7 Jurisdicción. Para cualquier procedimiento que surja o se relacione con este Contrato, las Partes se sujetan expresamente e irrevocablemente a la jurisdicción de los tribunales de la Ciudad de México, México, renunciando expresamente a cualquier otra jurisdicción que les pueda corresponder en razón de su domicilio presente o futuro o por cualquier otra razón.

9.8 Independencia del Clausulado. Las Partes convienen que, en el supuesto de que cualquier disposición de este Contrato resulte ser inválida o ilegal, dicha disposición, en la medida en que lo

permitan la legislación aplicable, se tendrá por no puesta y el resto de las disposiciones de este Contrato permanecerán válidas y aplicables.

9.9 Encabezados. Los encabezados que se utilizan en este Contrato son únicamente para efectos de conveniencia en la referencia y no se utilizarán para interpretar las disposiciones de este Contrato.

9.10 Divisibilidad. En caso de que cualquier disposición de este Contrato sea declarada inválida, ilegal o inexigible, dicha disposición será separada del resto del Contrato y la validez, legalidad y exigibilidad de las disposiciones restantes no serán afectadas de forma alguna.

9.11 Impuestos y Gastos. En este acto el Deudor conviene en pagar todos y cada uno de los honorarios (incluyendo los honorarios del notario público), costos, gastos e Impuestos adeudados en relación con la constitución y registro de la Prenda. En este acto el Deudor Prendario conviene en pagar, todos y cada uno de los honorarios, costos, gastos e Impuestos adeudados en relación con la constitución, registro, mantenimiento y protección de la Prenda.

[HOJAS DE FIRMA SE OMITEN INTENCIONALMENTE]

Anexo "A"

Términos Definidos

"Acreditantes DIP" tiene el significado que se le atribuye en el Antecedente Vigésimo Primero del Convenio.

"Acreedor Prendario 2021" significa Deutsche Bank Trust Company Americas, actuando únicamente en su carácter de Agente de Garantías, en representación y para el beneficio de las Partes Garantizadas 2021, en su carácter de acreedor prendario saliente al amparo del Contrato de Prenda.

"Acreedores del Crédito 2021" significa las instituciones y entidades que, en su carácter de acreditantes ("*Lenders*"), celebraron el Contrato de Crédito 2021, según el mismo sea modificado de tiempo en tiempo.

"Acta de Emisión 2029" significa el acta de emisión ("*Indenture*") celebrada el 2 de diciembre de 2019 entre el Deudor y el Representante de los Tenedores 2029, al amparo de las Notas 2029, según la misma haya sido o sea modificada, adicionada o reexpresada de tiempo en tiempo.

"Acta de Emisión 2032" significa el acta de emisión ("Indenture") celebrada el 20 de octubre de 2021 entre el Deudor y el Representante de los Tenedores 2032, al amparo de las Notas 2032, según la misma haya sido o sea modificada, adicionada o reexpresada de tiempo en tiempo.

"Activos Físicos" tiene el significado que se le atribuye al término "*Physical Assets*" en el Contrato de Crédito DIP.

"Activos Físicos Muebles" significa los bienes muebles tangibles del Deudor ubicados en el Complejo Petroquímico, incluyendo cualquier bien mueble tangible que los reemplace o que se adhiera o acceda a cualquiera de ellos después de la fecha de firma del presente Contrato.

"Activos no Esenciales" tiene el significado que se le atribuye al término "*Non-Core Assets*" en el Convenio entre Acreedores 2021.

"Agente de Garantías" significa Deutsche Bank Trust Company Americas o TMF Mexico Business Process, S. de R.L. de C.V., según el contexto lo requiera.

"Bienes Pignorados" tiene el significado que se le atribuye a dicho término en la Cláusula 2.1 del Contrato de Prenda.

"Complejo Petroquímico" tiene el significado que se le atribuye a dicho término en el Contrato de Fideicomiso de Garantía.

"Contrato de Crédito 2021" significa el Contrato de Crédito ("*Credit Agreement*") de fecha 11 de octubre de 2021, celebrado por el Deudor como acreditado, con Deutsche Bank Trust Company Americas como agente administrativo, y ciertas instituciones como acreditantes, según el mismo sea o haya sido modificado, adicionado y/o reexpresado de tiempo en tiempo.

"Contrato de Crédito DIP" significa el Contrato de Crédito Superprioritario para Deudor en Posesión ("*Superpriority Debtor-In-Possession Credit Agreement*"), celebrado con fecha 17 de agosto de 2026, entre el Deudor, los garantes que de tiempo en tiempo formen parte del mismo, los Acreditantes DIP, según el mismo sea modificado, adicionado y/o reexpresado de tiempo en tiempo.

"Contrato de Crédito 2025" significa el convenio modificatorio y de reexpresión al contrato de crédito celebrado con fecha 23 de abril de 2025, entre el Deudor, como acreditado, Braskem Idesa Servicios, S.A. de C.V., como garante, y Banco Inbursa, S.A., Institución de Banca Múltiple, Grupo Financiero Inbursa, como agente administrativo, agente de garantías y acreedor, mismo que fue modificado con fecha 22 de octubre de 2025 entre otros a efecto de ampliar el monto principal disponible según el mismo sea modificado, adicionado y/o reexpresado de tiempo en tiempo.

"Contrato de Fideicomiso de Garantía" significa el Contrato de Fideicomiso Irrevocable de Garantía y Administración Número F/1611 de fecha 6 de marzo de 2013, suscrito entre el Deudor, Braskem Netherlands B.V., Braskem México Proyectos, S.A. de C.V., Sociedad Financiera de Objeto Múltiple, E.N.R., Etileno XXI, S.A. de C.V., y Grupo Idesa, S.A. de C.V., como fideicomitentes y fideicomisarios en tercer lugar; el Acreedor Prendario 2021, en su carácter de agente de garantías, en representación y para beneficio de las Partes Garantizadas 2021, como fideicomisario en segundo lugar; el Nuevo Acreedor Prendario, en su carácter de agente de garantías, en representación y para beneficio de las Partes Garantizadas DIP, como fideicomisario en primer lugar; y Banco Multiva, S.A., Institución de Banca Múltiple, Grupo Financiero Multiva, División Fiduciaria como fiduciario, según el mismo haya sido modificado, adicionado o reexpresado de tiempo en tiempo.

"Convenio entre Acreedores 2021" significa el Convenio entre Acreedores Original, según fue modificado conforme al primer convenio modificatorio al Convenio entre Acreedores y al Segundo Convenio Modificatorio al Convenio entre Acreedores de fecha 20 de octubre de 2021.

"Créditos New Money" tiene el significado que se le atribuye al término "*New Money Loans*" en el Contrato de Crédito DIP.

"Créditos Roll-Up" tiene el significado que se le atribuye al término "*Roll-Up Loans*" en el Contrato de Crédito DIP.

"Día Hábil" tiene el significado que se le atribuye al término "*Business Day*" en el Contrato de Crédito DIP.

"Documentos de la Emisión 2029" significa, conjuntamente, el Acta de Emisión 2029 y las Notas 2029.

"Documentos de la Emisión 2032" significa, conjuntamente, el Acta de Emisión 2032 y las Notas 2032.

"Documentos de las Emisiones" significa, conjuntamente, los Documentos de la Emisión 2029 y los Documentos de la Emisión 2032.

"Documentos del Crédito DIP" significa conjuntamente el Contrato de Crédito DIP, la Orden DIP, los Créditos New Money y los Créditos Roll-Up, los Pagarés y todos los documentos, garantías y acuerdos celebrados en relación con el mismo.

"Dólares" significa la moneda en curso legal en los Estados Unidos de América.

"Evento de Incumplimiento" tiene el significado que se le atribuye al término "*Event of Default"* en el Contrato de Crédito DIP.

"Financiamiento DIP" significa el financiamiento post-solicitud con superprioridad, garantía preferente y derecho de prelación, de múltiples tramos y desembolso diferido ("*superpriority, senior secured and priming multi-tranche, delayed-draw debtor-in-possession facility*"), autorizado mediante la Orden DIP y documentado al amparo del Contrato de Crédito DIP.

"Gravamen" significa cualquier hipoteca, prenda, fideicomiso en garantía, embargo, gravamen, cargo, cesión con fines de garantía u otro gravamen o derecho real de cualquier naturaleza.

"Impuestos" significa cualquier impuesto, contribución, aprovechamiento, retención, deducción, carga u otra responsabilidad fiscal junto con intereses, sanciones, multas o recargos derivados de los mismos, pagaderos a cualquier autoridad gubernamental de conformidad con la ley aplicable, incluyendo cuotas de seguridad social, vivienda o ahorro para el retiro.

"Inbursa" significa Banco Inbursa, S.A., Institución de Banca Múltiple, Grupo Financiero Inbursa.

"Inventario" significa el inventario del Deudor consistente en resina de polietileno durante la vigencia del presente Contrato.

"LGTOC" significa la Ley General de Títulos y Operaciones de Crédito.

"México" significa los Estados Unidos Mexicanos.

"Notas 2029" significa aquellos valores de deuda garantizados denominados "*Senior Secured Notes*", ofrecidos y emitidos el 2 de diciembre de 2019, mediante oferta privada por el Deudor en los Estados Unidos de América y en otros países conforme a la Regla 144A (*Rule 144A*) y la Regulación S (*Regulation S*) de la Ley del Mercado de Valores de 1933 de los Estados Unidos de América (*U.S. Securities Act of 1933*), por un monto de EUA$900,000,000.00, a una tasa de interés anual de 7.450% y fecha de vencimiento el 15 de noviembre de 2029.

"Notas 2032" significa aquellos valores de deuda garantizados denominados "Senior Secured Notes", ofrecidos y emitidos el 20 de octubre de 2021, mediante oferta privada por el Deudor en los Estados Unidos de América y en otros países conforme a la Regla 144A (*Rule 144A*) y la Regulación S (*Regulation S*) de la Ley del Mercado de Valores de 1933 de los Estados Unidos de América (*U.S. Securities Act of 1933*), por un monto de EUA$1,200,000,000.00 (mil doscientos millones de Dólares 00/100), a una tasa de interés anual de 6.990%, y con una fecha de vencimiento del 20 de febrero de 2032.

"Obligaciones Garantizadas" significa conjuntamente: (i) las obligaciones de conformidad con el término "*Secured Obligations*" en el Convenio entre Acreedores 2021, incluyendo, de manera enunciativa las Protecciones Adecuadas (según los términos "*Adequate Protection Claims*",

"*Adequate Protection Liens*", y "*Adequate Protection Obligations*" se definen en la Orden DIP), únicamente respecto de los tenedores de las Notas 2029 ("*2029 Noteholders*") y los tenedores de las Notas 2032 ("*2032 Noteholders*"), según dichos términos se definen en el Convenio entre Acreedores 2021, e Inbursa, en su calidad de acreedor bajo el Contrato de Crédito 2025 ("*Prepetition Term Loan Credit Agreement*"); y (ii) las obligaciones a cargo del Deudor, así como de los Garantes ("*Guarantors*") derivadas de los Documentos del Crédito DIP; entendiéndose que la prelación, prioridad de pago y aplicación de recursos entre dichas obligaciones será conforme la Orden DIP. En ningún caso las protecciones adecuadas tendrán el mismo rango, prelación de pago o prioridad en la aplicación de recursos que las reclamaciones del Contrato de Crédito DIP ("*DIP Claims*") y los gravámenes del Contrato de Crédito DIP ("*DIP Liens*") del Financiamiento DIP, y por lo tanto, las Protecciones Adecuadas estarán subordinadas a los *DIP Claims* y los *DIP Liens* conforme a la Orden DIP.

"Orden DIP" significa la orden número [•] emitida con fecha 18 de agosto de 2026 por el Tribunal de Quiebras de los Estados Unidos de América para el Distrito Sur del Estado de Texas, División Houston, autorizando al Deudor a obtener el Financiamiento DIP.

"Pagarés" significa cada uno de los pagarés (con la leyenda "no negociable") emitidos por el Deudor como suscriptor a favor de los Acreditantes DIP, en términos de la Sección 2.5 del Contrato de Crédito DIP, como constancia de los desembolsos de los Créditos New Money y los Créditos Roll-Up, incluyendo sus términos de pago, según los mismos sean emitidos, sustituidos, reexpedidos o modificados de tiempo en tiempo.

"Partes" significa el Deudor Prendario, el Acreedor Prendario 2021 y el Nuevo Acreedor Prendario, y sus respectivos causahabientes y cesionarios permitidos.

"Partes Garantizadas 2021" tiene el significado que se le atribuye al término "*Secured Parties*" en el Convenio entre Acreedores 2021.

"Partes Garantizadas DIP" tiene el significado que se le atribuye al término "*Secured Parties*" en el Contrato de Crédito DIP.

"Persona" significa cualquier persona física, persona moral, sociedad, fideicomiso, asociación en participación, sociedad irregular, asociación, autoridad gubernamental o cualquier entidad con personalidad jurídica propia.

"Prenda" tiene el significado que se le atribuye a dicho término en la Cláusula 2.1 del Contrato de Prenda.

"Representante de los Tenedores 2029" significa Deutsche Bank Trust Company Americas, en su calidad de fiduciario de la emisión ("*Indenture Trustee*") al amparo del Acta de Emisión 2029.

"Representante de los Tenedores 2032" significa The Bank of New York Mellon, en su calidad de fiduciario de la emisión ("*Indenture Trustee*") al amparo del Acta de Emisión 2032.

"RSA" significa el Convenio de Apoyo a la Reestructura ("*Restructuring Support Agreement*") celebrado con fecha 17 de agosto de 2026, entre el Deudor, Braskem S.A., Braskem Netherlands B.V., Etileno XXI, S.A. de C.V., Inbursa y ciertos tenedores de Notas Preferentes Garantizadas,

según el mismo sea modificado, adicionado, complementado o de cualquier otra forma reformado, de tiempo en tiempo.

"RUG" significa el Registro Único de Garantías Mobiliarias, como una sección especial del Registro Público de la Propiedad y del Comercio de la Ciudad de México.

ANEXO "B" DEL CONTRATO DE PRENDA
Formato de Poder a ser Otorgado al Nuevo Acreedor Prendario

PODER ESPECIAL IRREVOCABLE

En este acto Braskem Idesa, S.A.P.I. (en lo sucesivo, el "Deudor Prendario") otorga un PODER ESPECIAL IRREVOCABLE, tan amplio como en derecho sea necesario, de conformidad con la Cláusula Sexta del Contrato de Prenda sin Transmisión de Posesión de fecha 6 de marzo de 2013, según el mismo ha sido modificado y reexpresado mediante quinto convenio modificatorio y de reexpresión de fecha 18 de agosto de 2026, celebrado entre el Deudor Prendario, con tal carácter; Deutsche Bank Trust Company Americas, actuando únicamente en su carácter de agente de garantías, en representación y para beneficio de las Partes Garantizadas 2021 (según dicho término se define en el Contrato de Prenda Sin Transmisión de Posesión); y TMF Mexico Business Process, S. de R.L. de C.V., actuando únicamente en su carácter de agente de garantías, en representación y para beneficio de las Partes Garantizadas DIP (según dicho término se define en el Contrato de Prenda sin Transmisión de Posesión), como nuevo acreedor prendario (el "Nuevo Acreedor Prendario"), y según sea posteriormente modificado o reexpresado de tiempo en tiempo, (el "Contrato de Prenda sin Transmisión de Posesión"), en términos de los artículos 2554 y 2596 del Código Civil Federal y sus artículos correlativos de los Códigos Civiles de los Estados de la República Mexicana y para la Ciudad de México, en favor del Nuevo Acreedor Prendario a fin de que el Nuevo Acreedor Prendario (i) ejerza, defienda y exija cualesquiera derechos o facultades derivados o relacionados con los Bienes Pignorados, y (ii) realice cualesquiera actos y celebre cualquier instrumento en los términos del Contrato de Prenda sin Transmisión de Posesión.

En el ejercicio del poder especial irrevocable que aquí se otorga, y sin perjuicio de la especialidad de las facultades otorgadas, el Nuevo Acreedor Prendario gozará de todas las facultades necesarias para la realización del objeto del presente poder especial en los términos del artículo 2554 del Código Civil Federal y sus artículos correlativos en los Códigos Civiles de los Estados de la República Mexicana y para la Ciudad de México, con inclusión de todas aquellas facultades generales y especiales que requieran poder o cláusula especial en los términos del artículo 2587 del Código Civil Federal y sus artículos correlativos en los Códigos Civiles de los Estados de la República Mexicana y para la Ciudad de México.

De manera enunciativa más no limitativa, las facultades conferidas en este acto para ser ejercidas por el Nuevo Acreedor Prendario incluyen las siguientes:

I. Para intentar y desistirse de toda clase de procedimientos, inclusive amparo;
II. Para transigir;
III. Para comprometer en árbitros;
IV. Para absolver y articular posiciones;
V. Para recusar;
VI. Para hacer cesión de bienes;
VII. Para recibir pagos;
VIII. Para presentar denuncias y querellas en materia penal y desistirse de ellas cuando lo permita la ley, y
IX. Para los demás actos que expresamente determine la ley.

El poder otorgado tiene el carácter de irrevocable en los términos previstos por el artículo 2596 del Código Civil Federal y sus artículos correlativos de los Códigos Civiles de los Estados de la

República Mexicana y para la Ciudad de México, dado que su otorgamiento está pactado como condición en Contrato de Prenda sin Transmisión de Posesión.

Todos los términos con inicial mayúscula no definidos en el presente tendrán los significados que se les atribuye en el Contrato de Prenda sin Transmisión de Posesión.

El Nuevo Acreedor Prendario, por conducto de sus apoderados o representantes legales, podrá delegar el presente poder a sus funcionarios o asesores en los mismos términos que los establecidos en el presente poder, quienes no tendrán a su vez facultades de delegar el presente poder.

EN TESTIMONIO DE LO ANTERIOR, el presente poder especial se otorga este [•] de [•] de [•].

EXHIBIT L

FORM OF MEXICAN SECURITY TRUST AMENDMENT

[See attached.]

Execution Version 08.17.2026

TERCER CONVENIO MODIFICATORIO Y DE REEXPRESIÓN AL CONTRATO DE FIDEICOMISO IRREVOCABLE DE GARANTÍA Y ADMINISTRACIÓN NÚMERO DB/1611 (ANTES F/1611):

de fecha 18 de agosto de 2026

celebrado entre

BRASKEM IDESA, S.A.P.I.,
BRASKEM NETHERLANDS B.V.,
ETILENO XXI, S.A. DE C.V.,
BRASKEM MÉXICO PROYECTOS, S.A. DE C.V., SOCIEDAD FINANCIERA DE OBJETO MÚLTIPLE, E.N.R.,
GRUPO IDESA, S.A. DE C.V.,

como Fideicomitentes y Fideicomisarios en Tercer Lugar;

DEUTSCHE BANK TRUST COMPANY AMERICAS, COMO AGENTE DE GARANTÍAS, EN REPRESENTACIÓN Y PARA BENEFICIO DE LAS PARTES GARANTIZADAS 2021

como Fideicomisario en Segundo Lugar; y

TMF MEXICO BUSINESS PROCESS, S. DE R.L. DE C.V., ACTUANDO COMO AGENTE DE GARANTÍAS, EN REPRESENTACIÓN Y PARA BENEFICIO DE LAS PARTES GARANTIZADAS DIP

como Nuevo Fideicomisario en Primer Lugar, y

BANCO MULTIVA, S.A., INSTITUCIÓN DE BANCA MÚLTIPLE, GRUPO FINANCIERO MULTIVA, DIVISIÓN FIDUCIARIA,

como Fiduciario

TERCER CONVENIO MODIFICATORIO Y DE REEXPRESIÓN DE FECHA 18 DE AGOSTO DE 2026 (EL "CONVENIO") AL CONTRATO DE FIDEICOMISO IRREVOCABLE DE GARANTÍA Y ADMINISTRACIÓN NÚMERO DB/1611 (ANTES F/1611), DE FECHA 6 DE MARZO DE 2013 (SEGÚN EL MISMO FUE MODIFICADO Y REEXPRESADO MEDIANTE EL PRIMER CONVENIO MODIFICATORIO DE FECHA 20 DE OCTUBRE DE 2021, Y SEGÚN SEA MODIFICADO Y REEXPRESADO CONFORME AL PRESENTE, EL "CONTRATO DE FIDEICOMISO" O EL "FIDEICOMISO"), QUE CELEBRAN:

(i) BRASKEM IDESA, S.A.P.I. (EL "DEUDOR");

(ii) BRASKEM NETHERLANDS B.V. ("BRASKEM NETHERLANDS");

(iii) ETILENO XXI, S.A. DE C.V. ("ETILENO");

(iv) BRASKEM MÉXICO PROYECTOS, S.A. DE C.V., SOCIEDAD FINANCIERA DE OBJETO MÚLTIPLE, E.N.R. ("SOFOM");

(v) GRUPO IDESA, S.A. DE C.V. ("IDESA" Y CONJUNTAMENTE CON EL DEUDOR, BRASKEM NETHERLANDS, ETILENO Y SOFOM, LOS "FIDEICOMITENTES"), COMO FIDEICOMITENTES Y FIDEICOMISARIOS EN TERCER LUGAR;

(vi) DEUTSCHE BANK TRUST COMPANY AMERICAS, ACTUANDO ÚNICAMENTE EN SU CARÁCTER DE AGENTE DE GARANTÍAS, EN REPRESENTACIÓN Y PARA EL BENEFICIO DE LAS PARTES GARANTIZADAS 2021 (SEGÚN DICHO TÉRMINO SE DEFINE MÁS ADELANTE), COMO FIDEICOMISARIO EN PRIMER LUGAR SALIENTE Y NUEVO FIDEICOMISARIO EN SEGUNDO LUGAR (EL "FIDEICOMISARIO EN SEGUNDO LUGAR");

(vii) TMF MEXICO BUSINESS PROCESS, S. DE R.L. DE C.V., ACTUANDO ÚNICAMENTE EN SU CARÁCTER DE AGENTE DE GARANTÍAS, EN REPRESENTACIÓN Y PARA BENEFICIO DE LAS PARTES GARANTIZADAS DIP (SEGÚN DICHO TÉRMINO SE DEFINE MÁS ADELANTE), COMO FIDEICOMISARIO ADHERENTE Y NUEVO FIDEICOMISARIO EN PRIMER LUGAR (EL "FIDEICOMISARIO EN PRIMER LUGAR"); Y

(viii) BANCO MULTIVA, S.A., INSTITUCIÓN DE BANCA MÚLTIPLE, GRUPO FINANCIERO MULTIVA, DIVISIÓN FIDUCIARIA, COMO FIDUCIARIO (EL "FIDUCIARIO").

DE CONFORMIDAD CON LOS SIGUIENTES ANTECEDENTES Y CLÁUSULAS:

ANTECEDENTES

PRIMERO. Con fecha 19 de diciembre de 2012, con el fin de financiar, entre otros, ciertos costos para la construcción del Complejo Petroquímico, el Deudor celebró un Contrato de Términos Comunes (denominado en inglés "*Common Terms Agreement*", según el mismo haya sido o sea modificado, de tiempo en tiempo, el "Contrato de Términos Comunes") con diversas instituciones fungiendo como acreedores y/o agentes, y Deutsche Bank Trust Company Americas, como agente interbancario de los acreedores preferentes ahí descritos (en dicho carácter, el "Agente Interacreedores").

SEGUNDO. Con fecha 19 de diciembre de 2012, el Deudor celebró un Contrato Maestro de Garantías y Cuentas (denominado en inglés como "*Master Security and Accounts Agreement*"), con el Agente de Garantías, en representación y para el beneficio de las partes garantizadas ("*Secured Parties*", según dicho término se define en el Contrato de Términos Comunes, y para efectos del presente Convenio, las "Partes Garantizadas Originales").

TERCERO. Con fecha 19 de diciembre de 2012, el Agente Interacreedores y ciertas Partes Garantizadas Originales celebraron un convenio entre acreedores (denominado en inglés como "*Intercreditor Agreement*", según el mismo fue modificado y reexpresado el 19 de abril de 2013, el "Convenio entre Acreedores Original"), por virtud del cual las partes del mismo acordaron ciertas disposiciones entre acreedores, incluyendo reglas en torno a (i) el voto y toma de decisiones por parte de las Partes Garantizadas Originales, (ii) acciones conjuntas y limitación a ejercicio de derechos en contra del Deudor, y (iii) la aplicación de recursos derivados de cualquier ejecución o ejercicio de derechos.

CUARTO. Con fecha 6 de marzo de 2013, los Fideicomitentes, en tal carácter, el Agente de Garantías, como fideicomisario en primer lugar, y CIBanco, S.A., Institución de Banca Múltiple, como causahabiente final a título particular de Deutsche Bank México, S.A., Institución de Banca Múltiple, División Fiduciaria (el "Fiduciario"), celebraron el Contrato de Fideicomiso Irrevocable de Garantía y Administración, identificado con el número F/1611 (ahora DB/1611) (el "Contrato de Fideicomiso de Garantía Original").

QUINTO. Con fecha 2 de diciembre del 2019, el Deudor llevó a cabo una oferta y emisión privada de valores de deuda garantizados denominados "*Senior Secured Notes*" (las "Notas 2029") en los Estados Unidos de América y en otros países conforme a la Regla 144A (Rule 144A) y la Regulación S (*Regulation S*) de la Ley del Mercado de Valores de 1933 de los Estados Unidos de América (*US. Securities Act of 1933*), así como a la legislación o normatividad aplicable en los demás mercados en que se realizó dicha oferta y emisión por un monto de EUA$900,000,000.00 (novecientos millones de dólares 00/100 moneda en curso legal en los Estados Unidos de América "Dólares") a una tasa de interés anual de 7.450%, y con una fecha de vencimiento del 15 de noviembre de 2029, para lo cual celebró una acta de emisión ("Indenture", según haya sido o sea modificada, adicionada o re-expresada de tiempo en tiempo, el "Acta de Emisión 2029" y junto con las Notas 2029, los "Documentos de la Emisión 2029") con Deutsche Bank Trust Company Americas, en su calidad de fiduciario de la emisión ("Indenture Trustee", el "Representante de los Tenedores 2029"). En esa misma fecha, el Representante de los Tenedores 2029 se adhirió al Convenio entre Acreedores Original.

SEXTO. Con fecha 2 de diciembre de 2019, derivado de lo descrito en el antecedente anterior, el Deudor reconoció a través de una declaración unilateral de la voluntad, que las obligaciones a cargo del Deudor derivadas de los Documentos de la Emisión 2029 serían consideradas como Obligaciones (*Obligations*) al amparo del Contrato de Términos Comunes y, consecuentemente, serían obligaciones garantizadas al amparo del Contrato de Fideicomiso de Garantía Original y ciertos documentos de garantía mexicanos adicionales suscritos por los Fideicomitentes, hasta el cumplimiento total de las obligaciones derivadas de los Documentos de la Emisión 2029.

SÉPTIMO. Con fecha 11 de octubre de 2021, el Deudor, como acreditado ("*Borrower*"), Braskem Idesa Servicios, S.A. de C.V., como garante inicial ("*Initial Guarantor*"), Deutsche Bank Trust Company Americas, como agente administrativo ("*Administrative Agent*"), Morgan Stanley Senior Funding, Credit Agricole Corporate and Investment Bank, Deutsche Bank Securities Inc. e Itaú BBA, como estructuradores líderes conjuntos (*Joint Lead Arrangers and Joint Bookrunners*), y

ciertas instituciones y entidades ahí nombradas como acreditantes ("*Lenders*", los "Acreedores del Crédito 2021"), celebraron un Contrato de Crédito ("*Credit Agreement*", según el mismo sea modificado, adicionado y/o reexpresado, de tiempo en tiempo, el "Contrato de Crédito 2021"), por virtud del cual los Acreedores del Crédito acordaron poner a disposición del Deudor un crédito por la cantidad principal de hasta EUA$600,000,000.00 (seiscientos millones de Dólares 00/100).

OCTAVO. Con fecha 20 de octubre de 2021, el Deudor llevó a cabo una oferta y emisión privada de valores de deuda denominados "*Senior Secured Notes*" (las "Notas 2032") en los Estados Unidos de América y en otros países conforme a la Regla 144A (*Rule 144A*) y la Regulación S (*Regulation S*) de la Ley del Mercado de Valores de 1933 de los Estados Unidos de América (*U.S. Securities Act 1933*) así como a la legislación o normatividad aplicable en los demás mercados en que se realizó dicha oferta, por un monto de EUA$1,200,000,000.00 (un mil doscientos millones de Dólares 00/100) a una tasa de interés anual de 6.990%, y con una fecha de vencimiento del 20 de febrero de 2032, para lo cual ha celebrado una acta de emisión ("*Indenture*", el "Acta de Emisión 2032" y junto con las Notas 2032, los "Documentos de la Emisión 2032") con The Bank of New York Mellon, en su calidad de fiduciario de la emisión ("*Indenture Trustee*", el "Representante de los Tenedores 2032").

NOVENO. Los recursos obtenidos por el Deudor al amparo del Contrato de Crédito 2021 y los Documentos de la Emisión 2032 fueron utilizados por el Deudor para, entre otros, pagar de forma completa las obligaciones y financiamientos a favor de las Partes Garantizadas Originales al amparo del Contrato de Términos Comunes y otros documentos de financiamiento conforme a dicho Contrato de Términos Comunes, salvo por aquellas obligaciones derivadas de los Documentos de la Emisión 2029 (dichas Partes Garantizadas Originales que fueron pagadas, las "Partes Garantizadas Prepagadas 2021"). Con fecha 20 de octubre de 2021, se llevó a cabo el pago total de dichas deudas y financiamientos, según consta en la carta de pago ("*Payoff Letter*") de fecha 15 de octubre de 2021, y las confirmaciones recibidas al amparo de la misma, y las Partes Garantizadas Prepagadas 2021 (y/o sus agentes, según sea el caso) dejaron de ser parte del Convenio entre Acreedores Original y el Contrato de Términos Comunes, según sea el caso.

DÉCIMO. Con fecha 20 de octubre de 2021, el Agente de Garantías, por instrucciones del Agente Interacreedores, celebró con el Deudor y el Agente Interacreedores el convenio general de terminación (denominado en inglés "*Omnibus Termination Agreement*" o el "Convenio General de Terminación").

DÉCIMO PRIMERO. Al amparo de lo descrito en el Antecedente anterior, el 20 de octubre de 2021, fue celebrado un segundo convenio modificatorio y de reexpresión al Convenio entre Acreedores Original ("*Second Amended and Restated Intercreditor Agreement*", el "Segundo Convenio Modificatorio al Convenio entre Acreedores", y el Convenio entre Acreedores Original, según fue modificado conforme al primer convenio modificatorio al Convenio entre Acreedores y el Segundo Convenio Modificatorio al Convenio entre Acreedores, el "Convenio entre Acreedores 2021") entre el Deudor, el Representante de los Tenedores 2029, el Representante de los Tenedores 2032, Deutsche Bank Trust Company Americas, como agente administrativo de los Acreedores del Crédito 2021, el Agente Interacreedores y el Agente de Garantías, como agente de garantías, por virtud del cual se realizaron ciertos acuerdos entre acreedores respecto a (i) el alcance y orden de prelación de sus respectivos derechos respecto a los gravámenes previamente constituidos (incluyendo el Contrato de Fideicomiso), (ii) acordaron la distribución entre sí, conforme al alcance y orden de prelación de los recursos que deriven de un procedimiento de ejecución o de cualquier otra disposición del mismo, y (iii) acordaron que el Agente de Garantías fungiera como agente de garantías por cuenta y para beneficio de las Partes Garantizadas ("*Secured Parties*", según dicho término se define en el Convenio entre Acreedores 2021, las "Partes Garantizadas 2021").

De conformidad con la Cláusula 2.03 del Convenio entre Acreedores, el Deudor no podrá constituir, o permitir que se constituya, Gravamen ("*Lien*") alguno sobre cualquier activo o propiedad para garantizar cualquier Obligación Garantizada ("*Secured Obligations*"), salvo que de manera concurrente, se constituya un Gravamen ("*Lien*") sobre dicho activo o propiedad para garantizar todas las Obligaciones Garantizadas ("*Secured Obligations*") de manera *pari passu*.

DÉCIMO SEGUNDO. Al amparo de lo descrito en el Antecedente Noveno anterior, el 20 de octubre de 2021, fue celebrado el primer convenio modificatorio, de reexpresión y reversión y liberación parcial al Contrato de Fideicomiso Original entre los Fideicomitentes, el Agente de Garantías en representación de las Partes Garantizadas Originales, y el Fiduciario, entre otros, a efectos de (i) sustituir al Agente de Garantías en representación de las Partes Garantizadas Originales como fideicomisario en primer lugar original por el Agente de Garantías en representación y beneficio de las Partes Garantizadas 2021, como nuevo fideicomisario en primer lugar, (ii) considerar como Obligaciones Garantizadas 2021 aquellas obligaciones derivadas del Contrato de Crédito 2021, los Documentos de la Emisión 2029, los Documentos de la Emisión 2032, así como cualesquiera otras obligaciones que, de tiempo en tiempo, conforme a los términos del Convenio entre Acreedores 2021, deban de ser consideradas como Obligaciones Garantizadas 2021, (iii) modificar y reexpresar el Contrato de Fideicomiso de Garantía Original en su totalidad y (iv) llevar a cabo una liberación y reversión parcial del Fideicomiso (el Contrato de Fideicomiso de Garantía Original modificado conforme a dicho primer convenio modificatorio, el "Contrato de Fideicomiso de Garantía 2021").

DÉCIMO TERCERO. Con fecha 23 de abril de 2025, el Deudor, como acreditado ("*Borrower*"), Braskem Idesa Servicios, S.A. de C.V., como garante inicial ("*Initial Guarantor*"), Banco Inbursa, S.A., Institución de Banca Múltiple, Grupo Financiero Inbursa, como agente administrativo ("*Administrative Agent*") (el "Agente Administrativo del Crédito 2025"), y Banco Inbursa, S.A., Institución de Banca Múltiple, Grupo Financiero Inbursa y otras instituciones y entidades ahí nombradas como acreditantes ("*Lenders*", los "Acreedores del Crédito 2025"), celebraron un Contrato de Crédito ("*Credit Agreement*", según el mismo sea modificado, adicionado y/o reexpresado, de tiempo en tiempo, el "Contrato de Crédito 2025"), por virtud del cual los Acreedores del Crédito 2025 acordaron poner a disposición del Deudor un crédito por la cantidad principal de hasta EUA$95,000,000.00 (noventa y cinco millones de Dólares 00/100), posteriormente, con fecha 22 de octubre de 2025, el Contrato de Crédito 2025 fue modificado a efecto de ampliar el monto principal disponible.

De conformidad con la Sección 9.13(d) del Contrato de Crédito 2025, el Deudor se obligó, entre otros, a mantener y preservar los Gravámenes creados en términos del Contrato de Fideicomiso, incluyendo sobre los Bienes del Fideicomiso Objeto de Reversión, hasta la fecha en que ocurra la Fecha de Terminación (*Termination Date*) (según dicho término se define en el Contrato de Crédito 2025).

DÉCIMO CUARTO. Los recursos obtenidos por el Deudor al amparo del Contrato de Crédito 2025 fueron utilizados por el Deudor para, entre otros, pagar de forma completa las obligaciones y financiamientos a favor de los Acreedores del Crédito 2021. Con fecha 29 de abril de 2025, se llevó a cabo el pago total de dichas deudas y financiamientos, según consta en la carta de pago ("*Payoff Letter*") de fecha 24 de abril de 2025, y las confirmaciones recibidas al amparo de la misma.

DÉCIMO QUINTO. Con fecha 29 de abril de 2025, el Agente Administrativo del Crédito 2025, en tal carácter, se adhirió al Convenio entre Acreedores, como parte garantizada bajo el mismo, mediante la suscripción del Convenio de Accesión ("*Accession Agreement*") de fecha 29 de abril

de 2025, entre el Agente Administrativo del Crédito 2025, el Deudor, el Agente Interacreedores y el Agente de Garantías en representación y beneficio de las Partes Garantizadas 2021, asimismo se reconoció que las obligaciones derivadas del Contrato de Crédito 2025 constituían Obligaciones Garantizadas y que el acreedor bajo dicho contrato constituía una Parte Garantizada 2021, para efectos del Convenio entre Acreedores 2021, como fideicomisario en primer lugar, y en el cual las partes al mismo instruyeron al fideicomisario en primer lugar celebrar, e instruir al Fiduciario celebrar, el cierto convenio modificatorio al Contrato de Fideicomiso de Garantía 2021.

DÉCIMO SEXTO. Con fecha 13 de mayo de 2025, en atención a lo establecido en el Antecedente inmediato anterior las Partes celebraron cierto convenio modificatorio al Contrato de Fideicomiso de Garantía 2021 a efecto de ratificar que las obligaciones del Deudor derivadas del Contrato de Crédito 2025, constituyen Obligaciones Garantizadas bajo el Contrato de Fideicomiso de Garantía 2021.

DÉCIMO SÉPTIMO. Con fecha 25 de marzo de 2026 Braskem Netherlands como acreditante, el Deudor como acreditada y las demás partes (como garante inicial) que participen en el mismo, celebraron un contrato de crédito, por un monto de hasta EUA$51,000,000.00 (cincuenta y un millones de dólares 00/100 moneda de curso legal en los Estados Unidos de América) (según el mismo fue modificado mediante primer convenio modificatorio de 27 de mayo de 2026 y segundo convenio modificatorio de 15 de agosto de 2026 y según el mismo sea modificado, reexpresado y/o adicionado de tiempo en tiempo, el "Contrato de Crédito WCF").

DÉCIMO OCTAVO. Con fecha 14 de abril de 2026, Braskem Netherlands como acreedor prendario y el Deudor como deudor prendario, en términos del Contrato de Crédito WCF, celebraron un contrato de prenda sin transmisión de posesión con el objeto de otorgar una prenda sin transmisión de posesión en primer lugar y grado de prelación, respecto de los bienes pignorados del WCF a favor del acreedor prendario, con el fin de garantizar el pago y cumplimiento puntual y total de la totalidad de las Obligaciones Garantizadas (según se define en el Contrato de Prenda) (según el mismo fue modificado mediante primer convenio modificatorio y de ampliación de obligaciones garantizadas de fecha 5 de junio de 2026, y segundo convenio modificatorio y de ampliación de obligaciones garantizadas de 15 de agosto de 2026 y según el mismo sea modificado, reexpresado y/o adicionado de tiempo en tiempo, el "Contrato de Prenda del WCF").

DÉCIMO NOVENO. Con fecha 17 de agosto de 2026, el Deudor, Braskem S.A., y Braskem Netherlands, Etileno, como accionistas (*Consenting Shareholders*), Inbursa como acreditante (*Senior Secured Term Lender*), y los tenedores beneficiarios de, o asesores de inversión, sub-asesores o administradores de cuentas discrecionales o fondos que sean tenedores beneficiarios de, créditos derivados de las Notas 2029 y Notas 2032 que sean parte del mismo de tiempo en tiempo (*Consenting Senior Secured Noteholders*), celebraron un Convenio de Apoyo a la Reestructura (*Restructuring Support Agreement* según el mismo sea modificado, adicionado, complementado o de cualquier otra forma reformado, de tiempo en tiempo, el "RSA"), por virtud del cual la Compañía y las partes del RSA acordaron los términos y condiciones materiales de una reestructura integral de la estructura de capital del Deudor.]

VIGÉSIMO. Con fecha 17 de agosto de 2026, el Deudor inició un procedimiento voluntario conforme al Capítulo 11 del Código de Quiebras de los Estados Unidos de América (*Chapter 11 of the Bankruptcy Code of the United States*) ante el Tribunal de Quiebras de los Estados Unidos de América para el Distrito Sur del Estado de Texas, División Houston (*United States Bankruptcy Court for the Southern District of Texas, Houston Division*).

VIGESIMO PRIMERO. Con fecha 18 de agosto de 2026, el Tribunal de Quiebras de los Estados Unidos de América para el Distrito Sur del Estado de Texas, División Houston (*United States Bankruptcy Court for the Southern District of Texas, Houston Division*) emitió la orden número [•] (la "Orden DIP") autorizando al Deudor a obtener un crédito contra la masa (*debtor in possession financing*) a través de cierto financiamiento con superprioridad, garantía preferente y derecho de prelación, de múltiples tramos y desembolso diferido (*superpriority, senior secured and priming multi-tranche, delayed-draw debtor-in-possession facility*) (el "Financiamiento DIP"), así como la celebración de todos los documentos relacionados con dicho Financiamiento DIP, incluyendo, sin limitación, según corresponda, contratos de garantía, contratos de fideicomiso (incluyendo el presente Convenio), contratos de prenda, contratos de control, hipotecas, escrituras, cargas, garantías, pagarés, pagarés intercompañía, certificados, instrumentos, contratos de garantía sobre propiedad intelectual, notas, avisos de sindicación y formularios de suscripción, cartas de comisiones o primas y cualquier otro documento que pueda ser razonablemente solicitado en relación con el Financiamiento DIP.

VIGESIMO SEGUNDO. Con fecha 17 de agosto de 2026, el Deudor, con ese mismo carácter, los garantes (*Guarantors)* que de tiempo en tiempo formen parte del mismo, el Deudor como acreditado ("*Borrower*"), el Fideicomisario en Primer Lugar y las demás personas que figuren de tiempo en tiempo como acreditantes (los "Acreditantes DIP" según el término "*DIP Lenders*" se define en el Contrato de Crédito DIP), celebraron un Contrato de Crédito Superprioritario para Deudor en Posesión (*Superpriority Debtor-In-Possession Credit Agreement*, el "Contrato de Crédito DIP") por virtud del cual los Acreditantes DIP acordaron poner a disposición del Deudor una línea de crédito para deudor en posesión (*DIP Facility*) por un monto de principal agregado de hasta EUA$408,890,000.00 (cuatrocientos ocho millones ochocientos noventa mil Dólares 00/100, moneda de curso legal en los Estados Unidos de América), denominada en Dólares, compuesta por: (i) EUA$279,000,000.00 (doscientos setenta y nueve millones de Dólares 00/100, moneda de curso legal en los Estados Unidos de América) en Créditos New Money; y (ii) aproximadamente EUA$129,890,000.00 (ciento veintinueve millones ochocientos noventa mil Dólares 00/100, moneda de curso legal de los Estados Unidos de América) en Créditos Roll-Up.

VIGÉSIMO TERCERO. Las Partes celebran el presente Convenio en cumplimiento de la Orden DIP y el Contrato de Crédito DIP, a efecto de (i) sustituir al Agente de Garantías en representación y beneficio de las Partes Garantizadas 2021 como fideicomisario en primer lugar saliente y nuevo Fideicomisario en Segundo Lugar, (ii) adherir al Fideicomisario en Primer Lugar como fideicomisario en primer lugar; (iii) considerar como Obligaciones Garantizadas en primer lugar y grado de prelación aquellas obligaciones derivadas de los Documentos del Crédito DIP, y (iv) modificar y reexpresar el Contrato de Fideicomiso en su totalidad, a efectos de quedar redactado en los términos del **Anexo "I"**.

DECLARACIONES

I. Cada uno de los Fideicomitentes declara, por medio de sus representantes legales, que:

(a) Es (i) en el caso del Deudor, una sociedad anónima promotora de inversión, (ii) en el caso de Etileno, SOFOM e Idesa, una sociedad anónima de capital variable, y (iii) en el caso de Braskem Netherlands, una *besloten vennootschap*, en cada caso, válidamente constituida y existente de conformidad con las leyes de la jurisdicción de su constitución, y cuenta con capacidad suficiente para celebrar el presente Convenio.

(b) Ha adoptado todas las autorizaciones corporativas necesarias para celebrar el presente Convenio y cumplir con sus obligaciones en términos del mismo.

(c) El Contrato de Fideicomiso constituye una obligación legal, válida y vinculante de los Fideicomitentes, exigible en su contra de conformidad con sus términos, salvo que dicha exigibilidad pudiera verse limitada por las leyes de concurso mercantil, quiebra, insolvencia y leyes similares que afecten de manera general los derechos de acreedores.

(d) Sus representantes legales cuentan con facultades suficientes para la celebración del presente Convenio, mismas que no les han sido limitadas, modificadas o revocadas en forma alguna.

(e) El Contrato de Fideicomiso, una vez dando efectos al presente Convenio, constituye, en favor del Fideicomisario en Primer Lugar, un Gravamen legal, válido y exigible sobre los Bienes del Fideicomiso transmitidos por los Fideicomitentes al Fiduciario, conforme a los términos del Contrato de Fideicomiso, y no se requiere de ningún otro registro, inscripción o acción alguna necesaria para ser oponible frente a terceros, excepto por el registro de este Convenio en el RUG.

(f) Los Bienes del Fideicomiso transmitidos por los Fideicomitentes al Fiduciario en términos del Contrato de Fideicomiso, proceden y procederán de fuentes lícitas.

(g) La celebración y el cumplimiento del presente Convenio no resulta en un incumplimiento, contravención o violación al amparo de (i) los documentos corporativos u organizacionales del Fideicomitente respectivo, (ii) cualquier acta de emisión, contrato, arrendamiento, hipoteca, fideicomiso, crédito o cualesquiera otros contratos, obligaciones, condiciones, acuerdos o instrumentos de los cuales el Deudor sea parte o sus bienes se encuentren sujetos, o (iii) cualquier ley, reglamento, circular, orden o decreto, de cualquier corte, juzgado, órgano regulatorio, autoridad gubernamental, agencia gubernamental, órgano constitucionalmente autónomo o cualquier otra autoridad que tenga jurisdicción sobre el Fideicomitente respectivo y sus propiedades, salvo en los casos del inciso (ii) anterior, cualquiera de los cuales pudiera razonablemente esperarse que tenga un Efecto Material Adverso.

(h) Es su deseo celebrar este Convenio a fin de modificar y reexpresar los términos del Contrato de Fideicomiso como más adelante se indica.

(i) Al celebrar el presente Convenio, reconoce expresamente la capacidad legal y facultades del Fideicomisario en Primer Lugar y del Fideicomisario en Segundo Lugar, actuando como Agente de Garantías, en representación y beneficio para las Partes Garantizadas 2021.

(j) El Fiduciario le ha explicado a cada uno de los Fideicomitentes, de forma inequívoca, clara y precisa el contenido y las implicaciones legales de las disposiciones contenidas en el inciso (b), fracción XIX del artículo 106 de la Ley de Instituciones de Crédito y las prohibiciones y medidas preventivas establecidas en la Circular 1/2005 emitida por el Banco de México, las cuales se encuentran transcritas en la Declaración IV, inciso (d), del presente Convenio.

(k) Reconoce y conviene que, por virtud de la celebración del presente Convenio, está obligado a entregar al Fiduciario, de forma anual, la actualización de información y documentación

que le solicite el Fiduciario al amparo de las políticas de identificación y conocimiento de clientes del fiduciario ("Know Your Customer").

(l) Reconoce y acuerda que el Fiduciario no conoce, ni debe conocer los términos y condiciones de los Documentos del Crédito DIP o del Contrato de Crédito DIP, y que el Fiduciario no es ni será responsable en forma alguna respecto de la veracidad, legitimidad, autenticidad o legalidad de los demás Documentos del Crédito DIP o del Contrato de Crédito DIP.

II. Declara el Fideicomisario en Segundo Lugar, por medio de sus representantes legales, que:

(a) Es una sociedad debidamente constituida y válidamente existente de conformidad con las leyes de los Estados Unidos de América.

(b) Sus representantes cuentan con las facultades necesarias para suscribir el presente Convenio, facultades que no les han sido revocadas, limitadas o modificadas en forma alguna a la fecha del presente.

(c) Comparece a la celebración de este Convenio no en su calidad individual, sino como Agente de Garantías en representación y para beneficio de las Partes Garantizadas 2021.

(d) El Fiduciario le ha explicado de forma inequívoca, clara y precisa el contenido y las implicaciones legales de las disposiciones contenidas en el inciso (b), fracción XIX del artículo 106 de la Ley de Instituciones de Crédito y las prohibiciones y medidas preventivas establecidas en la Circular 1/2005 emitida por el Banco de México.

III. Declara el Fiduciario, por medio de sus delegados fiduciarios, que:

(a) Es una sociedad anónima debidamente constituida y válidamente existente de conformidad con las leyes de México.

(b) Está debidamente autorizada para realizar actividades en México como una institución de banca múltiple, y cuenta con los poderes y facultades necesarios para cumplir con todas sus obligaciones y ejercer todos sus derechos derivados de este Convenio.

(c) Ha adoptado todos los actos corporativos necesarios para autorizar la celebración y cumplimiento de este Convenio.

(d) Sus delegados fiduciarios cuentan con los poderes y facultades necesarias y han obtenido todas las autorizaciones corporativas necesarias para celebrar este Convenio en nombre y representación del Fiduciario, y dichas facultades no le han sido revocadas ni limitadas de manera alguna.

(e) Este Convenio constituye una obligación legal, válida y vinculante del Fiduciario, exigible en su contra de conformidad con sus términos; salvo que dicha exigibilidad pudiera verse limitada por las leyes de concurso mercantil, quiebra, insolvencia y otras similares que afectan de manera general los derechos de acreedores.

IV. Declara el Fideicomisario en Primer Lugar, por medio de sus representantes legales, que:

(a) Es una sociedad de responsabilidad limitada debidamente constituida y existente conforme a las leyes de México.

(b) Sus representantes cuentan con facultades suficientes, que no le han sido revocadas ni limitadas, para celebrar este Convenio.

(c) Comparece a la celebración de este Convenio no en su calidad individual, sino como Agente de Garantías en representación y para beneficio de las Partes Garantizadas DIP, en términos de los Documentos del Crédito DIP.

(d) El Fiduciario le ha explicado de forma inequívoca, clara y precisa el contenido y las implicaciones legales de las disposiciones contenidas en el inciso (b), fracción XIX del artículo 106 de la Ley de Instituciones de Crédito y las prohibiciones y medidas preventivas establecidas en la Circular 1/2005 emitida por el Banco de México.

V. Cada uno de los Fideicomitentes, el Fideicomisario en Primer Lugar y el Fideicomisario en Segundo Lugar, declaran, por medio de sus representantes legales, que:

(a) Reconoce y conviene que, por virtud de la celebración del presente Convenio, está obligado a entregar al Fiduciario, de forma anual, la actualización de información y documentación que le solicite el Fiduciario al amparo de las políticas de identificación y conocimiento de clientes del fiduciario ("*Know Your Customer*"), en términos de las disposiciones transitorias de carácter general Cuarta, Décima Novena, Cuadragésima y Cuadragésima Primera a que se refiere el párrafo cuarto del artículo 115 de la Ley de Instituciones de Crédito.

(b) Reconoce y acuerda que el Fiduciario no conoce, ni debe conocer los términos y condiciones de los Documentos del Crédito DIP o del Contrato de Crédito DIP, y que el Fiduciario no es ni será responsable en forma alguna respecto de la veracidad, legitimidad, autenticidad o legalidad de los demás Documentos del Crédito DIP o del Contrato de Crédito DIP, y que el Fiduciario no está ni estará obligado en forma alguna conforme a los términos y condiciones de los Documentos del Crédito DIP o del Contrato de Crédito DIP, salvo por lo que se establece en el presente Convenio.

CLÁUSULAS

PRIMERA. TÉRMINOS DEFINIDOS. Salvo que en este Convenio se establezca lo contrario, los términos con mayúscula inicial que se utilizan en el presente tendrán el significado que se le atribuye a cada uno de ellos en el Contrato de Fideicomiso que se adjunta al presente como **Anexo "I"**.

De igual forma, aplican al presente Convenio las reglas de interpretación previstas en el Contrato de Fideicomiso adjunto al presente como **Anexo "I"**.

SEGUNDA. ADHESIÓN DEL FIDEICOMISARIO EN PRIMER LUGAR AL CONTRATO DE FIDEICOMISO.

En este acto, el Fideicomisario en Primer Lugar, manifiesta su voluntad expresa e irrevocable de adherirse al Contrato de Fideicomiso, asumiendo desde este momento la calidad de

Fideicomisario en Primer Lugar con todos los derechos y obligaciones que dicha calidad conlleva conforme a los términos del Fideicomiso y a la legislación aplicable.

El Fideicomisario en Primer Lugar declara que conoce, ha leído y acepta en su totalidad el contenido del Fideicomiso, sus anexos y demás convenios modificatorios que lo integran, obligándose a cumplir con las disposiciones contenidas en los mismos en los términos pactados para su figura.

La presente adhesión surtirá plenos efectos jurídicos a partir de la fecha de suscripción (la "Fecha de Suscripción") del presente Convenio, y el Fiduciario reconoce en este acto al Fideicomisario en Primer Lugar como parte del Fideicomiso con todos los efectos legales que correspondan.

TERCERA. OBLIGACIONES GARANTIZADAS; SUSTITUCIÓN DE FIDEICOMISARIO EN PRIMER LUGAR.

(a) De conformidad con lo descrito en los Antecedentes del presente Convenio, en este acto el Fideicomisario en Segundo Lugar reconoce y acepta que, en su carácter de Agente de Garantías en beneficio y representación de las Partes Garantizadas 2021, ha dejado de ser el legítimo Fideicomisario en Primer Lugar al amparo del Contrato de Fideicomiso de Garantía Original y pasará a tener el carácter de Fideicomisario en Segundo Lugar. Lo anterior no constituye una liberación o extinción de los gravámenes de las Partes Garantizadas 2021, las cuales se subordinan al nivel de una garantía de segundo rango de prioridad conforme a la Orden DIP. En virtud de lo anterior, las Partes reconocen que, a partir de la Fecha de Suscripción del presente Convenio, el Fideicomisario en Primer Lugar, será el único y legítimo Fideicomisario en Primer Lugar al amparo del Contrato de Fideicomiso, por lo que irrevocable e incondicionalmente será el único titular de todos y cada uno de sus derechos y obligaciones inherentes a su carácter de Fideicomisario en Primer Lugar conforme al Contrato de Fideicomiso.

Como consecuencia de lo anterior, el Fideicomisario en Primer Lugar, en este acto acepta de forma expresa, incondicional e irrevocable su designación como único y legítimo Fideicomisario en Primer Lugar y el Fideicomisario en Segundo Lugar, en su carácter de Agente de Garantías en representación y beneficio de las Partes Garantizadas 2021, acepta de forma expresa, incondicional e irrevocable su designación como Fideicomisario en Segundo Lugar.

(b) Cada uno de los Fideicomitentes reconoce expresa e irrevocablemente la designación del Fideicomisario en Primer Lugar como nuevo, único y legítimo Fideicomisario en Primer Lugar, así como la redesignación del Fideicomisario en Segundo Lugar como Fideicomisario en Segundo Lugar.

(c) Al amparo de lo anterior, los Fideicomitentes reconocen y aceptan que todas aquellas obligaciones derivadas del Contrato de Crédito DIP y cualesquiera otros financiamientos y pasivos que, de tiempo en tiempo, deban de ser garantizados al amparo del Contrato de Fideicomiso, constituirán Obligaciones Garantizadas.

CUARTA. MODIFICACIÓN Y REEXPRESIÓN. Las Partes convienen en modificar de manera integral, con efectos a partir de la presente fecha, el Contrato de Fideicomiso para quedar redactado en su integridad en los términos provistos en el **Anexo "I"** del presente Convenio.

QUINTA. NO NOVACIÓN. Las Partes en este acto convienen de manera expresa que este Convenio no constituye novación a las Obligaciones Garantizadas ni a las obligaciones al amparo del Contrato de Fideicomiso, según el mismo fue modificado y reexpresado.

SEXTA. RATIFICACIÓN DEL CONTRATO DE FIDEICOMISO. Las Partes convienen en (i) ratificar ante fedatario público sus firmas en este Convenio, y (ii) obtener la inscripción de este Convenio en el RUG dentro de los 10 (diez) Días Hábiles siguientes a la fecha de su celebración, y entregar al Fideicomisario en Primer Lugar copia de la boleta de inscripción respectiva documentando dicha inscripción, a más tardar al Día Hábil posterior a que se haya realizado dicha inscripción.

SÉPTIMA. GASTOS, COSTOS E IMPUESTOS. En este acto el Deudor conviene en pagar todos y cada uno de los honorarios (incluyendo los honorarios del notario público), costos, gastos e impuestos adeudados en relación con la negociación, celebración, ejecución y registro del presente Convenio.

OCTAVA. NOTIFICACIONES. Cualquier notificación con respecto al presente Convenio deberá realizarse conforme a lo dispuesto en la Cláusula Dieciocho del Contrato de Fideicomiso, en términos del **Anexo "I"**.

NOVENA. ENCABEZADOS. Todos los títulos o encabezados de las Cláusulas de este Convenio o de su Anexo se utilizan únicamente para fines de referencia, por lo que no afectarán el contenido de las Cláusulas, en el entendido de que su contenido se regirá por los acuerdos entre las Partes establecidos en este Convenio y/o en sus Anexos, según sea el caso.

DÉCIMA. LEY APLICABLE. El presente Convenio será regido por e interpretado de conformidad con las leyes federales de México.

DÉCIMA PRIMERA. JURISDICCIÓN. Para la interpretación, cumplimiento y ejecución de este Convenio, las Partes se sujetan expresa e irrevocablemente a la jurisdicción de los tribunales de la Ciudad de México, renunciando expresamente a cualquier otra jurisdicción que les puedan corresponder en razón de sus domicilios presentes o futuros o por cualquier otra razón.

DÉCIMA SEGUNDA. MODIFICACIONES. Cualquier modificación a este Convenio debe constar por escrito y debe celebrarse y suscribirse por escrito por todas las partes del mismo.

EN VIRTUD DE LO CUAL, las Partes de este Convenio, lo suscriben en la fecha indicada en el proemio del mismo.

[*El resto de esta página se dejó en blanco de forma intencional*]

[*Siguen páginas de firma*]

LOS FIDEICOMITENTES Y FIDEICOMISARIOS EN TERCER LUGAR

Braskem Idesa, S.A.P.I.

_____
Nombre: Alonso Gómez del Campo Estrada
Cargo: Apoderado

_____
Nombre: Gustavo Gindler Sergi
Cargo: Apoderado

[*Hoja de firmas al Tercer Convenio Modificatorio y de Reexpresión al Contrato de Fideicomiso Irrevocable de Garantía y Administración Número DB/1611 (antes F/1611)*]

LOS FIDEICOMITENTES Y FIDEICOMISARIOS EN TERCER LUGAR

Etileno XXI, S.A. de C.V.

_____
Nombre: Héctor Javier Monroy Domínguez
Cargo: Apoderado

_____
Nombre: Mauricio Hajj Slim
Cargo: Apoderado

[*Hoja de firmas al Tercer Convenio Modificatorio y de Reexpresión al Contrato de Fideicomiso Irrevocable de Garantía y Administración Número DB/1611 (antes F/1611)*]

LOS FIDEICOMITENTES Y FIDEICOMISARIOS EN TERCER LUGAR

Braskem México Proyectos, S.A. de C.V., Sociedad Financiera de Objeto Múltiple, E.N.R.

_____
Nombre: Alonso Gómez del Campo Estrada
Cargo: Apoderado

_____
Nombre: Gustavo Gindler Sergi
Cargo: Apoderado

[*Hoja de firmas al Tercer Convenio Modificatorio y de Reexpresión al Contrato de Fideicomiso Irrevocable de Garantía y Administración Número DB/1611 (antes F/1611)*]

LOS FIDEICOMITENTES Y FIDEICOMISARIOS EN TERCER LUGAR

Braskem Netherlands B.V.

_____
Nombre: Arturo de la Parra Rodea
Cargo: Apoderado

_____
Nombre: Santiago Sinde Loya
Cargo: Apoderado

[*Hoja de firmas al Tercer Convenio Modificatorio y de Reexpresión al Contrato de Fideicomiso Irrevocable de Garantía y Administración Número DB/1611 (antes F/1611)*]

LOS FIDEICOMITENTES Y FIDEICOMISARIOS EN TERCER LUGAR

Grupo Idesa, S.A. de C.V.

_____
Nombre: Héctor Javier Monroy Domínguez
Cargo: Apoderado

_____
Nombre: Mauricio Hajj Slim
Cargo: Apoderado

[*Hoja de firmas al Tercer Convenio Modificatorio y de Reexpresión al Contrato de Fideicomiso Irrevocable de Garantía y Administración Número DB/1611 (antes F/1611)*]

EL FIDEICOMISARIO EN SEGUNDO LUGAR

Deutsche Bank Trust Company Americas, actuando como Agente de Garantías, en representación y para el beneficio de las Partes Garantizadas 2021

_____
Nombre: Susana Guízar Rodríguez
Cargo: Apoderada

_____
Nombre: José Roberto García Aguas
Cargo: Apoderada

[*Hoja de firmas al Tercer Convenio Modificatorio y de Reexpresión al Contrato de Fideicomiso Irrevocable de Garantía y Administración Número DB/1611 (antes F/1611)*]

EL FIDEICOMISARIO EN PRIMER LUGAR

TMF Mexico Business Process, S. de R.L. de C.V., actuando como Agente de Garantías, en representación y para beneficio de las Partes Garantizadas DIP

_____
Nombre: Adrian Paul Owen
Cargo: Apoderado

_____
Nombre: Paulina López Rubio
Cargo: Apoderada

[*Hoja de firmas al Tercer Convenio Modificatorio y de Reexpresión al Contrato de Fideicomiso Irrevocable de Garantía y Administración Número DB/1611 (antes F/1611)*]

EL FIDUCIARIO

Banco Multiva, S.A., Institución de Banca Múltiple, Grupo Financiero Multiva, División Fiduciaria

_____
Nombre: Cristina Reus Medina
Cargo: Delegada Fiduciaria

_____
Nombre: Juan Antonio Medina Guzmán
Cargo: Delegado Fiduciario

[*Hoja de firmas al Tercer Convenio Modificatorio y de Reexpresión al Contrato de Fideicomiso Irrevocable de Garantía y Administración Número DB/1611 (antes F/1611)*]

Anexo I del Convenio

Contrato de Fideicomiso
(modificado y reexpresado)

CONTRATO DE FIDEICOMISO IRREVOCABLE DE GARANTÍA Y ADMINISTRACIÓN NÚMERO DB/1611 (EL "CONTRATO" O "CONTRATO DE FIDEICOMISO"), CELEBRADO ORIGINALMENTE EL 6 DE MARZO DE 2013, MODIFICADO Y REEXPRESADO CON FECHA 20 DE OCTUBRE DE 2021, MODIFICADO Y RATIFICADO CON FECHA 13 DE MAYO DE 2025 Y MODIFICADO Y REEXPRESADO POR TERCERA VEZ CON FECHA 18 DE AGOSTO DE 2026, CELEBRADO ENTRE:

i. BRASKEM IDESA, S.A.P.I. (EL "DEUDOR");

ii. BRASKEM NETHERLANDS B.V. ("BRASKEM NETHERLANDS");

iii. ETILENO XXI, S.A. DE C.V. ("ETILENO");

iv. BRASKEM MÉXICO PROYECTOS, S.A. DE C.V., SOCIEDAD FINANCIERA DE OBJETO MÚLTIPLE, E.N.R. ("SOFOM");

v. GRUPO IDESA, S.A. DE C.V. ("IDESA" Y CONJUNTAMENTE CON EL DEUDOR, BRASKEM NETHERLANDS, ETILENO Y SOFOM, LOS "FIDEICOMITENTES"), COMO FIDEICOMITENTES Y FIDEICOMISARIOS EN TERCER LUGAR;

vi. DEUTSCHE BANK TRUST COMPANY AMERICAS, ACTUANDO ÚNICAMENTE EN SU CARÁCTER DE AGENTE DE GARANTÍAS, EN REPRESENTACIÓN Y PARA EL BENEFICIO DE LAS PARTES GARANTIZADAS 2021 (SEGÚN DICHO TÉRMINO SE DEFINE MÁS ADELANTE), COMO FIDEICOMISARIO EN SEGUNDO LUGAR (EL "FIDEICOMISARIO EN SEGUNDO LUGAR");

vii. TMF MEXICO BUSINESS PROCESS, S. DE R.L. DE C.V., ACTUANDO COMO AGENTE DE GARANTÍAS, EN REPRESENTACIÓN Y PARA BENEFICIO DE LAS PARTES GARANTIZADAS DIP, COMO FIDEICOMISARIO EN PRIMER LUGAR (EL "FIDEICOMISARIO EN PRIMER LUGAR"); Y

viii. BANCO MULTIVA, S.A., INSTITUCIÓN DE BANCA MÚLTIPLE, GRUPO FINANCIERO MULTIVA, DIVISIÓN FIDUCIARIA, ÚNICA Y EXCLUSIVAMENTE COMO FIDUCIARIO DEL FIDEICOMISO DB/1611 (EL "FIDUCIARIO" Y CONJUNTAMENTE CON LOS FIDEICOMITENTES, EL FIDEICOMISARIO EN SEGUNDO LUGAR Y EL FIDEICOMISARIO EN PRIMER LUGAR, LAS "PARTES").

DE CONFORMIDAD CON LOS SIGUIENTES ANTECEDENTES, DEFINICIONES, DECLARACIONES Y CLÁUSULAS.

ANTECEDENTES

[*Se omiten intencionalmente*]

DECLARACIONES

[*Se omiten intencionalmente*]

EN TESTIMONIO DE LO CUAL, las Partes convienen las siguientes:

CLÁUSULAS

CLÁUSULA UNO. TÉRMINOS DEFINIDOS; INTERPRETACIÓN.

1.1 Términos Definidos. Para todos los efectos de este Contrato los términos con mayúscula inicial que no se definen en el presente tendrán el significado que se les atribuye a dichos términos en el **Anexo "A"**.

1.2. Reglas de Interpretación. Los términos definidos en la presente Cláusula aplicarán tanto a la forma singular como al plural de dichos términos. Cuando el contexto así lo requiera, cualquier pronombre incluirá la forma masculina, femenina o neutra correspondiente. Salvo que expresamente se establezca lo contrario, todas las referencias a Cláusulas y Secciones, incisos, sub-incisos o numerales de Cláusulas o Secciones, se refieren a Cláusulas, Secciones, incisos, sub-incisos o numerales de este Contrato, y todas las referencias a los Apéndices y Anexos se refieren a Apéndices y Anexos adjuntos e incorporados por referencia al presente Contrato. Según se utilizan en el presente Contrato, las palabras (i) "en el presente", "del presente", "conforme al presente", "más adelante en el presente" y palabras de significado similar se entenderá que hacen referencia a este Contrato en su conjunto y no a alguna Cláusula, Sección, inciso, sub-inciso o numeral en particular del presente Contrato, y (ii) "incluyen", "incluye" e "incluyendo" se entenderán seguidas de las palabras "sin limitación alguna", salvo que se establezca expresamente lo contrario.

Asimismo, se considerará que cualquier referencia a (i) cualquier contrato, convenio, documento o instrumento incluye la referencia a dicho contrato, convenio, documento o instrumento, según el mismo sea modificado, ya sea total o parcialmente, adicionado o de cualquier otra forma reformado en cualquier momento, y (ii) cualquier ley, regla o reglamento incluye las reformas a los mismos en cualquier tiempo o a cualquier ley, regla o reglamento que los sustituya.

Las referencias a una Persona también son a sus causahabientes, cesionarios permitidos y, según sea aplicable, a cualquier Persona que las sustituya.

CLÁUSULA DOS. RATIFICACIÓN DE CONSTITUCIÓN DEL FIDEICOMISO.

2.1. Ratificación de Constitución del Fideicomiso; Bienes del Fideicomiso. Con el objeto de garantizar el pago y cumplimiento total y puntual de todas las Obligaciones Garantizadas, así como para los demás fines que se señalan más adelante, las Partes ratifican la constitución de este Fideicomiso Irrevocable de Garantía y Administración identificado con el número DB/1611 (antes F/1611) (el "Fideicomiso") y ratifican que el Patrimonio del Fideicomiso, a partir de la fecha de este Contrato, está compuesto por los bienes y derechos que se describen en la Cláusula 5.1 del presente Contrato.

2.2. Ratificación del Fiduciario.

(a) Las Partes (distintas al Fiduciario) en este acto ratifican al Fiduciario para actuar como fiduciario en el presente Contrato y el Fiduciario ratifica su aceptación para actuar con tal carácter y acuerda en cumplir con los términos de este Contrato como un buen *pater familiae* de conformidad con la legislación aplicable.

(b) El Fiduciario (i) confirma que recibió los Bienes del Fideicomiso descritos en la Cláusula 5.1; (ii) ratifica, reconoce y acepta tener la propiedad y titularidad de dichos Bienes del Fideicomiso, y (iii) acuerda en mantener, en todo momento hasta el pago total de las Obligaciones Garantizadas, la propiedad respecto de los Bienes del Fideicomiso y cualesquiera otros Bienes del Fideicomiso cedidos o transmitidos al Fiduciario de conformidad con los términos de este Contrato.

(c) La ratificación del Contrato por el Fiduciario constituye evidencia de la recepción virtual por parte del Fiduciario de cada uno de los Bienes del Fideicomiso descritos en la Cláusula 5.1 y evidencia la entrega de los mismos al Fiduciario, para todos los efectos legales a que haya lugar.

2.3. Posesión de los Bienes del Fideicomiso.

(a) Para los efectos del Artículo 400 de la LGTOC, las Partes reconocen y acuerdan que, sujeto a los términos del Contrato, cada uno de los Fideicomitentes mantendrá la posesión de los Bienes del Fideicomiso cedidos y/o transmitidos por cada uno de ellos al Fiduciario conforme al Contrato (distintos de las Acciones del Fideicomiso, los Contratos de Crédito Subordinados y el Derecho de Cobro de la Opción de Venta); en el entendido, que cada Fideicomitente será considerado como depositario de los Bienes del Fideicomiso respecto de los cuales mantenga la posesión, de conformidad con la legislación aplicable.

(b) Por lo anterior, cada Fideicomitente, según corresponda (i) deberá conservar los Bienes del Fideicomiso como si fuese propietario de los mismos; (ii) no utilizará los Bienes del Fideicomiso en violación a lo establecido en este Contrato y/o en cualquier otro Documento del Crédito DIP, y (iii) será responsable por cualquier daño causado a los Bienes del Fideicomiso respecto de los cuales dicho Fideicomitente mantenga la posesión o a cualquier tercero como resultado del uso o la posesión de los Bienes del Fideicomiso.

(c) Asimismo, todos los costos y gastos necesarios para la conservación, reparación, mantenimiento y administración de los Bienes del Fideicomiso, serán pagados por el Fideicomitente que haya cedido y/o transmitido al Fiduciario el Bien del Fideicomiso respectivo; en el entendido, que el Fideicomisario en Primer Lugar tendrá el derecho, mas no la obligación, de pagar por dichos gastos y costos cuando un Fideicomitente incumpla con dichos pagos y el Fideicomitente correspondiente tendrá la obligación de reembolsar al Fideicomisario en Primer Lugar por cualesquiera de dichos pagos; en el entendido, que dicha obligación de pago formará, a partir de ese momento, parte de las Obligaciones Garantizadas.

2.4. Indemnización.

Cada Fideicomitente que haya cedido y/o transmitido al Fiduciario el Bien del Fideicomiso respectivo, será responsable frente al Fiduciario por el saneamiento para el caso de evicción en términos de los Artículos 2119, 2120 y demás aplicables del Código Civil Federal y sus artículos correlativos de los Códigos Civiles de los Estados de la República Mexicana, en cada caso, respecto a los Bienes del Fideicomiso que forman parte del Patrimonio del Fideicomiso de conformidad con los términos de este Contrato.

2.5. Cumplimiento de los Contratos.

(a) No obstante se hayan transmitido al Fiduciario derechos contractuales que constituyan Bienes del Fideicomiso, incluyendo los derechos derivados de los Contratos de Crédito Subordinado y el Derecho de Cobro de la Opción de Venta, durante la vigencia de este Contrato y, en la medida en que dichos Bienes del Fideicomiso se encuentren sujetos al mismo, cada Fideicomitente, según corresponda, seguirá siendo el único responsable por el cumplimiento de todas y cualesquiera obligaciones derivadas de los contratos de los que emanen dichos Bienes del Fideicomiso; en el entendido, que ni el Fiduciario, ni el Fideicomisario en Primer Lugar o cualquiera de las Partes Garantizadas DIP, ni el Fideicomisario en Segundo Lugar o cualquiera de las Partes Garantizadas 2021 son o serán responsables por el cumplimiento de cualesquiera de dichas obligaciones.

(b) Sujeto a lo dispuesto en la Cláusula Diez, inciso (b), ni el Fiduciario, ni el Fideicomisario en Primer Lugar o cualquiera de las Partes Garantizadas DIP, ni el Fideicomisario en Segundo Lugar o cualquiera de las Partes Garantizadas 2021 tendrá obligación o responsabilidad alguna frente a los Fideicomitentes respecto de cualquiera de los Contratos de Crédito Subordinado y el Contrato de Suministro de Etano, por virtud de la celebración y vigencia de este Contrato y de ninguna manera estarán obligados a (x) cumplir con las obligaciones de cualquier Fideicomitente, derivadas de dichos documentos o relacionados con los mismos; (y) pagar cantidad alguna adeudada por cualquier Fideicomitente, derivada de dichos documentos, o (z) investigar la naturaleza o el cumplimiento de cualquier pago recibido por el Fiduciario, el Fideicomisario en Primer Lugar o cualquier Parte Garantizada del DIP, Fideicomisario en Segundo Lugar o cualquier Parte Garantizada 2021 en relación con los Contratos de Crédito Subordinado y del Contrato de Suministro de Etano.

CLÁUSULA TRES. PARTES DEL FIDEICOMISO.

3.1. Partes del Contrato. Las partes de este Contrato son las siguientes:

FIDEICOMITENTES Y FIDEICOMISARIOS EN TERCER LUGAR	El Deudor, Braskem Netherlands, Etileno, SOFOM e IDESA en cada caso, respecto de cada uno de los Bienes del Fideicomiso que forman parte del Patrimonio del Fideicomiso y respecto de los cuales son fideicomitentes y/o fideicomisarios en tercer lugar.
FIDEICOMISARIO EN PRIMER LUGAR	TMF Mexico Business Process, S. de R.L. de C.V., actuando como Agente de Garantías, en representación y para beneficio de las Partes Garantizadas DIP
FIDEICOMISARIO EN SEGUNDO LUGAR	Deutsche Bank Trust Company Americas, en su carácter de Agente de Garantías en representación y para el beneficio de las Partes Garantizadas 2021.
FIDUCIARIO	Banco Multiva, S.A., Institución de Banca Múltiple, Grupo Financiero Multiva, División Fiduciaria, única y exclusivamente como Fiduciario del Fideicomiso DB/1611

3.2. Agente de Garantías.

(a) Cada uno de los Fideicomitentes y el Fiduciario en este acto reconocen y acuerdan que, para todo lo relativo a este Contrato, el Fideicomisario en Primer Lugar y el Fideicomisario en Segundo Lugar: (i) están actuando y actuarán únicamente en su capacidad de Agente de Garantías, en representación y para el beneficio de las Partes Garantizadas DIP y de las Partes Garantizadas 2021 respectivamente, y (ii) actuarán de conformidad con los términos y condiciones establecidos en este Contrato, la Orden DIP, el Convenio entre Acreedores, según corresponda, y que no incurren en responsabilidad expresa o implícita alguna en relación con este Contrato o con los demás Documentos del Crédito DIP, salvo por lo dispuesto expresamente en esta Cláusula 3.2.

(b) Adicionalmente, las Partes acuerdan que el Fideicomisario en Primer Lugar y el Fideicomisario en Segundo Lugar no serán responsables por cualquier omisión en realizar cualquier acto o cumplir con cualquier obligación o responsabilidad conforme al presente Contrato por razones de que haya ocurrido un evento que se encuentre fuera del control de los mismos, y que, no obstante que tanto el Fideicomisario en Primer Lugar como el Fideicomisario en Segundo Lugar lleven a cabo esfuerzos y diligencias razonables, dicho evento no pudiere ser prevenido, evitado o removido (incluyendo sin limitar cualesquier caso fortuito, guerra, revuelta, disturbio local o nacional, desastre natural o cualquier acto de terrorismo).

(c) Ni el Fideicomisario en Primer Lugar, ni el Fideicomisario en Segundo Lugar ni cualquiera de sus funcionarios, directores, empleados, representantes, agentes, sub-agentes, abogados, consejeros y asesores, serán responsables ante cualquier Persona por cualquier acción u omisión conforme al presente Contrato o en relación con el mismo, salvo en la medida que las pérdidas fueren causadas directamente por negligencia grave o dolo por parte del Fideicomisario correspondiente, según sea determinado por una resolución definitiva e inapelable emitida por un tribunal competente. Las Partes en este acto liberan, dispensan, excusan y exculpan al Fideicomisario en Primer Lugar y al Fideicomisario en Segundo Lugar y a cada uno de sus funcionarios, directores, empleados, representantes, agentes, sub-agentes, abogados, consejeros y asesores por cualquier acción u omisión conforme al presente Contrato, salvo en la medida en que las pérdidas fueren directamente causadas por la negligencia grave o dolo de cualesquiera dichas Personas.

(d) No obstante cualquier otra disposición en contrario contenida en el presente Contrato, cuando en éste se haga referencia al Fideicomisario en Primer Lugar y/o al Fideicomisario en Segundo Lugar, así como a cualquier acción, consentimiento, designación, aprobación, instrucción, notificación, solicitud u otra comunicación por parte de, u otra instrucción dada o acción a ser realizada u omitida por cualquiera de ellos, se entenderá, en todos los casos, que actúan en su carácter de Agente de Garantías por parte, en representación y para el beneficio de las Partes Garantizadas DIP y de las Partes Garantizadas 2021, respectivamente, según corresponda de conformidad con la Orden DIP.

CLÁUSULA CUATRO. FINES DEL FIDEICOMISO.

Los fines de este Fideicomiso son:

(a) que el Fiduciario reciba y mantenga la propiedad y titularidad de los Bienes del Fideicomiso que le han sido cedidos y transmitidos por los Fideicomitentes a esta fecha y, en su caso, de tiempo en tiempo, de conformidad con los términos de este Contrato;

(b) que el Fiduciario mantenga, administre y ejerza los derechos correspondientes a los Bienes del Fideicomiso de conformidad con los términos de este Contrato;

(c) que el Fiduciario mantenga y administre las Cuentas del Fideicomiso de conformidad con la Cláusula 7.2;

(d) que el Fiduciario reciba todos los ingresos derivados de los Derechos de Cobro de la Opción de Venta en la Cuenta Receptora PEMEX, para su posterior aplicación y transferencia a las Cuentas del Fideicomiso de conformidad con lo previsto en la Cláusula 7.1 del presente Contrato;

(e) que los Bienes del Fideicomiso garanticen el pago y cumplimiento total y puntual de todas las Obligaciones Garantizadas; y

(f) que el Fiduciario revierta los Bienes del Fideicomiso a favor de los Fideicomitentes de conformidad y cuando resulte aplicable en términos de lo establecido en la Cláusula Dieciséis del presente Contrato.

Las Partes convienen que el Fiduciario deberá llevar a cabo (y en este acto se le autoriza para llevar a cabo) todos los actos necesarios o requeridos para cumplir con los fines de este Fideicomiso en términos de lo establecido en los párrafos anteriores o según se establezca en el presente Contrato o según sea requerido de otra forma por escrito por el Fideicomisario en Primer Lugar, de conformidad con este Contrato.

CLÁUSULA CINCO. PATRIMONIO DEL FIDEICOMISO.

5.1. Patrimonio del Fideicomiso.

Las Partes en este acto ratifican que el patrimonio del Fideicomiso está y estará compuesto por cada uno de los bienes y derechos que se enlistan a continuación, los cuales han sido transmitidos al Fiduciario desde la fecha de constitución del Fideicomiso (el "Patrimonio del Fideicomiso"):

(a) el Complejo Petroquímico;

(b) todas las Acciones del Fideicomiso;

(c) todos los derechos de cada uno de los Fideicomitentes de Crédito Subordinado derivados de los Contratos de Crédito Subordinados de los que sean parte, excepto por los derechos de cobro que sean efectivamente pagados con cargo a Pagos Restringidos permitidos de conformidad con la Orden DIP y los Documentos del Crédito DIP;

(d) el Derecho de Cobro de la Opción de Venta y los recursos que se obtengan como resultado del ejercicio del Derecho de Cobro de la Opción de Venta;

(e) cualesquiera cantidades recibidas por el Fiduciario al amparo de cualesquiera Pólizas de Seguro en las cuales el Fiduciario sea designado como beneficiario preferente conforme sea requerido en términos de la Orden DIP y los Documentos del Crédito DIP;

(f) cualesquiera recursos que en cualquier momento sean acreditados a o se encuentren depositados en las Cuentas del Fideicomiso, que derive de un pago al amparo de las Pólizas de Seguro o del ejercicio del Derecho de Cobro de la Opción de Venta;

(g) cualesquiera otros Bienes Adicionales;

(h) en general cualquier otro bien que sea adquirido por el Fiduciario para beneficio del Fideicomiso; y

(i) cualesquiera cantidades, rendimientos, ingresos o utilidades o cualesquiera otros bienes que, por cualquier razón, sustituyan los Bienes del Fideicomiso.

5.2. Inventario de los Bienes del Fideicomiso.

Para los propósitos de la Circular 1/2005 del Banco de México, las Partes convienen en este acto que las disposiciones contenidas en esta Cláusula 5.2 serán consideradas como el inventario de los Bienes del Fideicomiso a la fecha del presente Contrato, sin necesidad de realizar en el futuro un inventario adicional por parte del Fiduciario. Asimismo, y para efectos de la elaboración de los reportes mencionados en la Cláusula Quince del presente Contrato, el Deudor deberá informar por escrito a más tardar a los 10 (diez) Días Hábiles de la firma del presente Contrato y periódicamente (mensualmente y/o trimestralmente) conforme sea necesario, el valor estimado de los Bienes del Fideicomiso descritos en esta Cláusula, y cualquiera otros Bienes Adicionales que formen parte de éste de tiempo en tiempo.

5.3. Instrucciones a Contrapartes.

El Deudor en este acto reconoce y declara que Pemex Transformación Industrial, ha sido instruido de manera irrevocable para realizar cualesquiera pagos derivados del ejercicio del Derecho de Cobro de la Opción de Venta, en los términos previstos en el Contrato de Suministro de Etano, al Fiduciario, para el beneficio del Fideicomisario en Primer Lugar y las Partes Garantizadas DIP en términos de la Orden DIP, precisamente en la Cuenta Receptora PEMEX. Así mismo, el Deudor reconoce y declara que el Fiduciario ha sido nombrado como beneficiario preferente en las Pólizas de Seguro conforme sea requerido por los Documentos del Crédito DIP.

En todo caso, el Deudor deberá llevar a cabo todos los actos necesarios, y coadyuvar con el Fiduciario, a efectos de que Pemex Transformación Industrial realice cualesquiera pagos derivados del Derecho de Cobro de la Opción de Venta directamente al Fiduciario, en la Cuenta Receptora PEMEX a cualquier Cuenta del Fideicomiso que, en su caso, autorice el Fideicomisario en Primer Lugar.

CLÁUSULA SEIS. EJERCICIO DE DERECHOS; ACCIONES DEL FIDEICOMISO.

6.1. Derechos de los Contratos de Crédito Subordinados.

(a) En todo momento, a menos que el Fiduciario haya recibido del Fideicomisario en Primer Lugar un Aviso de Incumplimiento, el Fiduciario permitirá que los Fideicomitentes de Créditos Subordinados ejerzan los derechos derivados de los Contratos de Crédito Subordinado. Asimismo, el Fiduciario, según sea requerido de manera razonable por los Fideicomitentes de Créditos Subordinados y a costa y gasto de los Fideicomitentes de Créditos Subordinados, deberá proporcionar a los Fideicomitentes de Créditos Subordinados cualquier documento e instrumento y llevar a cabo cualquier acción necesaria para que los Fideicomitentes de Créditos Subordinados ejerzan los derechos derivados de los Contratos de Crédito Subordinado que forman parte de los Bienes del Fideicomiso, incluyendo el otorgamiento de poderes en términos del formato adjunto como **Anexo "B"**.

(b) A partir del momento en que el Fiduciario reciba un Aviso de Incumplimiento del Fideicomisario en Primer Lugar, el ejercicio de los derechos de los Fideicomitentes de Créditos Subordinados conforme al inciso (a) de esta Cláusula 6.1., cesarán y terminarán inmediatamente sin necesidad de acción adicional alguna por parte del Fiduciario o del Fideicomisario en Primer Lugar y, a partir de ese momento y hasta que el Fiduciario reciba del Fideicomisario en Primer Lugar un aviso por escrito en el sentido que el Aviso de Incumplimiento ha sido retirado, el Fideicomisario en Primer Lugar tendrá derecho de ejercer los derechos derivados de los Contratos de Crédito Subordinado. Asimismo, después de un Aviso de Incumplimiento, el Fiduciario, dentro de los tres (3) Días Hábiles a partir de la fecha de recepción de una solicitud por escrito del Fideicomisario en Primer Lugar, deberá otorgar a cualquier Persona designada por el Fideicomisario en Primer Lugar, un poder especial irrevocable con las facultades que solicite por escrito el Fideicomisario en Primer Lugar al Fiduciario. Sin perjuicio de lo anterior, después de un Aviso de Incumplimiento, el Fiduciario, como propietario de los derechos derivados de los Contratos de Crédito Subordinado, excepto por cualesquiera derechos derivados de los Contratos de Crédito Subordinado que no formen parte de los Bienes del Fideicomiso, tendrá el derecho exclusivo de ejercer dichos derechos, pero en cualquier caso, dicho ejercicio deberá hacerse conforme a las instrucciones por escrito del Fideicomisario en Primer Lugar.

(c) No obstante las disposiciones de ejecución establecidas en este Contrato, a partir del momento en que el Fiduciario reciba un Aviso de Incumplimiento del Fideicomisario en Primer Lugar:

(i) el Fiduciario llevará a cabo cualesquiera acciones necesarias o requeridas para revocar los poderes otorgados a los Fideicomitentes de Créditos Subordinados de conformidad con el párrafo (a) de esta Cláusula 6.1; en el entendido, que cualquier revocación deberá ser efectuada y completada, tan pronto como sea posible, pero en cualquier caso, dentro de los cinco (5) Días Hábiles siguientes a la fecha en la que el Fiduciario reciba el Aviso de Incumplimiento; y

(ii) todos los pagos recibidos por los Fideicomitentes de Créditos Subordinados derivados de los Contratos de Crédito Subordinado; excepto, en la medida en que el derecho para recibir dichas cantidades no forme parte de los Bienes del Fideicomiso (x) serán considerados como recibidos en depósito por los Fideicomitentes de Créditos Subordinados, según sea el caso, para beneficio del Fiduciario; (z) serán segregados de cualesquiera otros bienes o fondos del Fideicomitente de Créditos Subordinados, según sea aplicable; y (y) serán transmitidos inmediatamente al Fiduciario, a las Cuentas de Ingresos del Fideicomiso, para formar parte de los Bienes del Fideicomiso, en la misma

forma en que haya sido recibidos, para efectos de constituir una garantía adicional para el pago y cumplimiento total y puntual de todas las Obligaciones Garantizadas.

(d) En cualquier momento en el que un Evento de Incumplimiento para el cual haya sido emitido un Aviso de Incumplimiento haya sido dispensado o subsanado, el Fideicomisario en Primer Lugar deberá notificar dicha dispensa o subsanación por escrito al Fiduciario a más tardar dentro de los dos (2) Días Hábiles siguientes. A partir de la fecha de entrega de dicho aviso por escrito al Fiduciario, el Fiduciario y el Fideicomisario en Primer Lugar, según sea el caso, deberán abstenerse de ejercer los derechos relacionados con los Contratos de Crédito Subordinado conforme a la Cláusula 6.1 (b) y el Fiduciario deberá otorgar un nuevo poder a cada Fideicomitente de Crédito Subordinados, sustancialmente en los términos del **Anexo "B"**. Dicho poder será otorgado tan pronto como sea posible después de la recepción del aviso por escrito del Fideicomisario en Primer Lugar, pero en cualquier caso, dentro de los tres (3) Días Hábiles siguientes a la recepción de dicho aviso.

(e) Tanto el Fiduciario ni el Fideicomisario en Primer Lugar, como el Fideicomisario en Segundo Lugar no serán responsables por cualesquier actos que realicen los Fideicomitentes de Créditos Subordinados, el Fideicomisario en Primer Lugar (en caso del Fiduciario) o cualquier otra Persona a la que se le otorgue un poder conforme a este Contrato.

6.2. Derecho de Cobro de la Opción de Venta.

(a) En todo momento, a menos que el Fiduciario haya recibido del Fideicomisario en Primer Lugar un Aviso de Incumplimiento, el Fiduciario permitirá que el Deudor ejerza el Derecho de Cobro de la Opción de Venta y el Deudor deberá ejercer dicho derecho de conformidad con, y sujeto a, las limitaciones contenidas en este Contrato, la Orden DIP y los demás Documentos del Crédito DIP y el ejercicio de dicho derecho por parte del Deudor deberá de ser consistente con lo previsto por y no violará los términos de este Contrato, la Orden DIP o de los demás Documentos del Crédito DIP. Asimismo, el Fiduciario, según sea requerido de manera razonable por el Deudor y a costa y gasto del Deudor, deberá proporcionar al Deudor cualquier documento e instrumento y llevará a cabo cualquier acción necesaria para que el Deudor ejerza el Derecho de Cobro de la Opción de Venta, incluyendo el otorgamiento de poderes en términos del formato adjunto como **Anexo "B"**.

(b) Si como resultado del ejercicio de los derechos relacionados con los Derechos de Cobro de la Opción de Venta, el Deudor recibe un pago en términos inconsistentes con, o en violación de, este Contrato, la Orden DIP o de los demás Documentos del Crédito DIP, dichos pagos: (i) serán considerados como recibido en depósito por el Deudor, para beneficio del Fiduciario; (ii) será segregado de cualesquier otros bienes o fondos del Deudor; y (iii) será transmitido (inmediatamente, pero a más tardar el Día Hábil siguiente a la fecha de pago de que se trate) al Fiduciario, a las Cuentas de Ingresos, para formar parte de los Bienes del Fideicomiso en la misma forma en que haya sido recibido, y (iv) constituirá garantía para al pago y cumplimiento total y puntual de las Obligaciones Garantizadas que correspondan, considerándose como Bienes del Fideicomiso.

(c) A partir del momento en que el Fiduciario reciba un Aviso de Incumplimiento del Fideicomisario en Primer Lugar, los derechos del Deudor conforme a los incisos (a) y (b) de esta Cláusula 6.2., cesarán y terminarán inmediatamente sin necesidad de acción adicional alguna por

parte del Fiduciario o del Deudor y, a partir de ese momento y hasta que el Fiduciario reciba del Fideicomisario en Primer Lugar un aviso por escrito en el sentido que el Aviso de Incumplimiento ha sido retirado, el Fideicomisario en Primer Lugar tendrá derecho a ejercer el Derecho de Cobro de Opción de Venta, de conformidad con este Contrato, la Orden DIP y los demás Documentos del Crédito DIP. Asimismo, después de un Aviso de Incumplimiento, el Fiduciario, dentro de los tres (3) Días Hábiles a partir de la fecha de recepción de una solicitud por escrito del Fideicomisario en Primer Lugar, deberá otorgar a cualquier Persona designada por el Fideicomisario en Primer Lugar, un poder especial irrevocable con las facultades que solicite por escrito el Fideicomisario en Primer Lugar al Fiduciario para ejercer los derechos del Derecho de Cobro de la Opción de Venta. Sin perjuicio de lo anterior, después de un Aviso de Incumplimiento, el Fiduciario, como titular del Derecho de Cobro de la Opción de Venta tendrá el derecho exclusivo de ejercer dicho derecho, pero en cualquier caso, dicho ejercicio deberá hacerse conforme a las instrucciones por escrito del Fideicomisario en Primer Lugar.

(d) No obstante las disposiciones de ejecución establecidas en este Contrato, a partir del momento en que el Fiduciario reciba un Aviso de Incumplimiento del Fideicomisario en Primer Lugar, el Fiduciario llevará a cabo cualesquiera acciones necesarias o requeridas para revocar los poderes otorgados al Deudor de conformidad con el párrafo (a) de esta Cláusula 6.2; en el entendido, que cualquier revocación deberá ser efectuada y completada, tan pronto como sea posible, pero en cualquier caso, dentro de los cinco (5) Días Hábiles siguientes a la fecha en la que el Fiduciario reciba el Aviso de Incumplimiento.

(e) En cualquier momento en el que un Evento de Incumplimiento para el cual haya sido emitido un Aviso de Incumplimiento haya sido dispensado o subsanado, el Fideicomisario en Primer Lugar deberá notificar dicha renuncia o subsanación por escrito al Fiduciario a más tardar dentro de los dos (2) Días Hábiles siguientes a la fecha en que haya recibido instrucciones del Agente Interbancario para entregar dicha notificación. A partir de la fecha de entrega de dicho aviso por escrito al Fiduciario, el Fiduciario y el Fideicomisario en Primer Lugar, según sea el caso, deberán abstenerse de ejercer los derechos relacionados con el Derecho de Cobro de Opción de Venta conforme a esta Cláusula 6.2 y el Fiduciario deberá otorgar un nuevo poder al Deudor, sustancialmente en los términos del **Anexo "B"**. Dicho poder será otorgado tan pronto como sea posible después de la recepción del aviso por escrito del Fideicomisario en Primer Lugar.

(f) Ni el Fiduciario ni el Fideicomisario en Primer Lugar ni el Fideicomisario en Segundo Lugar serán responsables por cualesquier actos que realice el Deudor, el Fideicomisario en Primer Lugar (en caso del Fiduciario) o cualquier otra Persona a la que se le otorgue un poder conforme a este Contrato, incluyendo aquellos que se otorguen en términos de la Cláusula Seis y Siete.

6.3. Recursos derivados de las Pólizas de Seguros.

(a) Cualesquiera cantidades que deriven de Pólizas de Seguro contratadas por el Deudor y respecto a las cuales, de conformidad la Orden DIP y con los requerimientos de los Documentos del Crédito DIP, sea el Fiduciario designado como beneficiario preferente, serán recibidas por el Fiduciario en las Cuentas del Fideicomiso.

En todo momento, a menos que el Fiduciario haya recibido del Fideicomisario en Primer Lugar un Aviso de Incumplimiento, el Fiduciario permitirá que el Deudor aplique y utilice los recursos que se paguen en términos de las Pólizas de Seguros depositados de tiempo en tiempo en la Cuentas del Fideicomiso.

(b) A partir de que se entregue un Aviso de Incumplimiento, si como resultado del ejercicio de los derechos derivados de las Pólizas de Seguro, el Deudor, recibe un pago en términos inconsistentes con, o en violación a, este Contrato o los demás Documentos del Crédito DIP, dichos pagos (i) serán considerados como recibidos en depósito por el Deudor para beneficio del Fiduciario; (ii) serán segregados de cualquiera otros bienes o fondos del Deudor; y (iii) será transmitido (inmediatamente, pero a más tardar el Día Hábil siguiente a la fecha del pago de que se trate) al Fiduciario, a las Cuentas de Ingresos, para formar parte de los Bienes del Fideicomiso (con cualquier endoso necesario, en la medida requerida por la legislación aplicable y/o por este Contrato) y (iv) constituirá un Bien Adicional y una garantía para el pago oportuno de las Obligaciones Garantizadas.

(c) A partir del momento en que el Fiduciario reciba un Aviso de Incumplimiento del Fideicomisario en Primer Lugar, el derecho del Deudor de dar instrucciones al Fiduciario para la aplicación de los recursos depositados en las Cuentas del Fideicomiso incluyendo los recursos que deriven de cualesquier pago que se realice en términos de las Pólizas de Seguro cesará y terminará inmediatamente y, a partir de ese momento y hasta que el Fiduciario reciba del Fideicomisario en Primer Lugar un aviso por escrito en el sentido que el Aviso de Incumplimiento ha sido retirado, el Fideicomisario en Primer Lugar será la única persona facultada para instruir al Fiduciario respecto de la aplicación de dichos recursos, que deberá ser acorde con la Orden DIP y con los requerimientos de los Documentos del Crédito DIP .

6.4. Acciones del Fideicomiso.

(a) En todo momento, a menos que el Fiduciario haya recibido del Fideicomisario en Primer Lugar un Aviso de Incumplimiento, el Fiduciario permitirá que los Fideicomitentes de Acciones ejerzan, conforme al párrafo (i) siguiente, en cualquier asamblea de accionistas o en cualesquiera resoluciones de accionistas tomadas fuera de asamblea de accionistas del Deudor o de BI Servicios, los derechos (corporativos y patrimoniales) relacionados con las Acciones del Fideicomiso, según corresponda, transmitidas al Fiduciario por cada uno de ellos, de conformidad con los términos de este Contrato. Para tales efectos:

(i) el Fiduciario otorga una carta poder a cada uno de Braskem Netherlands, Etileno y el Deudor, sustancialmente en términos del formato que se adjunta al presente como **Anexo "C"**, para que cada uno de ellos, por su propia cuenta y gasto, salvo que el Fiduciario instruya lo contrario por escrito en cualquier momento posterior a que se entregue al Fiduciario un Aviso de Incumplimiento, vote y represente las Acciones del Fideicomiso, según sea aplicable, en cualquier asamblea de accionistas o resoluciones de accionistas adoptadas fuera de asamblea de accionistas del Deudor o de BI Servicios, según sea aplicable, y ejerza todos los derechos patrimoniales y corporativos relacionados con las Acciones del Fideicomiso, y

(ii) dentro de los tres (3) Días Hábiles siguientes a la fecha de celebración de un Contrato de Accesión por un Fideicomitente de Acciones, el Fiduciario otorgará a favor de dicho Fideicomitente de Acciones una carta poder para ejercer los derechos (corporativos y patrimoniales) relacionados con las Acciones del Fideicomiso transmitidas al Fiduciario por dicho Fideicomitente de Acciones

conforme a este Contrato, misma que será otorgada sustancialmente en términos del formato que se adjunta al presente como **Anexo "C"**.

(b) Dentro de los tres (3) Días Hábiles siguientes a la recepción por parte del Fiduciario de un aviso por escrito del Deudor (con copia al Fideicomisario en Primer Lugar) informando acerca de una transmisión de derechos fideicomisarios relacionados con las Acciones del Fideicomiso, el Fiduciario reemplazará los poderes otorgados de conformidad con el párrafo anterior, con el fin de reflejar los derechos fideicomisarios de cada uno de los Fideicomitentes de Acciones en relación con las Acciones del Fideicomiso.

(c) A partir del momento en que el Fiduciario reciba un Aviso de Incumplimiento del Fideicomisario en Primer Lugar, los derechos de los Fideicomitentes de Acciones para ejercer los derechos relacionados con las Acciones del Fideicomiso, cesarán y terminarán inmediatamente sin necesidad de acción adicional alguna por parte del Fiduciario o del Fideicomisario en Primer Lugar y, a partir de ese momento y hasta que el Fiduciario reciba del Fideicomisario en Primer Lugar un aviso por escrito en el sentido de que el Aviso de Incumplimiento ha sido retirado:

(i) el Fiduciario deberá hacer caso omiso a cualquier instrucción emitida por cualquier Fideicomitente de Acciones en relación con las Acciones del Fideicomiso y/o los derechos relacionados con las mismas, y

(ii) el Fideicomisario en Primer Lugar tendrá derecho a ejercer los derechos relacionados con las Acciones del Fideicomiso en cualquier asamblea de accionistas o en cualesquiera resoluciones de accionistas tomadas fuera de asamblea de accionistas del Deudor o de BI Servicios, según sea el caso. Para tales efectos, el Fiduciario otorgó una carta poder irrevocable a favor del Fideicomisario en Primer Lugar, copia de la cual se anexa al presente como **Anexo "D"**; en el entendido, que dentro de los tres (3) Días Hábiles siguientes a que el Fiduciario reciba solicitud por escrito del Fideicomisario en Primer Lugar, el Fiduciario deberá otorgar al Fideicomisario en Primer Lugar o a cualquier Persona que designe por escrito, un poder o carta poder con las facultades que solicite por escrito el Fideicomisario en Primer Lugar al Fiduciario.

(d) Sin perjuicio de lo anterior, después de un Aviso de Incumplimiento, el Fiduciario, como propietario de las Acciones del Fideicomiso, tendrá el derecho de ejercer todos los derechos relacionados con las Acciones del Fideicomiso, en cualquier asamblea de accionistas o en cualesquiera resoluciones de accionistas tomadas fuera de asamblea de accionistas del Deudor o de Servicios, según corresponda, en cada caso de conformidad con las instrucciones por escrito del Fideicomisario en Primer Lugar; en el entendido, que en caso de que el Fiduciario no reciba instrucciones por escrito del Fideicomisario en Primer Lugar en relación con la asistencia a cualquier asamblea de accionistas del Deudor y/o de BI Servicios y/o el ejercicio de los derechos relacionados con las Acciones del Fideicomiso previo a la fecha de dicha asamblea de accionistas o resoluciones, el Fiduciario se abstendrá de asistir a dicha asamblea de accionistas y de votar las Acciones del Fideicomiso sin responsabilidad alguna derivado de lo anterior.

(e) En adición a lo dispuesto en la Cláusula 6.4(d), a partir del momento en que el Fiduciario reciba un Aviso de Incumplimiento del Fideicomisario en Primer Lugar:

(i) el Fiduciario llevará a cabo todas las acciones necesarias o requeridas para revocar las cartas poder otorgadas a los Fideicomitentes de Acciones y a las que hace referencia la Cláusula 6.4, inciso(a)(i); en el entendido, que dicha revocación deberá ser efectuada tan pronto como sea posible, pero en cualquier caso, dentro de los cinco (5) Días Hábiles siguientes a la fecha en la que el Fiduciario reciba el Aviso de Incumplimiento; y

(ii) todos los pagos recibidos por cualquiera de los Fideicomitentes de Acciones relacionados con las Acciones del Fideicomiso (1) serán considerados como recibidos en depósito por el Fideicomitente de Acciones, para beneficio del Fiduciario; (2) serán segregados de cualesquiera otros bienes o fondos del Fideicomitente de Acciones (inmediatamente, pero a más tardar el Día Hábil siguiente a la fecha del pago de que se trate) al Fiduciario, a las Cuentas de Ingresos, para formar parte de los Bienes del Fideicomiso; (3) serán transmitidos al Fiduciario en la misma forma en que hayan sido recibidos (con cualquier endoso necesario, en la medida requerida por la legislación aplicable); y (4) constituirán una garantía adicional para el cumplimiento total y puntual de las Obligaciones Garantizadas considerándose como parte de los Bienes del Fideicomiso; en el entendido, que el Fiduciario no tendrá obligación alguna de verificar la fecha, cantidad, legalidad o la fuente de dichos pagos.

(f) En cualquier momento en el que un Evento de Incumplimiento para el cual haya sido emitido un Aviso de Incumplimiento, haya sido dispensado o subsanado, el Fideicomisario en Primer Lugar deberá notificar dicha dispensa o subsanación por escrito al Fiduciario a más tardar dentro de los dos (2) Días Hábiles siguientes a la fecha en que haya recibido instrucciones por parte del Agente Interbancario para entregar dicha notificación. A partir de la fecha de recepción por el Fiduciario de dicho aviso por escrito, el Fiduciario y el Fideicomisario en Primer Lugar, según sea el caso, deberán abstenerse de ejercer los derechos relacionados con las Acciones del Fideicomiso conforme a la Cláusula 6.4., y el Fiduciario deberá otorgar una nueva carta poder a los Fideicomitentes de Acciones, misma que será otorgada sustancialmente en términos del formato que se adjunta al presente como **Anexo "C"**. Dicha carta poder deberá ser otorgada tan pronto como sea posible después de la recepción del aviso por escrito del Fideicomisario en Primer Lugar, pero en cualquier caso, dentro de los 3 (tres) Días Hábiles siguientes a la recepción de dicho aviso.

(g) Aumentos de Capital. En caso de que se apruebe un aumento en el capital social del Deudor o de BI Servicios y cualquier Fideicomitente de Acciones acuerde suscribir y pagar todo o una parte de dicho aumento, dicho Fideicomitente de Acciones deberá suscribir y pagar todo o una parte de dicho aumento como apoderado del Fiduciario conforme a las cartas poder otorgadas por el Fiduciario referidas en la Cláusula 6.4(a), siempre y cuando dichas cartas poder se encuentren vigentes. Cualquier incremento en el valor de las Acciones del Fideicomiso (o la emisión de Acciones del Fideicomiso Adicionales) que resulte del pago por parte de un Fideicomitente de Acciones, como apoderado del Fiduciario, de un aumento en el capital social del Deudor o de BI Servicios, será considerado como parte de los Bienes del Fideicomiso. Dentro de los tres (3) Días Hábiles siguientes a dicho aumento de capital, el Fiduciario sustituirá las cartas poder otorgadas conforme al inciso (a) para incluir la nueva participación en el capital social de cada uno de los Fideicomitentes de Acciones.

(h) Reducción o Amortización de Capital. Mientras las Acciones del Fideicomiso formen parte de los Bienes del Fideicomiso, los Fideicomitentes de Acciones acuerdan que no permitirán

al Deudor o a BI Servicios realizar (y el Deudor en este acto acuerda que no realizará) ninguna reducción o amortización de capital de BI Servicios o del Deudor o cualquier pago por BI Servicios o el Deudor de cualquier dividendo a los Fideicomitentes de Acciones en relación con las Acciones del Fideicomiso, según sea aplicable, excepto que se realicen en términos que no contravengan los Documentos del Crédito DIP.

6.5. Aviso de Incumplimiento. A partir del momento en que el Fiduciario reciba un Aviso de Incumplimiento, el Fiduciario deberá entregar a los Fideicomitentes una copia de dicho Aviso de Incumplimiento tan pronto como le sea posible pero, en cualquier caso, a más tardar dos (2) Días Hábiles siguientes a la fecha en que el Fiduciario reciba dicho aviso.

6.6. Cumplimiento de las obligaciones derivadas de los Documentos del Crédito DIP. Una vez que se hayan cumplido y pagado en su totalidad las obligaciones derivadas de los Documentos del Crédito DIP y sea confirmado por escrito por el Fideicomisario en Primer Lugar al Fiduciario, el Fideicomisario en Segundo Lugar, actuando en su carácter de Agente de Garantías en representación y para el beneficio de las Partes Garantizadas 2021, tendrá todos y cada uno de los derechos, facultades y poderes que conforme a este contrato tiene el Fideicomisario en Primer Lugar, como si todas las referencias al Fideicomisario en Primer Lugar en las Cláusulas del contrato se entendieran hechas al Fideicomisario en Segundo Lugar, siempre y cuando sea consistente y no contravenga la Orden DIP y los Documentos del Crédito DIP.

CLÁUSULA SIETE. CUENTA RECEPTORA; CUENTAS DEL FIDEICOMISO.

7.1. Cuenta Receptora.

(a) Las Partes acuerdan que, pese a no ser una Cuenta del Fideicomiso, el Fiduciario recibirá en la Cuenta Receptora PEMEX todos los recursos que deriven del Derecho de Cobro de la Opción de Venta.

(b) De conformidad con lo establecido en el presente Contrato, a más tardar el Día Hábil inmediato siguiente a la fecha en que se realice cualquier pago derivado del Derecho de Cobro de la Opción de Venta a la Cuenta Receptora PEMEX, el Fiduciario transferirá a la Cuenta del Fideicomiso que corresponda, con cargo a la Cuenta Receptora PEMEX, todos aquellos recursos y cantidades que deriven del Derecho de Cobro de la Opción de Venta. Para tales efectos, el Deudor se obliga a informar por escrito al Fiduciario y al Fideicomisario en Primer Lugar sobre cualquier pago a ser realizado, y compartir cualquier información que resulte conveniente y/o necesaria para la debida identificación de las cantidades. En caso de ser aplicable, el Deudor entregará al Fiduciario y al Fideicomisario en Primer Lugar cualquier factura o código de pago, autorizado o aceptado por PEMEX Transformación Industrial.

(c) El Deudor deberá de notificar al Fiduciario y al Fideicomisario en Primer Lugar sobre cualquier pago recibido en la Cuenta Receptora PEMEX con motivo del Derecho de Cobro de la Opción de Venta.

7.2. Cuentas del Fideicomiso.

(a) El Fiduciario es titular de las siguientes cuentas bancarias abiertas con BBVA Bancomer, S.A., Institución de Banca Múltiple, Grupo Financiero BBVA Bancomer (las "Cuentas del Fideicomiso"):

(i) una cuenta en Pesos designada como la "Cuenta de Ingresos en Pesos" identificada con el número 0110693324 y las cuentas de inversión 1368865825 y 91940036733 asociadas a la misma (la "Cuenta de Ingresos en Pesos"); y

(ii) una cuenta en Dólares designada "Cuenta Local de Ingresos en Dólares" identificada con el número O110693685 (la "Cuenta Local de Ingresos en Dólares").

(b) Hasta en tanto no exista un Aviso de Incumplimiento, el Fiduciario deberá transferir y aplicar todos los fondos que de tiempo en tiempo se depositen en las Cuentas del Fideicomiso única y exclusivamente de conformidad con las instrucciones por escrito que al efecto reciba del Deudor, con copia para el Fideicomisario en Primer Lugar, con por lo menos dos (2) Días Hábiles de anticipación a la fecha de la transferencia solicitada. Las Partes en este acto autorizan al Fiduciario para cumplir con las instrucciones otorgadas por el Deudor con copia para el Fideicomisario en Primer Lugar conforme a este Contrato, en relación con las Cuentas del Fideicomiso.

(c) No obstante, cualquier disposición establecida en esta Cláusula 7.2, a partir de la recepción de un Aviso de Incumplimiento y hasta en tanto el Fideicomisario en Primer Lugar notifique por escrito al Fiduciario que dicho Aviso de Incumplimiento ha sido retirado, el Fiduciario únicamente podrá realizar transferencias con cargo a la Cuenta de Ingresos en Pesos y la Cuenta Local de Ingresos en Dólares, de conformidad con las instrucciones por escrito emitidas por el Fideicomisario en Primer Lugar.

CLÁUSULA OCHO. BIENES ADICIONALES DEL FIDEICOMISO.

8.1. Bienes Adicionales del Fideicomiso.

Cada Fideicomitente en este acto conviene en transmitir al Fiduciario, de tiempo en tiempo, los siguientes bienes y derechos para su integración a los Bienes del Fideicomiso (conjuntamente, los "Bienes Adicionales").

En la medida que sea necesario para la elaboración de los reportes mensuales en la Cláusula Quince del presente, y únicamente para dichos efectos informativos, el Deudor deberá informar por escrito al Fiduciario sobre el valor estimado (a su leal saber y entender) de los Bienes Adicionales.

8.2. Acciones del Fideicomiso Adicionales. Las Partes acuerdan que el Fiduciario deberá ser propietario, en todo momento, como parte de los Bienes del Fideicomiso, de la totalidad de las acciones representativas del capital social del Deudor y de BI Servicios. Para tal efecto, si posterior a la celebración de este Contrato, un Fideicomitente de Acciones o una Persona distinta pretende adquirir, una acción del capital social del Deudor o de BI Servicios (cada una, una "Acción del Fideicomiso Adicional"), aplicarán las siguientes reglas:

(a) Fideicomitentes de Acciones:

En caso de que los Fideicomitentes de Acciones adquieran Acciones del Fideicomiso Adicionales, los Fideicomitentes de Acciones deberán ceder y transmitir (y el Deudor causará y será responsables de que los Fideicomitentes de Acciones cedan y transmitan) al Fiduciario

cualquier Acción del Fideicomiso Adicional, según sea aplicable. A efecto de perfeccionar dicha cesión y transmisión, los Fideicomitentes de Acciones, tan pronto como les sea posible, pero en todo caso dentro de los diez (10) Días Hábiles siguientes a la fecha de adquisición de una Acción del Fideicomiso Adicional, entregarán al Fiduciario (con copia al Fideicomisario en Primer Lugar):

(i) una copia, certificada por el Secretario de BI Servicios o del Deudor, según corresponda (x) del acta de asamblea general de accionistas de BI Servicios o del Deudor, según sea el caso, en la que se apruebe la emisión de la Acción de Fideicomiso Adicional, en la que se acuerde que los títulos de acciones amparando la(s) Acción(es) del Fideicomiso Adicional(es) deben ser emitidas a favor del Fiduciario conforme a este Contrato, y (y) del asiento en el Libro de Registro de Acciones de BI Servicios o del Deudor, según se trate, relacionado con la emisión de la Acción del Fideicomiso Adicional, evidenciando al Fiduciario como propietario de dicha Acción del Fideicomiso Adicional, y

(ii) el original del título(s) de acciones que amparen la Acción del Fideicomiso Adicional debidamente emitido a favor del Fiduciario. No obstante lo anterior y para evitar cualquier duda, cualquier aumento en el capital social de BI Servicios o del Deudor, según sea el caso, deberá ser suscrito y pagado de conformidad con lo establecido en la Cláusula 6.4(a).

(b) Personas Distintas a los Fideicomitentes de Acciones.

Si una Persona distinta a los Fideicomitentes de Acciones pretende adquirir una Acción del Fideicomiso Adicional, (x) será una condición para dicha adquisición que dicha Persona se convierta en Fideicomitente (y en Fideicomitente de Acciones) y en Fideicomisario en Tercer Lugar de este Contrato en relación con dicha Acción del Fideicomiso Adicional, mediante la celebración de un Contrato de Accesión, y (y) simultáneamente con la celebración del Contrato de Accesión, dicha Persona cederá y transmitirá al Fiduciario la Acción del Fideicomiso Adicional mediante la entrega al Fiduciario de los documentos mencionados en los incisos (i)(y) y (ii) del párrafo anterior. La accesión de cualquier Persona a este Contrato conforme a lo anterior estará sujeta a la satisfacción de las políticas "*Know Your Customer*" del Fiduciario.

(c) Reemplazo de Cartas Poder. Dentro de los cinco (5) Días Hábiles siguientes a cualquier transmisión de una Acción del Fideicomiso Adicional, el Fiduciario reemplazará las cartas poder aplicables otorgadas conforme a la Cláusula 6.4(a), para incluir la nueva participación en el capital social.

8.3. Contratos de Crédito Subordinados.

Cada Fideicomitente de Crédito Subordinado acuerda, respecto de sí mismo, ceder y transmitir al Fiduciario todos sus derechos de cobro derivados de cualquier Contrato de Crédito Subordinado después de la fecha de celebración del presente, excepto por los derechos de cobro que sean efectivamente pagados con cargo a Pagos Restringidos Permitidos. A efecto de perfeccionar la cesión y transmisión respectiva, el Fideicomitente de Crédito Subordinado de que se trate, dentro de un plazo de treinta (30) días siguientes a la fecha de celebración del Contrato de Crédito Subordinado, entregará al Fiduciario (con copia al Fideicomisario en Primer Lugar): (a) un Contrato de Aportación suscrito por un Representante Autorizado del Fideicomitente de Crédito Subordinado respectivo, y (b) un ejemplar original firmado del Contrato de Crédito Subordinado.

El Deudor en este acto reconoce y consiente dicha cesión y transmisión de los derechos de cualquier Fideicomitente de Crédito Subordinado relacionado con el Contrato de Crédito Subordinado. En la medida que sea necesario para la elaboración de los reportes mencionados en la Cláusula Quince del presente, y únicamente para efectos informativos relacionados con dichos reportes, el Deudor deberá informar al Fiduciario el valor estimado (a su leal saber y entender) de los derechos del Fideicomitente de Créditos Subordinados derivados del Contrato de Crédito Subordinado respectivo, en el Contrato de Aportación de que se trate.

Si una Persona distinta a los Fideicomitentes de Crédito Subordinado celebra un Contrato de Crédito Subordinado, dicha Persona deberá convertirse en Fideicomitente (y en Fideicomitente de Créditos Subordinados) y en Fideicomisario en Tercer Lugar de este Contrato en relación con sus derechos bajo el Contrato de Crédito Subordinado, mediante la celebración de un Contrato de Accesión.

8.4. Acciones Adicionales.

Cada Fideicomitente conviene en llevar a cabo cualesquiera acciones necesarias o requeridas conforme a la legislación aplicable o razonablemente solicitadas por el Fideicomisario en Primer Lugar, para transmitir o perfeccionar la transmisión de cualesquier Bienes Adicionales o la garantía constituida conforme a este Contrato, incluyendo, sin limitación, ratificar y/o formalizar la transmisión al Fiduciario de cualesquier Bienes Adicionales y suscribir cualesquiera contratos, avisos o cualesquiera otros documentos o realizar cualquier inscripción u obtener cualquier registro necesario o requerido conforme a la ley aplicable, o según sea razonablemente requerido por el Fiduciario o el Fideicomisario en Primer Lugar.

8.5 Pólizas de Seguros.

El Deudor conviene en llevar a cabo cualesquiera acciones necesarias o requeridas conforme a la legislación aplicable o razonablemente solicitadas por el Fideicomisario en Primer Lugar, para designar al Fiduciario como beneficiario preferente de las Pólizas de Seguro que sean renovadas o remplazadas de tiempo en tiempo con posterioridad a la firma del presente Contrato. Para tales efectos, el Deudor entregará al Fiduciario, dentro de los 30 (treinta) días siguientes a la fecha en que se hubieren obtenido dichas Pólizas de Seguros, una copia de dichas Pólizas de Seguros y los documentos en los que conste que se ha designado al Fiduciario como beneficiario preferente de las Pólizas de Seguro correspondientes.

8.6. Instrucciones al Fiduciario.

Las Partes de este Contrato en este acto instruyen al Fiduciario de manera expresa e irrevocable para que suscriba cualesquier contratos y/o documentos necesarios para perfeccionar cualquier transmisión de cualesquiera Bienes Adicionales y cumplir con lo establecido en esta Cláusula Ocho. El Fiduciario no incurrirá en responsabilidad alguna como resultado de la celebración de cualesquiera contratos y/o documentos, ni será responsable por el cumplimiento de las obligaciones de los Fideicomitentes conforme esta Cláusula Ocho (excepto en la medida de cualquier falta de cumplimiento por parte del Fiduciario de cualesquiera obligaciones derivadas de dichos contratos y/o documentos, de ser el caso, y de conformidad con los términos y condiciones ahí establecidos). A partir del momento de la adquisición por parte del Fiduciario de cualesquier Bienes Adicionales conforme a esta Cláusula Ocho, dichos Bienes Adicionales serán considerados como parte del Patrimonio del Fideicomiso.

8.7. Gravámenes.

Inmediatamente antes de la transmisión al Fiduciario de cualesquier Bienes Adicionales, dichos Bienes Adicionales deberán estar libres de todo Gravamen (salvo por Gravámenes permitidos en términos de la Orden DIP y los Documentos del Crédito DIP).

CLÁUSULA NUEVE. OBLIGACIONES LEGALES.

9.1. Gastos/Seguros. Cada Fideicomitente (de forma mancomunada y no solidaria) deberá pagar todos los costos y gastos necesarios para la conservación, reparación, mantenimiento y administración de Bienes del Fideicomiso transmitidos en este acto o de manera posterior por cada Fideicomitente al Fiduciario conforme a los términos de este Contrato; en el entendido, que el Fideicomisario en Primer Lugar tendrá el derecho, mas no la obligación, de pagar dichos costos y gastos en caso que dicho Fideicomitente no realice dichos pagos y dicho Fideicomitente tendrá la obligación de reembolsar dichos pagos al Fideicomisario en Primer Lugar; en el entendido, además, que la obligación de pago será, a partir de ese momento, parte de las Obligaciones Garantizadas. Las Partes en este acto convienen que el Deudor obtendrá y mantendrá los seguros que le sean requeridos contratar y mantener conforme a los Documentos del Crédito DIP con respecto a los Bienes del Fideicomiso (o cualquier parte o porción de los mismos) hasta en tanto las Obligaciones Garantizadas sean totalmente pagadas, de conformidad con los términos y condiciones de los Documentos del Crédito DIP; en el entendido, que el Fideicomisario en Primer Lugar tendrá el derecho, mas no la obligación, de pagar dichos seguros cuando el Deudor no realice dichos pagos y el Deudor tendrá la obligación de reembolsar dicho pago al Fideicomisario en Primer Lugar, en el entendido, además, que dicha obligación de pago será, a partir de ese momento, parte de las Obligaciones Garantizadas.

9.2. Riesgos de Pérdida, Daños o Deterioro.

Para efectos del Artículo 401 de la LGTOC y de acuerdo con la Cláusula 2.3 de este Contrato, dado que los Fideicomitentes mantendrán la posesión de los Bienes del Fideicomiso (distintos a las Acciones del Fideicomiso, los Contratos de Crédito Subordinado y Derechos de Cobro de la Opción de Venta), cada Fideicomitente en este acto reconoce y acuerda que los riesgos derivados de la pérdida, daño o deterioro del valor de dichos Bienes del Fideicomiso transmitidos por cada uno de ellos, corren y correrán por su cuenta.

9.3. Aforo Mínimo.

Para los efectos de la Circular 1/2005 emitida por Banco de México, las Partes convienen que, durante la vigencia del presente Contrato, no será necesario mantener un aforo mínimo de los bienes que formen parte de los Bienes del Fideicomiso sobre el saldo insoluto de las Obligaciones Garantizadas. Para evitar cualquier duda, se hace constar que las partes del presente Contrato no convinieron acerca de lo dispuesto en el párrafo segundo del artículo 401 de la LGTOC; en el entendido, que dicha circunstancia no afectará de manera alguna las obligaciones de los Fideicomitentes de transferir cualesquiera de los Bienes Adicionales conforme a lo establecido en la Cláusula Ocho.

9.4. Disposición de Bienes del Fideicomiso.

El Deudor podrá instruir en cualquier momento al Fiduciario, inclusive para los efectos del Articulo 398, fracción III, de la LGTOC, para vender, transmitir o de cualquier otra forma disponer de cualesquier Bienes del Fideicomiso que constituyan parte del Complejo Petroquímico, en la medida en que dicho acto no contravenga la Orden DIP y los Documentos del Crédito DIP; siempre y cuando el Fideicomisario en Primer Lugar no haya entregado al Fiduciario un Aviso de Incumplimiento o, en caso de haberse entregado, el Evento de Incumplimiento para el cual fue emitido dicho Aviso de Incumplimiento haya sido dispensado o subsanado (según sea confirmado por escrito por el Fideicomisario en Primer Lugar). Para efectos del Artículo 399 de la LGTOC, las Partes acuerdan que no habrá restricciones respecto a la forma de valuación y/o contraprestación de cualesquier Bienes del Fideicomiso que conformen el Complejo Petroquímico que pretenda ser vendido o transmitido por el Deudor conforme a lo anterior, o en relación con las Personas que podrán comprar o de cualquier otra forma adquirir dichos Bienes del Fideicomiso. Los Bienes del Fideicomiso que sean vendidos, transmitidos o de cualquier otra forma dispuestos por el Deudor en términos de esta Cláusula Nueve, se considerarán automáticamente revertidos y transmitidos por el Fiduciario en favor del Deudor inmediatamente previo a su venta, transmisión o disposición por el Deudor; lo anterior, sin perjuicio del derecho del Deudor a que el Fiduciario, dentro de un plazo de cinco (5) Días Hábiles siguientes a partir de haber recibido la solicitud por escrito del Deudor, suscriba cualesquier documentos requeridos de manera razonable en dicha solicitud por escrito, incluyendo cualquier instrumento de reversión o poderes que puedan ser necesarios para tales efectos.

9.5. Obligaciones de los Fideicomitentes.

Durante la vigencia del presente Contrato y hasta en tanto permanezcan insolutas las Obligaciones Garantizadas, cada Fideicomitente, según resulte aplicable, deberá, en adición a las obligaciones establecidas en este Contrato y las demás obligaciones establecidas en la Orden DIP y conforme a cualquier otro Documento del Crédito DIP:

(a) En todo momento, por su propia cuenta, defender cada uno de los Bienes del Fideicomiso transmitidos o cedidos por los Fideicomitentes al Fiduciario conforme a este Contrato, contra cualesquiera reclamaciones o demandas de cualquier Persona, salvo instrucción por escrito en contrario por el Fiduciario o el Fideicomisario en Primer Lugar en cualquier momento después de la entrega de un Aviso de Incumplimiento. Para tales efectos, el Fiduciario otorgó ante notario público un poder especial revocable a cada Fideicomitente para cualquier reclamación o demanda de cualquier persona, sustancialmente en los términos del **Anexo "E"**; en el entendido, que la obligación de los Fideicomitentes conforme al presente inciso (a) es sin perjuicio de las medidas, acciones o procedimientos que el Fiduciario, en su carácter de propietario fiduciario de los Bienes del Fideicomiso, pueda adoptar o iniciar, por sí mismo o a través de apoderados, en términos de lo previsto en el presente Contrato y la legislación aplicable. El Fiduciario y el Fideicomisario en Primer Lugar convienen (con cargo a los Fideicomitentes) en cooperar razonablemente con cada Fideicomitente, a partir de una solicitud por escrito de cualquier Fideicomitente, en cualquier procedimiento mencionado en el párrafo inmediato anterior, o en cualquier otro que pudiere surgir en relación con la defensa de los Bienes del Fideicomiso;

(b) No alterar, excepto por el uso normal y desgaste, o destruir cualesquier mejoras en los Bienes del Fideicomiso, o cualquier parte de los mismos.

(c) No deberá llevar a cabo acción alguna que razonablemente pueda disminuir o limitar de cualquier forma los derechos del Fiduciario y/o del Fideicomisario en Primer Lugar y/o del Fideicomisario en Segundo Lugar de conformidad con este Contrato, ni se abstendrá de llevar a cabo cualquier acción cuya abstención pueda razonablemente resultar en una disminución o restricción.

CLÁUSULA DIEZ. RESPONSABILIDAD DEL FIDUCIARIO; PROTECCIÓN DE LOS BIENES DEL FIDEICOMISO.

(a) El Fiduciario conviene en administrar los Bienes del Fideicomiso de conformidad con los términos de este Contrato, cumplir con sus obligaciones y ejercer sus derechos conforme al mismo, y como un buen *pater familiae* de conformidad con la LGTOC.

(b) Sujeto a lo establecido en el inciso (h) siguiente, las Partes en este acto convienen que el Fiduciario no será responsable de acto u omisión alguno, incluyendo, sin limitación, la falta de recepción de instrucciones por escrito que no sean entregadas de conformidad con los términos de este Contrato, de cualquier Autoridad Gubernamental o de cualquier Parte o de cualquier tercero que pudiera impedir cumplir con los fines de este Contrato, excepto por negligencia, mala fe o dolo del Fiduciario.

(c) En caso de que los Bienes del Fideicomiso fueren insuficientes para cubrir las Obligaciones Garantizadas, el Fiduciario no tendrá responsabilidad alguna de realizar aportaciones a este Fideicomiso ni de hacer cualesquier pagos en relación con las Obligaciones Garantizadas.

(d) Los Fideicomitentes y el Fideicomisario en Primer Lugar tendrán la obligación de notificar por escrito al Fiduciario de cualquier reclamación que pudiera afectar al Fiduciario y/o los Bienes del Fideicomiso, así como de designar a una persona que se encargue de ejercer los derechos derivados de los mismos, o proceder a su defensa, sin que el Fiduciario asuma responsabilidad alguna por la actuación de dichos apoderados, ni por el pago de los honorarios o gastos que los mismos devenguen o causen. El Fiduciario otorgará los poderes a los individuos designados por los Fideicomitentes y/o el Fideicomisario en Primer Lugar para la defensa del Fiduciario y/o de los Bienes del Fideicomiso, dentro de los tres (3) Días Hábiles siguientes a la recepción de las instrucciones por parte del Fiduciario en relación con lo anterior. Todos los gastos y honorarios que se causen por las gestiones que lleven a cabo los apoderados, serán por cuenta de cada Fideicomitente (de forma mancomunada y no solidaria), respecto de los Bienes del Fideicomiso aportados por el Fideicomitente de que se trate, o con cargo a los Bienes del Fideicomiso, según sea el caso, sin que el Fiduciario asuma responsabilidad alguna por dichos conceptos.

(e) En cualquier momento en que el Fiduciario reciba algún aviso o reclamación, ya sea judicial o de cualquier otra índole, respecto de este Fideicomiso o tenga conocimiento de cualquier hecho que pueda afectar la propiedad de los Bienes del Fideicomiso, el Fiduciario notificará por escrito dicha circunstancia a los Fideicomitentes y al Fideicomisario en Primer Lugar y entregará una copia de dicho aviso o una descripción de la circunstancia respectiva a los Fideicomitentes y al Fideicomisario en Primer Lugar lo antes posible pero a más tardar dos (2) Días Hábiles siguientes a la fecha en que el Fiduciario reciba dicho aviso, demanda judicial o reclamo.

(f) En caso de que, a juicio del Fiduciario, exista una emergencia que requiera llevar a cabo alguna acción a efecto de proteger y mantener la propiedad de los Bienes del Fideicomiso y

cualesquier derechos derivados de los mismos, el Fiduciario estará obligado (independientemente de la obligación de los Fideicomitentes y del Fideicomisario en Primer Lugar de instruir al Fiduciario para que otorgue los poderes necesarios) a iniciar acción inmediata, tan pronto como sea posible, según se requiera para proteger los Bienes del Fideicomiso, y todos los costos y gastos serán con cargo a los fondos existentes que formen parte de los Bienes del Fideicomiso; en el entendido, que los Fideicomitentes reembolsarán (de forma mancomunada y no solidaria, respecto de los Bienes del Fideicomiso aportados por el Fideicomitente de que se trate) al Fiduciario todos los costos y gastos documentados en que hubiera incurrido el Fiduciario en relación con el inicio de las acciones antes mencionadas, a efecto de que el Fiduciario pueda continuar con las mismas y solamente en caso de que el Fideicomitente de que se trate no reembolse dichas cantidades (después del previo aviso a todas las Partes), éstas podrán ser deducidas de los Bienes del Fideicomiso por el Fiduciario.

(g) El Fiduciario tiene el derecho a ser representado por sus propios apoderados en cualquier procedimiento. Los Fideicomitentes serán responsables, de manera mancomunada y no solidaria, del pago y pagarán todos los gastos documentados y los honorarios relacionados con dichos procedimientos en la fecha en que lo solicite el Fiduciario, y solamente en caso de que los Fideicomitentes no pagaren dichas cantidades (después del previo aviso a todas las Partes), éstas podrán ser deducidas de los Bienes del Fideicomiso por el Fiduciario.

(h) El Fiduciario no será responsable de las acciones que lleve a cabo de conformidad con este Contrato y/o con las instrucciones, avisos y/o notificaciones que le sean entregadas por escrito por los Fideicomitentes o por el Fideicomisario en Primer Lugar, según sea el caso, en la medida que dichas Partes estén facultadas para girar instrucciones al Fiduciario conforme a este Contrato. El Fiduciario será responsable cuando actúe con negligencia, mala fe o dolo o en contravención con sus obligaciones conforme al inciso (a) de esta Cláusula Diez, según sea resuelto por autoridad competente en sentencia firme.

(i) El Fiduciario, directamente o a través del individuo designado por el Fideicomisario en Primer Lugar, tendrá el derecho de inspeccionar a solicitud del Fideicomisario en Primer Lugar, la condición de los Bienes del Fideicomiso y los Fideicomitentes permitirán que el Fiduciario visite e inspeccione los Bienes del Fideicomiso; en el entendido, que dicha visita o inspección no interferirá o interrumpirá, injustificadamente, la operación ordinaria del Deudor y/o del Proyecto y serán llevadas a cabo conforme a los términos de los Documentos del Crédito DIP.

(j) Para cumplir con el objeto de este Contrato, las Partes en este acto convienen que el Fiduciario tiene los poderes y facultades más amplias para actuar conforme al mismo según lo establecido en el artículo 391 de la LGTOC, incluyendo, sin limitar, poder (i) para disponer de los Bienes del Fideicomiso con las más amplias facultades otorgadas a los apoderados generales (incluyendo, sin limitación, la facultad de transferir los derechos y obligaciones relacionados con los Bienes del Fideicomiso en caso que hubiere un Procedimiento de Ejecución); (ii) para pleitos y cobranzas, para actos de administración y para actos de dominio, incluyendo aquellos que requieran cláusula especial ante autoridades federales, estatales y municipales, árbitros, entidades descentralizadas, personas o entidades en términos de los artículos 2554 y 2587 del Código Civil Federal y sus artículos correlativos de los Códigos Civiles de los Estados de la República; que incluirán poder para promover y desistirse del juicio de amparo, para presentar querellas, denuncias, coadyuvar con el Ministerio Público y demandar daños y perjuicios; (iii) poder general para aceptar, certificar, emitir, suscribir, garantizar, otorgar, endosar y de cualquier otra manera negociar títulos de crédito en términos del artículo 9 de la LGTOC; (iv) para abrir cuentas de banco,

hacer retiros de las cuentas y designar a las personas que puedan hacer retiros de dichas cuentas bancarias, y (v) poder para otorgar y revocar poderes otorgando a los apoderados designados las facultades señaladas por escrito de conformidad con los términos de este Contrato. Así mismo, el Deudor confirma la vigencia y el alcance de los poderes previamente otorgados en favor del Fiduciario y del Fideicomisario en Primer Lugar para ser ejercidos en sus términos de acuerdo a lo previstos en el Contrato.

(k) No obstante cualesquiera otras limitaciones a la responsabilidad del Fiduciario conforme a este Contrato, las Partes convienen que el Fiduciario no será responsable por, ni tendrá obligación alguna de, determinar, verificar, o investigar respecto de lo siguiente:

(i) cualquier declaración o manifestación que realicen los Fideicomitentes, el Fideicomisario en Primer Lugar o el Fideicomisario en Segundo Lugar conforme a este Contrato;

(ii) el contenido de cualquier certificado, reporte u otro documento entregado por cualquier Fideicomitente, el Fideicomisario en Primer Lugar o el Fideicomisario en Segundo Lugar conforme al presente Contrato o en relación con el mismo;

(iii) el cumplimiento por parte del Fideicomisario en Primer Lugar, el Fideicomisario en Segundo Lugar o los Fideicomitentes de cualquiera de sus obligaciones o convenios conforme a este Contrato;

(iv) la validez, exigibilidad, efectividad o autenticidad de los documentos entregados al Fiduciario (ya sea en original, copia, electrónicamente o de cualquier otra manera) y la posesión, identificación, administración y uso de los Bienes del Fideicomiso; y

(v) que ha ocurrido y continúe un Evento de Incumplimiento según lo determine el Fideicomisario en Primer Lugar o si cualquier Evento de Incumplimiento ha sido subsanado a satisfacción del Fideicomisario en Primer Lugar.

(l) Sin perjuicio de los derechos del Fiduciario derivados del presente Contrato y sujeto a los demás términos y condiciones establecidos en el mismo, el Fiduciario será responsable por los daños y perjuicios causados por el incumplimiento de sus obligaciones conforme el presente Contrato.

CLÁUSULA ONCE. INDEMNIZACIÓN.

(a) Los Fideicomitentes en este acto se obligan de forma mancomunada y no solidaria a indemnizar al Fiduciario, al Fideicomisario en Primer Lugar y a las Partes Garantizadas DIP, al Fideicomisario en Segundo Lugar y a las Partes Garantizadas 2021, así como a sus respectivos directores, funcionarios, delegados fiduciarios, empleados, agentes y asesores, y a sacarlos en paz y a salvo de cualesquiera pérdidas, responsabilidades, reclamaciones o daños a que cualquiera de ellos pudiera estar sujeto como resultado de la existencia, cumplimiento o ejecución de este Contrato, incluyendo sin limitación, dichas pérdidas, responsabilidades, reclamaciones o daños derivados de (i) cualquier incumplimiento por cualquier Fideicomitente respecto de cualquiera de las disposiciones contenidas en este Contrato, (ii) cualquier investigación, litigio o cualquier otro procedimiento relacionado con los anteriores, o (iii) cualquier acción o demanda presentada por

terceros en relación con cualquier Bien del Fideicomiso transferidos al Fiduciario; y los Fideicomitentes deberán reembolsar de forma mancomunada y no solidaria al Fiduciario, al Fideicomisario en Primer Lugar y a las Partes Garantizadas DIP, al Fideicomisario en Segundo Lugar y a las Partes Garantizadas 2021 y cada uno de sus respectivos directores, funcionarios, delegados fiduciarios, empleados, agentes o asesores, cualquier gasto documentado (incluyendo honorarios legales) en los que incurra en relación con dicha investigación o procedimiento, pero excluyendo aquellas pérdidas, responsabilidades, reclamaciones o daños incurridos por el Fiduciario, el Fideicomisario en Primer Lugar o las Partes Garantizadas DIP, el Fideicomisario en Segundo Lugar o las Partes Garantizadas 2021 como consecuencia de negligencia, mala fe o dolo del Fiduciario, del Fideicomisario en Primer Lugar o de las Partes Garantizadas DIP, del Fideicomisario en Segundo Lugar o las Partes Garantizadas 2021, según sea determinado por autoridad competente mediante sentencia firme.

(b) Los Fideicomitentes en este acto se obligan de forma mancomunada y no solidaria a indemnizar al Fiduciario y a sus respectivos directores, funcionarios, delegados fiduciarios, empleados, agentes y asesores, y a sacarlos en paz y a salvo de cualesquiera pérdidas, responsabilidades, reclamaciones o daños a que cualquiera de ellos pudiera estar sujeto como consecuencia o resultado del ejercicio por parte de cualquier apoderado de los poderes otorgados por el Fiduciario a favor del Fideicomitente de que se trate (o de conformidad con sus instrucciones) conforme a los términos del presente Contrato.

(c) El Fiduciario no responderá con sus propios bienes en caso de una situación que cause responsabilidades económicas sobre el Fideicomiso y/o los Bienes del Fideicomiso, como resultado de un acto u omisión por parte de (i) cualquiera de los Fideicomitentes, (ii) el Fideicomisario en Primer Lugar, (iii) el Fiduciario en cumplimiento del objeto del Fideicomiso (salvo en caso de negligencia, mala fe o dolo por parte del Fiduciario) y/o (iv) cualquier tercero.

(d) La responsabilidad del Deudor y el recurso en contra de los Bienes del Fideicomiso es ilimitada conforme a este Contrato, así como sus obligaciones que de éste se derivan (incluyendo sin limitación, las obligaciones de indemnización contenidas en el párrafo (a) anterior), pero la responsabilidad de Braskem Netherlands, Etileno SOFOM e IDESA conforme a este Contrato respecto de sus respectivas obligaciones está limitada a los Bienes del Fideicomiso aportadas por cada Persona. Salvo por lo establecido en la oración inmediatamente anterior en relación con la responsabilidad de Braskem Netherlands y/o Etileno y/o SOFOM e/o IDESA, en ningún caso Braskem Netherlands y/o Etileno y/o SOFOM e/o IDESA o cualquiera de sus funcionarios, directores o tenedores de capital social o derechos fideicomisarios con respecto al capital social del Deudor, cualesquier otros accionistas, o cualquier Afiliada del mismo (excluyendo al Deudor) serán personalmente responsables u obligados por dichas responsabilidades y obligaciones o cualesquier Obligaciones Garantizadas, salvo en el caso de malversación de fondos, fraude o dolo.

CLÁUSULA DOCE. SUSTITUCIÓN DEL FIDUCIARIO.

(a) Sujeto a, y de conformidad con, el párrafo (f) siguiente, el Fiduciario podrá renunciar a su cargo de fiduciario solamente en los términos del artículo 391 de la LGTOC, mediante aviso por escrito entregado a los Fideicomitentes y al Fideicomisario en Primer Lugar con por lo menos noventa (90) días naturales de anticipación a la fecha de su renuncia o, en caso de cualquier falta de pago al Fiduciario de cualesquiera honorarios, costos o gastos de conformidad con este Contrato, con por lo menos sesenta (60) días naturales de anticipación a la fecha en que dicha renuncia deba surtir sus efectos. Sujeto a lo señalado en el párrafo (c) siguiente, el Fiduciario podrá ser removido

con o sin causa, mediante aviso por escrito entregado al Fiduciario por parte del Fideicomisario en Primer Lugar, con por lo menos diez (10) días naturales de anticipación.

(b) En caso que el Fiduciario deje de actuar como fiduciario conforme al presente Contrato en virtud de una terminación anticipada de sus deberes de conformidad con el párrafo (a) anterior, el Fiduciario deberá preparar estados de cuenta, balances y cuentas relacionadas con los Bienes del Fideicomiso, los cuales deberán ser entregados dentro de los treinta (30) días naturales siguientes al aviso que al efecto haga a los Fideicomitentes y al Fideicomisario en Primer Lugar.

(c) Sujeto a, y de conformidad con, el párrafo (f) siguiente, el Fideicomisario en Primer Lugar podrá remover (en consulta con el Deudor, siempre y cuando no haya ocurrido y continúe un Incumplimiento o Evento de Incumplimiento) al Fiduciario, como fiduciario de este Fideicomiso, con o sin causa, mediante notificación por escrito al Fiduciario y a los Fideicomitentes con cuando menos cuarenta y cinco (45) días de anticipación; en el entendido, que ninguna remoción o renuncia del Fiduciario será considerada efectiva, a menos que el Fiduciario sustituto haya celebrado y entregado a los Fideicomitentes y al Fideicomisario en Primer Lugar la documentación necesaria para considerar a dicho Fiduciario sucesor sujeto a, y obligado por, las disposiciones de este Contrato. Al nombrar a cualquier Fiduciario sucesor, el Fideicomisario en Primer Lugar deberá de actuar en todo momento de conformidad con las instrucciones del Agente Interbancario (*Intercreditor Agent*), actuando de conformidad con el Convenio entre Acreedores (*Intercreditor Agreement*).

(d) El Fideicomisario en Primer Lugar y los Fideicomitentes realizarán esfuerzos comercialmente razonables para reemplazar al Fiduciario dentro del plazo de 90 (noventa) días naturales señalado en el inciso (a) anterior. Como consecuencia de lo anterior, el Fiduciario conviene que, en caso de sustitución, el Fiduciario continuará en su cargo de fiduciario de conformidad con este Contrato hasta que se hubiere designado un fiduciario sustituto.

(e) Cualquier fiduciario sustituto tendrá los mismos derechos y obligaciones que el Fiduciario designado conforme a este Contrato y será considerado como el "Fiduciario" para todos los efectos de este Contrato.

(f) Ninguna renuncia o remoción en términos de esta Cláusula Doce será considerada como válida hasta que:

(i) el sucesor del Fiduciario haya sido designado de conformidad con, y sujeto a, las disposiciones de esta Cláusula Doce;

(ii) el Fiduciario que renuncia o que es removido haya cedido a su sucesor todos los derechos y delegado todas sus obligaciones en su capacidad de Fiduciario conforme a este Fideicomiso; y

(iii) el sucesor del Fiduciario haya celebrado y entregado toda la documentación necesaria y acordado realizar todos los actos requeridos del Fiduciario conforme a este Contrato.

CLÁUSULA TRECE. HONORARIOS Y GASTOS DEL FIDUCIARIO.

El Fiduciario cobrará los honorarios que se señalan en el **Anexo "F"** de este Contrato, en la forma y tiempos especificados en el mismo y el Fiduciario conviene en emitir la factura correspondiente al Deudor contra el pago que realice el Deudor a la cuenta indicada en el **Anexo "F"**. El Fideicomisario en Primer Lugar y el Fideicomisario en Segundo Lugar no tendrán responsabilidad alguna en relación con el pago de cualesquier dichos honorarios o gastos del Fiduciario.

CLÁUSULA CATORCE. IMPUESTOS; CONTABILIDAD.

(a) Cualesquiera y todos los impuestos (incluyendo, sin limitación, cualesquier impuestos sobre la renta que sean aplicados mediante retención o de cualquier otra manera, impuestos por venta, impuestos al valor agregado, predial e impuesto al activo e Impuesto Empresarial a Tasa Única), contribuciones, derechos, aprovechamientos o determinaciones de cualquier naturaleza, presentes o que en el futuro imponga la autoridad correspondiente mediante la publicación de un nuevo ordenamiento, miscelánea, ley o reglamento, que sean impuestos a, o relacionados con, los Bienes del Fideicomiso, este Fideicomiso o en relación con el cumplimiento de los fines de este Contrato por parte del Fiduciario, serán pagados por los Fideicomitentes; en el entendido, que, el Fiduciario no será responsable por el cálculo, retención y pago de cualesquier impuestos, contribuciones, derechos, aprovechamientos o determinaciones, salvo que así lo requiera la legislación aplicable.

(b) En el caso de que las disposiciones de carácter fiscal sean reformadas y llegue a imponerse una carga fiscal con respecto a este Fideicomiso o los actos aquí contemplados, cualesquiera de dichas cargas fiscales serán a cargo de los Fideicomitentes, incluyendo la obligación de cumplir con las obligaciones que a cada uno de los Fideicomitentes le corresponde derivadas de la Ley del Impuesto Empresarial a Tasa Única.

(c) En el caso que por cualquier motivo las autoridades fiscales requieran de pago al Fiduciario por cualquier contribución, el Fiduciario informará a los Fideicomitentes, dentro de los tres (3) Días Hábiles siguientes a dicho requerimiento, para que ellos puedan llevar a cabo las acciones y pagos necesarios en cumplimiento de esta obligación.

(d) Si los Fideicomitentes incumplen con esta obligación y el Fiduciario es requerido de pago de cualquier contribución, el Fiduciario dará aviso a los Fideicomitentes para que provean de los fondos necesarios para cumplir con el requerimiento de la autoridad y, en caso de que no se reciba respuesta dentro de los tres (3) días naturales siguientes a la fecha en que el aviso fue entregado, el pago será a cargo directamente o a través de una tercera parte contratada para cumplir con esta obligación, con los Bienes del Fideicomiso y se dará aviso a los Fideicomitentes y al Fideicomisario en Primer Lugar. En ese caso, los Fideicomitentes estarán obligados a reembolsar al Fideicomiso todos los montos pagados.

(e) Los Fideicomitentes se obligan, de manera mancomunada y no solidaria, a sacar en paz y a salvo e indemnizar al Fiduciario, al Fideicomisario en Primer Lugar y el Fideicomisario en Segundo Lugar en caso de alguna contingencia en materia fiscal derivada de la operación del presente Contrato (incluyendo gastos y honorarios debidamente documentados de asesores fiscales, contables y abogados), siempre y cuando la misma no derive de la negligencia, mala fe o dolo del Fiduciario o del Fideicomisario en Primer Lugar, según sea determinado por autoridad competente en sentencia firme.

(f) Cualesquiera gastos derivados de la ejecución o celebración de este Contrato serán a cargo y por cuenta de los Fideicomitentes, de manera mancomunada y no solidaria, o ante el incumplimiento de los Fideicomitentes, con cargo a los Bienes del Fideicomiso. El Fiduciario o el Fideicomisario en Primer Lugar o el Fideicomisario en Segundo Lugar en ningún caso estarán obligados a realizar desembolsos de su patrimonio para cubrir dichos gastos, pero el Fiduciario deberá dar aviso a los Fideicomitentes, dentro de los tres (3) Días Hábiles siguientes a la fecha en que el Fiduciario tenga conocimiento de ello, sobre la necesidad de cubrir los mismos para que se le provea de los fondos suficientes con la debida anticipación.

CLÁUSULA QUINCE. REPORTES; INSPECCIONES.

(a) Durante la vigencia del presente Contrato, el Fiduciario se obliga en este acto a proporcionar al Fideicomisario en Primer Lugar y a los Fideicomitentes reportes mensuales dentro de los diez (10) Días Hábiles siguientes al fin de cada mes calendario, en relación con los bienes que formen parte de los Bienes del Fideicomiso, así como cualesquiera inversiones respecto de los mismos.

(b) Dichos reportes mensuales deberán ser preparados por el Fiduciario de conformidad con sus formatos autorizados internamente y deberá contener toda la información que determine el Fiduciario conforme a sus políticas institucionales; en el entendido, que el Fiduciario sólo será responsable de proporcionar los estados de cuenta que incluyen la información que indica el valor de los activos (balance final) al final del mes correspondiente, de acuerdo con la notificación mensual y/o trimestral que para estos efectos reciba del Deudor con el soporte correspondiente para registrar dichos valores.

(c) Las Partes convienen en que los reportes mensuales deberán ser enviados a través de medios electrónicos a sus respectivos correos electrónicos según se establece en, o de cualquier otra forma de conformidad con, la Cláusula Dieciocho de este Contrato.

(d) El Fideicomisario en Primer Lugar y los Fideicomitentes tendrán un periodo de quince (15) días contados a partir de la recepción de los reportes mensuales, para solicitar por escrito al Fiduciario cualquier aclaración en relación a dichos reportes mensuales; en el entendido, que una vez concluido dicho periodo sin que se solicite aclaración alguna, el reporte mensual de que se trate será considerado como aprobado por las Partes (salvo por error manifiesto), y en todos los casos sujeto a los estándares de conducta del Fiduciario establecidos en la Cláusula Diez del presente Contrato.

(e) Asimismo, el Fiduciario conviene en proporcionar al Fideicomisario en Primer Lugar y a los Fideicomitentes, a más tardar dentro de los diez (10) Días Hábiles siguientes a la fecha en que reciba una solicitud por escrito, toda la información que cualquiera de ellos le solicite por escrito de manera razonable en relación con este Contrato y con los Bienes del Fideicomiso.

(f) El Fideicomisario en Primer Lugar y, en la medida que no haya iniciado un Procedimiento de Ejecución, los Fideicomitentes, a través de sus representantes designados, podrán en cualquier momento durante la vigencia de este Contrato, mediante previo aviso al Fiduciario, revisar los archivos del Fiduciario relacionados con este Contrato. Para tales efectos, el Fiduciario deberá poner a disposición del Fideicomisario en Primer Lugar y, en la medida que no se haya iniciado algún Procedimiento de Ejecución, de los Fideicomitentes, inmediatamente, y en cualquier

caso, a más tardar siete (7) Días Hábiles siguientes a la notificación correspondiente, los archivos o registros relevantes. Cualquier inspección deberá ser realizada durante horas laborales.

CLÁUSULA DIECISÉIS. DURACIÓN E IRREVOCABILIDAD; REVERSIÓN.

(a) El presente Contrato es irrevocable y permanecerá vigente hasta que todas las Obligaciones Garantizadas hayan sido pagadas y cumplidas en su totalidad, lo cual deberá ser certificado por escrito por el Fideicomisario en Primer Lugar y el Fideicomisario en Segundo Lugar a solicitud del Deudor, y no podrá darse por terminado, salvo (i) en caso de que ocurra cualquiera de los supuestos señalados en el artículo 392 de la LGTOC (salvo por el que se señala en la fracción VI de dicho artículo) o (ii) en caso de venta de todos los Bienes del Fideicomiso de conformidad con los términos de este Contrato. La vigencia de este Contrato no podrá exceder de cincuenta (50) años.

(b) Una vez que este Contrato se dé por terminado de conformidad con sus términos, los Bienes del Fideicomiso se revertirán a favor del Fideicomitente que los aportó. Dentro de los diez (10) Días Hábiles siguientes a la terminación de este Contrato de conformidad con esta Cláusula Dieciséis, el Fiduciario, el Fideicomisario en Primer Lugar y el Fideicomisario en Segundo Lugar (con cargo al Deudor) deberán de firmar toda la documentación solicitada por el Deudor, necesaria para formalizar la transmisión a los Fideicomitentes de los Bienes del Fideicomiso, según sea el caso.

(c) Toda vez que los Fideicomitentes tienen el derecho de readquirir los Bienes del Fideicomiso, este Fideicomiso no calificará como un acto de enajenación en términos del artículo 14 del Código Fiscal de la Federación.

(d) El costo de los impuestos y honorarios relacionados con la reversión por parte del Fiduciario de los Bienes del Fideicomiso a los Fideicomitentes será pagado en su totalidad por el Fideicomitente respectivo. En caso de que por causas imputables a los Fideicomitentes, la formalización de la transmisión de los Bienes del Fideicomiso se retrasare, los Fideicomitentes compensarán, de forma mancomunada y no solidaria, al Fiduciario por cualesquiera gastos y desembolsos, incluyendo el pago de honorarios, según se establece en este Contrato. En caso de que la propiedad de los Bienes del Fideicomiso sea revertida a los Fideicomitentes, los Fideicomitentes no tendrán derecho alguno a presentar demandas contra el Fiduciario, el Fideicomisario en Primer Lugar o el Fideicomisario en Segundo Lugar respecto a la condición de los Bienes del Fideicomiso.

CLÁUSULA DIECISIETE. COMPROMISOS ADICIONALES.

Durante la vigencia del presente Contrato, los Fideicomitentes se obligan a llevar a cabo todos los actos que, en la opinión razonable del Fideicomisario en Primer Lugar o del Fiduciario, puedan ser necesarios para: (i) mantener en pleno vigor y efecto el Fideicomiso que se constituye por virtud del presente Contrato o para permitir al Fiduciario que realice cualesquiera y todos los actos que se señalan en este Contrato; (ii) proteger los derechos del Fideicomisario en Primer Lugar o del Fiduciario derivados de este Contrato, (iii) permitir al Fideicomisario en Primer Lugar o al Fiduciario ejercer y ejecutar sus derechos y recursos conforme a este Contrato, y (iv) llevar a cabo cualquier otro acto que sea necesario para perfeccionar el Fideicomiso que se constituye por virtud de este Contrato o cumplir con los fines del mismo, incluyendo sin limitación, la celebración y entrega de los instrumentos y documentos y la realización de los actos o hechos según sean

necesarios para efectos de obtener o conservar los derechos derivados de cada uno de los Bienes del Fideicomiso.

CLÁUSULA DIECIOCHO. AVISOS. Salvo por lo previsto en la Cláusula Diecisiete, todos los avisos y demás comunicaciones que se requieran conforme a este Contrato o que estén permitidas para su envío a cualquier Parte de este Contrato deberán ser realizadas por escrito, en inglés o español (acompañados de una traducción al inglés), y deberán ser entregadas ya sea personalmente o enviadas por servicio de mensajería especializada (overnight Courier) o por correo electrónico con copia del aviso o comunicación correspondiente en ".pdf." "tif." o en un formato similar, y deberán ser enviadas a los domicilios o correos electrónicos que se señalan más adelante, o, respecto de cada Parte, a cualquier otro domicilio o correo electrónico que designe dicha Parte mediante un aviso por escrito a las otras Partes; en el entendido, que si el Fideicomisario en Primer Lugar o el Fideicomisario en Segundo Lugar lo consideran necesario, podrán solicitar una traducción al idioma Inglés de cualquier aviso u otras comunicaciones recibidas por el Fideicomisario en Primer Lugar y/o el Fideicomisario en Segundo Lugar y todos los gastos y costos en relación con dicha traducción y en relación con cualesquier traducciones elaboradas o solicitadas al Fiduciario, serán con cargo a los Bienes del Fideicomiso. En tanto que las demás Partes no reciban un aviso de cambio de domicilio de conformidad con el presente, los avisos que se entreguen en los domicilios que se indican más adelante surtirán plenos efectos. Todos los avisos y comunicaciones surtirán plenos efectos cuando sean acusados de recibo. Las Partes señalan como sus domicilios los siguientes:

Braskem Idesa, S.A.P.I.:
Blvd. Manuel Ávila Camacho 36 piso 24, Colonia Lomas de Chapultepec, México, Ciudad de México, C.P. 11000, México.
Atención: Alonso Gómez del Campo Estrada y/o Gustavo Gindler Sergi
Correo Electrónico: gustavo.sergi@braskem.com y alonso.gomez@braskem.com

Braskem Netherlands B.V.:
Weena 240 Tower C, 9th Floor, 3012 NJ Rotterdam, The Netherlands.
Atención: [•].
Correo Electrónico: [•].

Braskem México Proyectos, S.A. de C.V., SOFOM, E.N.R.:
Blvd. Manuel Ávila Camacho 36 piso 24, Colonia Lomas de Chapultepec, México, Ciudad de México, C.P. 11000, México.
Atención: Alonso Gómez del Campo Estrada y/o Gustavo Gindler Sergi
Correo Electrónico: gustavo.sergi@braskem.com; alonso.gomez@braskem.com

Etileno XXI, S.A. de C.V.:
[•]
Atención: Héctor Javier Monroy Domínguez y/o Mauricio Hajj Slim
Correo Electrónico: Hmonroy@idesa.com.mx; mhajj@idesa.com.mx

Grupo Idesa, S.A. de C.V.:
[•]
Atención: Héctor Javier Monroy Domínguez y/o Mauricio Hajj Slim
Correo Electrónico: Hmonroy@idesa.com.mx; mhajj@idesa.com.mx

El Fiduciario:
Blvd. Manuel Ávila Camacho #40, piso 22, Lomas Virreyes Lomas de Chapultepec III Sección Miguel Hidalgo CP 11000 CDMX, Torre Esmeralda #1.
Teléfono: 55-52-84-62-00,
correo: instruccionesmexico@multiva.com.mx, monserrat.uriarte@multiva.com.mx

El Fideicomisario en Primer Lugar:
Av. Presidente Masaryk 111, Piso 1,
Col. Polanco V Sección, Miguel Hidalgo, C.P. 11560, Ciudad de México
Atención: Adrian P. Owen y/o Paulina López y/o Veronica Hay Gomez
Correo Electrónico: capital.markets.mexico@tmf-group.com y/o veronica.haygomez@tmf-group.com y/o adrian.owen@tmf-group.com
Teléfono: (52) 55 1102 - 5460

Con copia sin que constituya notificación:

Jones Day México
Av. Paseo de la Reforma 342, Piso 30, Col. Juárez, Cuauhtémoc, C.P. 06600, Ciudad México.
Atención: Arturo de la Parra
Correo Electrónico: arturodelaparra@jonesday.com

El Fideicomisario en Segundo Lugar
1 Columbus Circle, Piso 17
Mail Stop: NYC01-1710
Nueva York, NY 10019
Atención: Administrative Agent Services – Etileno
Correo: jennifer.vandyne@db.com

CLÁUSULA DIECINUEVE. LEGISLACIÓN AMBIENTAL.

Los Fideicomitentes acuerdan expresamente que el Fiduciario, el Fideicomisario en Primer Lugar y el Fideicomisario en Segundo Lugar no serán responsables de cualesquier pérdidas o daños alguno causados a terceros, al ambiente o a la salud pública como consecuencia de la contaminación o presencia de Materiales Peligrosos en el Proyecto, y acuerdan indemnizar de forma mancomunada y no solidaria al Fiduciario, al Fideicomisario en Primer Lugar, al Fideicomisario en Segundo Lugar y sus respectivos directores, funcionarios, delegados fiduciarios, empleados, agentes y asesores, y a sacarlos en paz y a salvo, de cualquier demanda, acciones, investigaciones o avisos por escrito de cualquier Persona que alegando una posible responsabilidad (incluyendo, sin limitación, posibles costos de investigación, costos de limpieza, costos de respuesta gubernamental, daños causados a recursos naturales, daños personales o sanciones) derivadas de, basadas en, o causadas por (i) la presencia o, liberación en el ambiente de cualquier Residuo Peligroso en el Proyecto, (ii) el incumplimiento con cualquier permiso de cualquier Autoridad Gubernamental requerido por cualquier Legislación Ambiental aplicable en materia ambiental, o (iii) circunstancias que sean las bases de una violación, o supuesta violación a cualquier Legislación Ambiental aplicable.

CLÁUSULA VEINTE. AUSENCIA DE ACTIVIDADES EMPRESARIALES; LIBROS Y REGISTROS DE CONTABILIDAD.

Las Partes reconocen en este acto que el Fiduciario no llevará a cabo actividad empresarial alguna y, en consecuencia, no es necesario mantener cuentas o registros de contabilidad conforme a los estándares de información financiera de México, y sólo le será requerido mantener los registros que en este Contrato se mencionan.

CLÁUSULA VEINTIUNO. MODIFICACIONES.

Este Contrato no podrá ser modificado, adicionado o renunciado excepto mediante instrumento público firmado por cada una de las Partes de este Contrato; en el entendido, que cualquier modificación, adición o renuncia a este Contrato que modifique de cualquier forma los derechos y las obligaciones de las partes deberá: (i) efectuarse conforme a la Orden DIP y los Documentos del Crédito DIP, y (ii) ser inscrito en el Registro Público correspondiente, en tanto sea necesario conforme a la legislación aplicable o, en la medida que sea requerido por el Fideicomisario en Primer Lugar a su entera discreción.

CLÁUSULA VEINTIDÓS. CESIÓN.

(a) Ni el Fiduciario, ni cualquiera de los Fideicomitentes podrán ceder, transferir o gravar sus derechos ni delegar sus obligaciones conforme al presente Contrato sin el consentimiento previo y por escrito del Fideicomisario en Primer Lugar y del Fideicomisario en Segundo Lugar. En cualquier caso, dicha cesión o transferencia estará sujeta al previo envío de información *Know Your Customer* que le solicite el Fiduciario.

(b) El Fideicomisario en Primer Lugar solamente podrá ceder, transferir o gravar sus derechos o delegar sus obligaciones conforme a este Contrato, según le sea permitido ceder, transferir o gravar sus derechos o delegar o dar por terminada sus obligaciones como Agente de Garantías de las Partes Garantizadas DIP conforme a los Documentos del Crédito DIP y sujeto al previo envío de información *Know Your Customer* que le solicite el Fiduciario.

(c) El Fideicomisario en Segundo Lugar solamente podrá ceder, transferir o gravar sus derechos o delegar sus obligaciones conforme a este Contrato, según le sea permitido ceder, transferir o gravar sus derechos o delegar o dar por terminada sus obligaciones conforme al Convenio entre Acreedores 2021 y sujeto al previo envío de información *Know Your Customer* que le solicite el Fiduciario.

CLÁUSULA VEINTITRÉS. LEY APLICABLE; JURISDICCIÓN. PROCEDIMIENTO DE EJECUCIÓN.

(a) Ley Aplicable; Jurisdicción. Este Contrato estará regido y se interpretará de conformidad con las leyes Federales de México. Para la interpretación, ejecución y cumplimiento de este Contrato, las Partes se sujetan expresa e irrevocablemente a la jurisdicción de los tribunales federales competentes en la Ciudad de México, renunciando expresamente a cualquier otra jurisdicción que les puedan corresponder en razón de sus domicilios presentes o futuros o por cualquier otra razón; lo anterior, sin perjuicio de lo acordado por las Partes en el inciso (b) siguiente, relativo al Procedimiento de Ejecución, el cual se regirá por sus propios términos y condiciones.

(b) Procedimiento de Ejecución.

Venta de los Bienes del Fideicomiso. Sin perjuicio de los demás derechos del Fideicomisario en Primer Lugar conforme a este Contrato, en caso de que el Fideicomisario en Primer Lugar entregue al Fiduciario una Solicitud de Ejecución, en donde instruya al Fiduciario que inicie los recursos que estén a su disposición conforme a esta Cláusula Veintitrés, entonces el Fiduciario actuará de conformidad con el siguiente procedimiento de ejecución para enajenar extrajudicialmente y a título oneroso los Bienes de Fideicomiso (el "Procedimiento de Ejecución"), el cual ha sido convenido por las Partes de este Contrato con fundamento en el artículo 403 de la LGTOC.

(i) En caso de que el Fiduciario reciba una Solicitud de Ejecución por parte del Fideicomisario en Primer Lugar en términos del formato que se acompaña al presente como Anexo "K", (en lo sucesivo, la "Solicitud de Ejecución" y, la fecha de entrega de la misma, la "Fecha de Solicitud de Ejecución") que establezca que ha ocurrido un Evento de Incumplimiento y mediante la cual el Fideicomisario en Primer Lugar solicite al Fiduciario la venta de todos o de parte de los Bienes del Fideicomiso, de conformidad con las instrucciones del Fideicomisario en Primer Lugar contenidas en la Solicitud de Ejecución (en lo sucesivo, los "Bienes Seleccionados del Fideicomiso"), para pagar las Obligaciones Garantizadas, el Fiduciario procederá a la venta de los Bienes Seleccionados del Fideicomiso según se establece a continuación.

(ii) El Fiduciario entregará una copia de la Solicitud de Ejecución a los Fideicomitentes y al Fideicomisario en Segundo Lugar, dentro de los (2) Días Hábiles siguientes a la recepción del Fiduciario de la Solicitud de Ejecución, a través de un notario o corredor público seleccionado por el Fiduciario al domicilio que se señala en el presente Contrato, sea personalmente o mediante correo electrónico en términos de la cláusula Dieciocho del Contrato, en el entendido de que dichos gastos serán a cargo del Deudor.

(iii) Los Fideicomitentes tendrán cinco (5) Días Hábiles a partir de la entrega de la notificación descrita en el párrafo (ii) anterior, para presentar al Fiduciario constancia del pago de cualquier obligación exigible o constancia de que la obligación cuyo incumplimiento ha sido notificado, no ha sido incumplida o ha sido prorrogada, condonada, rechazada o modificada en el entendido de que el Fiduciario deberá solicitar al Fideicomisario en Primer Lugar, una confirmación por escrito de que dicha(s) obligación(es) han sido pagadas en su totalidad, prorrogadas, condonadas, rechazadas o modificadas, según sea el caso.

(iv) En caso de que (a) los Fideicomitentes no entreguen la constancia de pago, prórroga, condonación, rechazo o modificación referidas en el párrafo (iii) anterior dentro del plazo referido en el mismo o (b) los Fideicomitentes entreguen dicha constancia de pago, prórroga condonación, rechazo o modificación y el Fideicomisario en Primer Lugar compruebe por escrito al Fiduciario (habiendo entregado copia de dicha comprobación a los Fideicomitentes) que dicha constancia no es válida, fundada o eficaz y, por lo tanto, las Obligaciones Garantizadas no han sido totalmente pagadas, prorrogadas, condonadas, rechazadas o modificadas, el Fiduciario podrá iniciar de inmediato el procedimiento establecido en el presente para realizar la venta de los Bienes

Seleccionados del Fideicomiso, de conformidad con las instrucciones del Fideicomisario en Primer Lugar.

(v) El Fideicomisario en Primer Lugar deberá designar a un consultor independiente o a un banco de inversión (el "Consultor") a efecto de que organice y coordine el procedimiento de subasta establecido en el presente y prepare la documentación correspondiente; en el entendido que, el Fideicomisario en Primer Lugar podrá sustituir al Consultor en cualquier momento (con o sin causa).

(vi) El Fiduciario deberá designar a una institución financiera de entre tres instituciones financieras de prestigio internacional propuestas por el Fideicomisario en Primer Lugar, para la valuación de los Bienes Seleccionados del Fideicomiso.

(vii) El valuador designado por el Fiduciario (el "Valuador del Fiduciario") deberá determinar el valor de mercado de los Bienes Seleccionados del Fideicomiso a la terminación del mes inmediato anterior a aquel en que se haya realizado el avalúo (el "Valor de Avalúo"), de conformidad con prácticas de avalúo consistentes con las prácticas de mercado generalmente reconocidas y demás procedimientos y prácticas de valuación que el valuador considere aplicables. El Valuador del Fiduciario deberá realizar sus mejores esfuerzos para determinar el Valor de Avalúo dentro de los veinte (20) días naturales siguientes a su designación. El reporte preparado por el Valuador del Fiduciario y relacionado con el Valor de Avalúo deberá presentarse por escrito y deberá incluir una descripción detallada de la metodología y procedimientos usados para determinar el Valor de Avalúo. El costo del avalúo deberá ser deducido de los recursos de la venta de los Bienes Seleccionados del Fideicomiso.

(viii) Los Fideicomitentes en este acto acuerdan preparar y entregar oportunamente al Fiduciario o al Consultor cualquier información que les sea razonablemente solicitada por escrito por el Fiduciario, el Consultor o el Fideicomisario en Primer Lugar (ya sea legal, financiera o de cualquier otra naturaleza), que sea necesaria o conveniente para que un comprador entregue una propuesta informada; en el entendido que el Consultor podrá obtener dicha información de otras fuentes.

(ix) A partir de la solicitud por escrito del Consultor y siempre y cuando el Fideicomisario en Primer Lugar proporcione todas las cantidades que sean razonablemente necesarias, el Fiduciario deberá emitir y/o publicar las invitaciones y avisos a los posibles compradores y llevará a cabo los actos solicitados por el Consultor y el Fideicomisario en Primer Lugar respecto de la entrega de las propuestas; en el entendido que no será necesario llevar a cabo oferta pública alguna, en el entendido además que, todas las notificaciones a los posibles compradores deberán contener expresamente que el Fiduciario se reserva su derecho para suspender o cancelar el procedimiento de subasta en cualquier momento sin incurrir en responsabilidad alguna por parte del Fiduciario o cualquiera de las partes del Contrato de Fideicomiso de Garantía. Las propuestas deberán contener de manera específica el precio de oferta correspondiente a los Bienes Seleccionados del Fideicomiso en términos del párrafo (xii) siguiente.

(x) El Consultor y/o el notario público o corredor seleccionado por el Fiduciario con previa autorización del Fideicomisario en Primer Lugar, deberá identificar a los potenciales compradores y deberá realizar una pre-calificación de los potenciales compradores y deberá notificar al Fideicomisario en Primer Lugar sobre los resultados de dicho procedimiento.

(xi) Los participantes pre-calificados deberán entregar sus propuestas por escrito en un sobre cerrado, en la fecha y hora indicados en la notificación correspondiente, y si así lo requiere la notificación correspondiente, junto con una carta de crédito emitida por una institución financiera reconocida o un cheque certificado emitido a favor del Fiduciario por la cantidad y en los términos señalados por el Fiduciario (según lo solicite el Fideicomisario en Primer Lugar o el Consultor) para garantizar la propuesta; misma garantía que será reintegrada a los participantes dentro de los tres (3) Días Hábiles siguientes a la fecha en que se haya consumado la venta de los Bienes Seleccionados del Fideicomiso y el participante adjudicatario haya cubierto íntegramente el precio de compra. El precio de oferta para los Bienes Seleccionados del Fideicomiso en la primera subasta pública deberá ser por el 100% (cien por ciento) del Valor de Avalúo final. Si la venta de los Bienes Seleccionados del Fideicomiso no es adjudicada a ningún comprador en la primera subasta pública, el precio de oferta para los Bienes Seleccionados del Fideicomiso en una segunda o ulterior subasta será determinado por el Fiduciario, de conformidad con las instrucciones del Fideicomisario en Primer Lugar.

(xii) El Fiduciario deberá abrir los sobres cerrados en presencia de los participantes, sus representantes y el notario público o corredor seleccionado, en la fecha y hora señaladas para la venta de los Bienes Seleccionados del Fideicomiso. Una vez abiertas las propuestas, el Fiduciario, conforme a las instrucciones del Fideicomisario en Primer Lugar, concederá a los participantes una oportunidad razonable para mejorar sus propuestas económicas mediante un procedimiento de pujas sucesivas, sujeto a las siguientes reglas: (A) el Fiduciario comunicará a todos los participantes el monto de la propuesta más alta recibida (sin revelar la identidad del proponente); (B) cada participante tendrá un plazo de quince (15) minutos, contados a partir de dicha comunicación, para presentar verbalmente o por escrito, en la misma reunión, una propuesta mejorada; (C) las propuestas mejoradas deberán superar la propuesta más alta previamente comunicada en al menos un 1% (uno por ciento); (D) el procedimiento de pujas sucesivas se repetirá hasta que en una ronda ninguno de los participantes presente una propuesta mejorada, momento en el cual se declarará cerrado el procedimiento de pujas; y (E) el Fideicomisario en Primer Lugar podrá instruir al Fiduciario a establecer un número máximo de rondas de pujas.

(xiii) El Fiduciario deberá adjudicar la subasta al participante que haya entregado la propuesta con los mejores términos y condiciones, según lo determine el Fideicomisario en Primer Lugar después de concluido el procedimiento referido en el apartado anterior; en el entendido que dicha adjudicación se considerará irrevocable y definitiva para todos los efectos legales.

(xiv) A menos que el Fiduciario (conforme a las instrucciones del Fideicomisario en Primer Lugar) determine lo contrario, el participante seleccionado deberá pagar en

efectivo el precio dentro de los cinco (5) Días Hábiles siguientes a la notificación de adjudicación en los términos del párrafo (xiii) anterior y, el Fiduciario, previa solicitud del Consultor o del Fideicomisario en Primer Lugar, transmitirá los Bienes Seleccionados del Fideicomiso dentro de los quince (15) Días Hábiles siguientes a la fecha de pago y depositará los recursos de dicha venta a la cuenta que le indique por escrito el Fideicomisario en Primer Lugar.

(xv) Si el participante seleccionado no realiza el pago del precio dentro del plazo establecido en el párrafo (xvi) anterior, la carta de crédito o el cheque certificado será cobrado en beneficio del Fideicomisario en Primer Lugar y dichas cantidades serán depositadas en la cuenta que indique por escrito el Fideicomisario en Primer Lugar.

(xvi) El Fiduciario, a partir del vencimiento del plazo señalado en el párrafo (xvi) anterior sin que se haya efectuado el pago del precio ofrecido, notificará de dicha situación dentro de los tres (3) Días Hábiles siguientes, según lo determine el Fideicomisario en Primer Lugar, al participante cuya propuesta haya quedado en segundo lugar. Si el participante cuya propuesta haya quedado en segundo lugar mantiene su propuesta inicial, se otorgará a dicho participante un período de tiempo (a ser determinado por el Fideicomisario en Primer Lugar) para realizar el pago el precio de compra. Si dicho participante en segundo lugar no mantiene su oferta, el Fiduciario contactará a todos los participantes en orden descendiente conforme al procedimiento descrito anteriormente.

(xvii) Si la venta de los Bienes Seleccionados del Fideicomiso no es adjudicada a ningún participante conforme al procedimiento descrito anteriormente, el Fiduciario deberá convocar una a nueva subasta en sustancialmente los mismos términos del procedimiento señalado anteriormente (excluyendo, para evitar cualquier duda, el proceso de valuación), el cual será repetido hasta que los Bienes Seleccionados del Fideicomiso sean vendidos.

(xviii) A partir del momento en que se realice el pago del precio de compra de los Bienes Seleccionados del Fideicomiso de conformidad con el párrafo (xvi) anterior, el Fiduciario transmitirá los Bienes Seleccionados del Fideicomiso al participante seleccionado y depositará los recursos de dicha venta a la cuenta que por escrito le indique el Fideicomisario en Primer Lugar; en caso de existir remanente una vez cubiertas las cantidades que correspondan a éste de conformidad con la Orden DIP y con los requerimientos de los Documentos del Crédito DIP, en la cuenta que por escrito indique el Fideicomisario en Segundo Lugar; y en caso de existir remanente una vez cubiertas las cantidades que correspondan a éste de conformidad con el Convenio entre Acreedores 2021, en la cuenta que por escrito indiquen los Fideicomitentes.

(xix) La venta de los Bienes Seleccionados del Fideicomiso conforme al procedimiento aquí establecido podrá requerir de la notificación a la Comisión Federal de Competencia, en términos de la Ley Federal de Competencia Económica y otras leyes aplicables en México.

(xx) Las partes en este acto acuerdan que (i) el Fideicomisario en Primer Lugar podrá instruir por escrito al Fiduciario, en cualquier momento durante el procedimiento, la suspensión o cancelación de dicho procedimiento o a la negativa para aceptar una propuesta de cualquier participante, sin que el Fideicomisario en Primer Lugar tenga que justificar por escrito las razones de dicha suspensión, cancelación o negativa, y (ii) el Fideicomisario en Primer Lugar deberá instruir al Fiduciario la cancelación del procedimiento de ejecución establecido en el presente, si en cualquier momento durante dicho procedimiento las Obligaciones Garantizadas pendientes son subsanadas, pagadas en su totalidad, condonadas, declinadas o modificadas a partir de esa fecha, lo cual deberá ser confirmado por escrito al Fiduciario por el Fideicomisario en Primer Lugar.

Las Partes acuerdan en este acto que el Fideicomisario en Primer Lugar será el único autorizado para iniciar, suspender o cancelar el Procedimiento de Ejecución y para instruir al Fiduciario en relación con el mismo. Todas las acciones requeridas del Fiduciario en relación con el Procedimiento de Ejecución serán llevadas a cabo por el Fiduciario (a través del agente y/o el individuo que el Fideicomisario en Primer Lugar instruya al Fiduciario que contrate para dichos efectos). El Fiduciario deberá actuar de conformidad con las instrucciones por escrito del Fideicomisario en Primer Lugar con respecto a cualesquiera asuntos no contemplados expresamente en el Procedimiento de Ejecución. A partir de la recepción por el Fiduciario de un Aviso de Incumplimiento, todas las notificaciones que deban ser realizadas por el Fiduciario al Fideicomisario en Primer Lugar deberán incluir una solicitud de instrucciones con respecto al ejercicio de los derechos corporativos relacionados con las Acciones del Fideicomiso.

El Fideicomisario en Primer Lugar, el Fideicomisario en Segundo Lugar y el Fiduciario acuerdan en este acto, que ninguno de ellos ha asumido, ni asumirá responsabilidad u obligación alguna de cualquier naturaleza, ya sea expresa o implícita, en relación con la exactitud o integridad de la información que los Fideicomitentes entreguen a potenciales adquirentes en relación con la venta de los Bienes del Fideicomiso.

El comprador de todo o parte de los Bienes del Fideicomiso deberá pagar al Fiduciario, para su depósito en la cuenta que el Fideicomisario en Primer Lugar le instruya por escrito, cualquier impuesto al valor agregado y demás impuestos que resulten aplicables como resultado de la venta de los Bienes del Fideicomiso. Una vez cubiertas en su totalidad dichas cantidades, cualquier remanente deberá depositarse en la cuenta que por escrito indique el Fideicomisario en Segundo Lugar, incluyendo, en su caso, las cantidades correspondientes al impuesto al valor agregado y cualesquiera otros impuestos aplicables que deban ser cubiertos a favor de este último con motivo de dicha venta. La parte correspondiente deberá de presentar las declaraciones fiscales correspondientes conforme a la legislación aplicable.

Cualesquier recursos procedentes de un Procedimiento de Ejecución realizado por el Fiduciario (distintos a recursos aplicados al pago de impuestos) deberán ser mantenidos por el Fiduciario y depositados en la cuenta que el Fideicomisario en Primer Lugar instruya por escrito, hasta por el monto total que le corresponda conforme a la Orden DIP y los Documentos del Crédito DIP; y, una vez cubiertas íntegramente las cantidades que correspondan al Fideicomisario en Primer Lugar, cualquier remanente deberá ser depositado en la cuenta que por escrito indique el Fideicomisario en Segundo Lugar, para su aplicación conforme al Convenio entre Acreedores 2021.

[*Espacio dejado intencionalmente en blanco; siguen hojas de firma*]

LOS FIDEICOMITENTES Y FIDEICOMISARIOS EN TERCER LUGAR

Braskem Idesa, S.A.P.I.

_____
Nombre: [•]
Cargo: [•]

Braskem Netherlands B.V.

_____
Nombre: [•]
Cargo: [•]

Etileno XXI, S.A. de C.V.

_____
Nombre: [•]
Cargo: [•]

Braskem México Proyectos, S.A. de C.V., Sociedad Financiera de Objeto Múltiple, E.N.R.

_____
Nombre: [•]
Cargo: [•]

Grupo Idesa, S.A. de C.V.

_____
Nombre: [•]
Cargo: [•]

[*Hoja de Firmas que corresponde al Procedimiento de ejecución del Contrato de Fideicomiso Irrevocable de Garantía y Administración Número DB/1611*]

CLÁUSULA VEINTICUATRO. ENCABEZADOS; EJEMPLARES. Los encabezados que se utilizan en este Contrato son únicamente para efectos de conveniencia en la referencia y no se utilizarán para interpretar las disposiciones de este Contrato. Este Contrato podrá firmarse en cualquier número de ejemplares y por las distintas Partes de este Contrato en ejemplares separados, cada uno de ellos, una vez suscrito y entregado, será obligatorio para las Partes de este Contrato, pero todos ellos conjuntamente se considerarán como un solo y mismo instrumento.

CLÁUSULA VEINTICINCO. INFORMACIÓN.

(a) Adicionalmente a cualquier obligación de responsabilidad bajo la legislación aplicable, el Fiduciario conviene en mantener confidencialidad respecto de la Información (como se define más adelante), excepto por aquella Información que puede ser revelada (i) a sus Afiliadas y sus respectivos gerentes, administradores, fiduciarios, socios, directores, funcionarios, empleados, agentes, asesores y otros representantes que necesiten saberla (en la inteligencia que, a las Personas a quienes se les revela la información se les informará sobre el carácter confidencial de dicha información y serán instruidas a mantener, y dichas Personas acuerdan mantener, dicha Información como confidencial conforme a los términos de esta Cláusula Veinticinco; en el entendido, que el Fiduciario será responsable de cualquier incumplimiento por cualquiera de ellas); (ii) en la medida en que sea solicitada por cualquier autoridad regulatoria que pretenda tener jurisdicción sobre ésta, y sólo revele la Información estrictamente necesaria para dar cumplimiento a dicho requerimiento; (iii) en la medida en que sea requerida por la legislación aplicable o por orden judicial de un órgano jurisdiccional con competencia, y sólo revelará la Información estrictamente necesaria para cumplir con dicha orden; (iv) a cualquiera otra parte de este Contrato; (v) en la medida en que sea necesario para cumplir con los fines de este Contrato o en el ejercicio de los recursos establecidos en este Contrato o cualquier otra-acción o procedimiento relacionado con este Contrato o el cumplimiento forzoso de los derechos de este Contrato (en el entendido, que las Personas a las que les sea revelada la Información, serán informadas sobre la naturaleza confidencial de la Información y serán instruidas a, y dichas Personas convienen en, mantener la Información confidencial conforme a los términos de esta Cláusula Veinticinco; en el entendido, que el Fiduciario será responsable de la violación por cualesquiera dichas Personas); (vi) sujeto a un convenio que contenga disposiciones sustancialmente similares a las de esta Cláusula Veinticinco, para cualquier cesionario o posible cesionario de cualquiera de los derechos u obligaciones conforme a este Contrato; (vii) con el consentimiento de los Fideicomitentes o el Fideicomisario en Primer Lugar; o (viii) en la medida en que dicha Información (x) se encuentre disponible al público y que esto no sea resultado de un incumplimiento de esta Cláusula Veinticinco por una parte distinta a la parte reveladora o (y) se ponga a disposición del Fiduciario o cualquiera de sus Afiliados de forma no confidencial por una fuente distinta a los Fideicomitentes o el Fideicomisario en Primer Lugar, según sea el caso.

(b) En el caso de que el Fiduciario sea solicitado o requerido para revelar la Información, el Fiduciario dará aviso al Deudor de dicha solicitud o requerimientos dentro de los tres (3) Días Hábiles siguientes después de recibir dicho aviso, a efecto de que el Deudor a su costo, busque una orden de protección u otro remedio apropiado, o renuncie al cumplimiento de esta Cláusula Veinticinco.

(c) Para efectos de esta Cláusula Veinticinco, "Información" significa toda información (en cualquier formato) recibida por parte de los Fideicomitentes o el Fideicomisario en Primer Lugar o cualquiera de sus respectivos negocios, distinta a aquella información que esté disponible para el Fiduciario de forma no confidencial previo a la divulgación por parte de los Fideicomitentes o el

Fideicomisario en Primer Lugar. Se considerará que toda Persona que esté obligada a mantener confidencialidad de la Información de acuerdo a lo establecido en esta Cláusula Veinticinco, ha cumplido con dicha obligación, si dicha Persona ha tenido el mismo grado de diligencia en mantener la confidencialidad de la Información tal y como lo haría con su propia información confidencial.

(d) El Fiduciario reconoce que (i) la Información podrá incluir información confidencial relevante relacionada con los Fideicomitentes o el Fideicomisario en Primer Lugar, según sea el caso; (ii) ha desarrollado procedimientos de cumplimiento en relación con el uso de información confidencial relevante y (iii) manejará dicha información confidencial relevante conforme a la legislación aplicable.

CLÁUSULA VEINTISÉIS. INDEPENDENCIA DEL CLAUSULADO.

Las Partes convienen que, en el supuesto de que alguna de las disposiciones de este Contrato resulte ser inválida o ilegal, dichas disposiciones, en la medida en que lo permita la legislación aplicable, se tendrán por no puestas y el resto de las disposiciones de este Contrato permanecerán válidas y aplicables.

CLÁUSULA VEINTISIETE. INSTRUCCIONES AL FIDUCIARIO; REGISTRO DE FIRMAS.

(a) Las Partes acuerdan que, en relación con los avisos que se deban entregar conforme a este Contrato, el Fiduciario será instruido en términos de este Contrato por un Representante Autorizado de las Partes mediante cartas de instrucción, las cuales deberán estar dirigidas al Fiduciario y deberán ser enviadas en original debidamente firmadas o en imagen "pdf." vía correo electrónico, a la dirección del Fiduciario conforme a la Cláusula Veintiocho.

(b) Las cartas de instrucción descritas en el párrafo inmediato anterior deberán cumplir con los siguientes requisitos:

(i) estar dirigida a Banco Multiva, S.A., Institución de Banca Múltiple, Grupo Financiero Multiva, División Fiduciaria;

(ii) hacer referencia al fideicomiso número DB/1611;

(iii) hacer referencia a la cláusula de este Contrato y/o de cualquier otro documento o Documento del Crédito DIP conforme a la cual la Parte que gira la instrucción se encuentra facultada para ello;

(iv) contener la firma autógrafa del Representante Autorizado de la Parte que gira la instrucción correspondiente, quien deberá estar autorizado para instruir al Fiduciario en términos de este Contrato y quien deberá haber sido debidamente designado y acreditado por el Fiduciario de conformidad con el **Anexo "G"** del presente Contrato, denominado "Registro de Firmas", al cual se deberá acompañar una copia de la identificación oficial con fotografía de cada Representante Autorizado;

(v) la instrucción expresa y clara que se solicite lleve a cabo el Fiduciario, expresando montos y actividades específicas;

(vi) el Fiduciario deberá recibir las instrucciones por escrito con por lo menos (2) dos Días Hábiles de anticipación a la fecha/hora en la cual se requiera que el Fiduciario cumpla con las instrucciones correspondientes, salvo por aquellas instrucciones relacionadas con la ejecución de los Bienes del Fideicomiso y el inicio del procedimiento para tales efectos, de conformidad con la Cláusula Veintitrés del presente Contrato;

(vii) tratándose de una instrucción recibida por el Fiduciario consistente en realizar un pago, transferencia de fondos, depósito o cualquier operación similar, el Fiduciario solamente estará obligado a ejecutar dicha instrucción hasta por la cantidad que se encuentre disponible en las Cuentas del Fideicomiso; y

(viii) las Partes reconocen y acuerdan que el Fiduciario estará exclusivamente autorizado para ejecutar las instrucciones emitidas por la Parte respectiva y que se le notificaron conforme a los términos del presente Contrato, en Días Hábiles y horario laboral. Adicionalmente, las Partes reconocen y acuerdan que el Fiduciario no será forzado u obligado a revisar los documentos adjuntos a las instrucciones y/o a verificar que la documentación sea verdadera, completa y correcta. En consecuencia, el Fiduciario no será responsable si la evidencia documental de pagos requeridos o retiros no es suficiente o es falsa, salvo por incumplimiento, dolo o mala fe del Fiduciario. Finalmente, el Fiduciario podrá requerir en cualquier momento a la parte que la hubiere enviado que confirme o valide una instrucción.

(c) La omisión de cualquiera de los rubros antes señalados libera al Fiduciario de la obligación de cumplir con dicha instrucción y no será responsable por el resultado de su inactividad, hasta en tanto se subsanen los errores de la instrucción respectiva. El Fiduciario informará inmediatamente al Deudor o a los Fideicomitentes respectivos en caso de que cualesquiera de los requisitos antes listados no hayan sido satisfechos, a fin de permitirle al Deudor o al Fideicomitente respectivo corregir cualquier omisión.

CLÁUSULA VEINTIOCHO. PODERES.

(a) En el ejercicio de cualquier poder otorgado por el Fiduciario de conformidad con los términos de este Contrato a favor de cualquiera de los Fideicomitentes (o de conformidad con sus instrucciones) y a favor del Fideicomisario en Primer Lugar (o de conformidad con sus instrucciones), respectivamente, el Fideicomitente de que se trate o el Fideicomisario en Primer Lugar, según sea el caso, deberá notificar al Fiduciario por escrito respecto de cualesquier actos que pudiera comprometer o poner en riesgo a los Bienes del Fideicomiso. Asimismo, el Fideicomitente de que se trate o Fideicomisario en Primer Lugar, según sea el caso, será responsable de revisar la documentación y trámites que se lleven a cabo en el ejercicio de los poderes otorgados. En la medida en que cualesquier actos que sean celebrados y protocolizados como resultado del ejercicio de dichos poderes, el Fideicomitente de que se trate y/o Fideicomisario en Primer Lugar, deberán informar trimestralmente y por escrito al Fiduciario, sobre los actos jurídicos que fueron celebrados y protocolizados en dicho periodo.

(b) Cualquier poder otorgado conforme al presente Contrato podrá ser general o especial en cuanto a su objeto, pero siempre limitando su ejercicio con respecto a los Bienes del Fideicomiso y en cumplimiento con los fines del Fideicomiso. Todos los poderes otorgados por el Fiduciario

deberán de satisfacer los requisitos conforme a la legislación aplicable; en el entendido, que los apoderados no tendrán la facultad de delegar o sustituir la facultad otorgada por el Fiduciario. Asimismo, el Fiduciario no deberá delegar facultades para otorgar y revocar poderes en relación con el presente Contrato.

(c) Sin excepción alguna, el Fiduciario no estará autorizado para otorgar poderes para actos de dominio y con facultades para aperturar, administrar y cerrar cuentas bancarias y/o para emitir, girar o suscribir todo tipo de instrumentos de crédito, en relación con este Contrato, mismos que serán ejercidos en todo momento por el Fiduciario a través de sus delegados fiduciarios, salvo que esté expresamente permitido en el presente Contrato en relación con las cuentas de administración de efectivo en pesos.

(d) Se deberá observar lo siguiente en el otorgamiento y ejercicio de todos los poderes otorgados por el Fiduciario conforme al presente Contrato:

(i) el Fideicomitente de que se trate o Fideicomisario en Primer Lugar, según sea el caso, deberá causar que el apoderado correspondiente comparezca en todos los actos jurídicos exclusivamente en su carácter de representante legal del Fideicomiso;

(ii) el Fideicomitente de que se trate o Fideicomisario en Primer Lugar, según sea el caso, deberá causar que el apoderado correspondiente revise todos y cada uno de los documentos celebrados y procedimientos ejecutados conforme a los términos de las facultades otorgadas;

(iii) a menos que se acuerde lo contrario por el Fiduciario y el Fideicomitente de que se trate o el Fideicomisario en Primer Lugar, según sea el caso, el apoderado correspondiente no estará facultado para delegar o sustituir las facultades que le fueron otorgadas.

(iv) todos los gastos y costos incurridos como resultado del otorgamiento de dichos poderes serán con cargo a los Bienes del Fideicomiso sin responsabilidad alguna para el Fiduciario.

(e) Si el Fiduciario requiere otorgar poderes generales para pleitos y cobranzas para ser representado ante una autoridad judicial en relación con cualquier demanda o procedimiento judicial relacionado con este Contrato, el poder sólo será ejercido previa autorización por escrito del Fiduciario. La autorización por escrito deberá de especificar: (i) la autoridad ante la cual se ha iniciado el procedimiento legal y (ii) las partes involucradas en el procedimiento legal; en el entendido, que el apoderado deberá solicitar oportunamente al Fiduciario sobre su autorización para que el Fiduciario pueda otorgar dicha autorización oportunamente para permitir que se hagan valer todas las defensas y recursos.

(f) En caso de que el Deudor incumpla con cualquiera de sus obligaciones a favor del Fiduciario en relación con el ejercicio de cualquiera de los poderes otorgados por el Fiduciario a favor del Deudor (o de conformidad con sus instrucciones), el Fiduciario deberá notificar dicho incumplimiento por escrito al Deudor, y en caso de que el Deudor no subsane dicho incumplimiento dentro de los treinta (30) días siguientes, el Fiduciario deberá notificar dicha situación por escrito

al Fideicomisario en Primer Lugar para que el mismo pueda instruir al Fiduciario sobre cómo deberá proceder.

CLÁUSULA VEINTINUEVE. REFERENCIAS.

Cualquier y toda referencia en cualquier sección, cláusula, acuerdo, antecedente, declaración o anexo de los Documentos del Crédito DIP y en cualquier contrato, convenio o documento relacionado con los Documentos del Crédito DIP, al Contrato de Fideicomiso, se entenderá hecha y se interpretará, a partir de la fecha del, Contrato de Fideicomiso según el mismo sea modificado de tiempo en tiempo, incluyendo sin limitación en términos de la modificación y reexpresión realizadas conforme al presente Contrato.

CLÁUSULA TREINTA. AUSENCIA DE NOVACIÓN.

Las Partes por este medio convienen que el presente Contrato no será interpretado como una novación a los acuerdos contenidos en el Contrato de Fideicomiso, ni liberación de cualquier obligación o cancelación de gravamen alguno, ya sea de manera parcial o total, mismo que permanecerá en vigor y surtiendo efectos, sin modificación adicional a aquellas contenidas en el Contrato.

CLÁUSULA TREINTA Y UNO. NOTIFICACIÓN A PEMEX TRANSFORMACIÓN INDUSTRIAL.

Dentro de los 5 (cinco) Días Hábiles siguientes a la Fecha de Suscripción del Contrato y en todo caso previo o simultáneamente a que se notifique a Pemex Transformación Industrial la reversión de los Bienes Revertidos, el Deudor se obliga a notificar por escrito a Pemex Transformación Industrial que el Derecho de Cobro de la Opción de Venta continúa formando parte del Patrimonio del Fideicomiso y la identidad del nuevo fideicomisario en primer lugar.

CLÁUSULA TREINTA Y DOS. INSCRIPCIÓN EN EL REGISTRO ÚNICO DE GARANTÍAS MOBILIARIAS.

De conformidad con el artículo 389 de la LGTOC, el presente Contrato se deberá inscribir en el RUG, por lo que los Fideicomitentes se obligan a realizar dicha inscripción dentro de en un plazo de diez (10) Días Hábiles, siguientes a la firma del presente Contrato y a entregar al Fiduciario y al Fideicomisario en Primer Lugar la constancia de inscripción del presente Contrato en el RUG.

CLÁUSULA TREINTA Y TRES. GASTOS.

Los Fideicomitentes se obligan pagar los costos y gastos que se generen por la ratificación ante fedatario público del presente Contrato.

CLÁUSULA TREINTA Y CUATRO. INDEPENDENCIA DE DISPOSICIONES.

En caso de que cualquiera de las disposiciones de este Contrato fuere declarada inválida, ilegal, o inexigible, dicha disposición deberá ser considerada independiente del resto del presente Contrato y la validez, legalidad y exigibilidad del resto de las disposiciones no serán afectadas ni anuladas.

CLÁUSULA TREINTA Y CINCO. NOTIFICACIONES.

Para efectos de este Contrato, las partes señalan como sus domicilios, los señalados en la Cláusula Dieciocho del Contrato.

[*Hojas de Firma se Omiten Intencionalmente - Las hojas de firma del Contrato de Fideicomiso Reexpresado serán las mismas que las del Tercer Convenio Modificatorio*]

Anexo "A"

Términos Definidos

"Acciones del Fideicomiso" significa, conjuntamente (i) 225,892 acciones Serie "A" y 75,299 acciones Serie "B" representativas del capital social del Deudor propiedad del Fiduciario y (ii) de 49,999 acciones de la Serie "I" y 12,425,900 acciones de la Serie "II" del capital social de BI Servicios propiedad del Fiduciario.

"Acción del Fideicomiso Adicional" tiene el significado que se le atribuye en la Cláusula 8.2 del presente Contrato.

"Acreditantes DIP" tiene el significado que se le atribuye en el Antecedente Vigésimo Segundo del Convenio.

"Acreedores del Crédito 2021" significa las instituciones y entidades que, en su carácter de acreditantes ("*Lenders*"), celebraron el Contrato de Crédito 2021, según el mismo sea modificado de tiempo en tiempo.

"Activos Físicos" tiene el significado que se le atribuye al término "*Physical Ass*ets" en el Convenio entre Acreedores.

"Activos no Esenciales" tiene el significado que se le atribuye al término "*Non-Core Assets*" en el Convenio entre Acreedores 2021.

"Afiliada" significa, respecto a cualquier Persona, cualquier otra Persona que, directa o indirectamente, controle a, sea controlada por, o esté bajo el control común con, dicha Persona.

"Agente de Garantías" significa Deutsche Bank Trust Company Americas o TMF Mexico Business Process, S. de R.L de C.V., según el contexto lo requiera..

"Agente Interbancario" significa Deutsche Bank Trust Company Americas, en su carácter de agente interbancario.

"Autoridad Gubernamental" significa cualquier autoridad de México, ya sea federal, estatal o municipal, o cualquier corte, tribunal o autoridad judicial, agencia administrativa o regulatoria, comisión, órgano de gobierno, órgano descentralizado, cualquier funcionario público, o cualquier división, o subdivisión política, departamento o rama de cualesquiera de los órganos antes mencionados.

"Aviso de Incumplimiento" significa una notificación por escrito entregada por el Fideicomisario en Primer Lugar al Fiduciario, conforme a los términos de los Documentos del Crédito DIP para ejercer derechos o remedios.

"BI Servicios" significa Braskem Idesa Servicios, S.A. de C.V.

"Bienes Adicionales" tiene el significado que se le atribuye en la Cláusula 8.1 del presente Contrato.

"Bienes del Fideicomiso" significa el Complejo Petroquímico, todas las Acciones del Fideicomiso; todos los derechos de cada uno de los Fideicomitentes de Crédito Subordinado derivados de los Contratos de Crédito Subordinados de los que sean parte, excepto por los derechos de cobro que sean efectivamente pagados con cargo a Pagos Restringidos permitidos de conformidad con los Documentos del Crédito DIP; el Derecho de Cobro de la Opción de Venta; los derechos de cobro o cualquiera cantidades derivadas al amparo de cualesquiera Pólizas de Seguro al amparo de las cuales el Fiduciario sea designado como beneficiario preferente; cualesquiera recursos que se encuentren depositados en las Cuentas del Fideicomiso; cualesquiera otros Bienes Adicionales; en general cualquier otro bien que sea adquirido por el Fiduciario para beneficio del Fideicomiso; y cualesquiera cantidades rendimientos, ingresos o utilidades o cualesquiera otros bienes que, por cualquier razón, sustituyan los Bienes del Fideicomiso.

"Bienes Seleccionados del Fideicomiso" tiene el significado que se le atribuye en el inciso (b) de la Cláusula Veintitrés de este Contrato.

"Braskem Netherlands" significa Braskem Netherlands B.V.

"Complejo Petroquímico" significa los predios referidos en los Contratos de Aportación de los Inmuebles, las construcciones edificadas sobre los mismos y demás bienes ubicados en ellos que por su destino sean considerados inmuebles en términos del Código Civil para el Estado de Veracruz y que conforman el complejo petroquímico conocido como "Etileno XXI", ubicado en Nanchital de Lázaro Cárdenas del Río, Veracruz, México, conformado por la planta cracker, dos (2) plantas de polietileno de alta densidad, una (1) planta de polietileno de baja densidad, infraestructura de logística, plantas de tratamiento de agua e, instalaciones de cogeneración de energía eléctrica.

"Consultor" tiene el significado que se le atribuye en el inciso (b) de la Cláusula Veintitrés.

"Contrato", "Fideicomiso" o "Contrato de Fideicomiso" tiene el significado que se le atribuye en el proemio.

"Contrato de Accesión" significa un contrato de reconocimiento de cesión y accesión sustancialmente en términos del formato contenido en el Anexo "H".

"Contrato de Aportación" significa un contrato de aportación sustancialmente en términos del formato contenido en el Anexo "I".

"Contrato de Crédito 2021" significa el Contrato de Crédito ("*Credit Agreement*") de fecha 11 de octubre de 2021, celebrado por el Deudor como acreditado, con Deutsche Bank Trust Company Americas como agente administrativo, y ciertas instituciones como acreditantes, según el mismo sea o haya sido modificado, adicionado y/o reexpresado de tiempo en tiempo.

"Contrato de Crédito DIP" significa el Contrato de Crédito Superprioritario para Deudor en Posesión ("*Superpriority Debtor-In-Possession Credit Agreement*"), celebrado con fecha 17 de agosto de 2026, entre el Deudor, los garantes que de tiempo en tiempo formen parte del mismo y los Acreditantes DIP, según el mismo sea modificado, adicionado y/o reexpresado de tiempo en tiempo.

"Contrato de Crédito 2025" significa el contrato de crédito celebrado con fecha 23 de abril de 2025, entre el Deudor, como acreditado, Braskem Idesa Servicios, S.A. de C.V., como garante, y Banco Inbursa, S.A., Institución de Banca Múltiple, Grupo Financiero Inbursa, como agente administrativo, agente de garantías y acreedor, originalmente por un monto principal de hasta EUA$95,000,000.00 (noventa y cinco millones de Dólares 00/100), mismo que fue modificado con fecha 22 de octubre de 2025 entre otros a efecto de ampliar el monto principal, según el mismo sea modificado, adicionado y/o reexpresado de tiempo en tiempo.

"Contrato de Fideicomiso de Garantía 2021" significa el Contrato de Fideicomiso de Garantía Original, según fue modificado y reexpresado conforme al primer convenio modificatorio, de reexpresión, reversión y liberación parcial de fecha 20 de octubre de 2021.

"Contrato de Prenda del WCF" significa el contrato de prenda sin transmisión de posesión celebrado con fecha 14 de abril de 2026, entre el Deudor, como deudor prendario, y Braskem Netherlands como acreedor prendario, según fue modificado conforme al primer convenio modificatorio de fecha 5 de junio de 2026, mediante segundo convenio modificatorio de fecha 15 de agosto de 2026 y según el mismo sea modificado, reexpresado y/o adicionado de tiempo en tiempo.

"Contrato de Suministro de Etano" significa el Contrato de Suministro de Etano de fecha 19 de febrero de 2010, celebrado entre Pemex Gas y Petroquímica Básica (ahora Pemex Transformación Industrial), Braskem e IDESA, como inversionistas, al cual el Deudor se adhirió como comprador en términos del acuerdo de adhesión, de fecha 16 de agosto de 2010, celebrado entre el Deudor, Pemex Gas y Petroquímica Básica (ahora Pemex Transformación Industrial), Braskem e IDESA, según el mismo sea o haya sido modificado de tiempo en tiempo.

"Contratos de Aportación de los Inmuebles" significa: (i) el contrato de aportación celebrado entre el Deudor y el Fiduciario, otorgado ante notario público, mediante escritura pública número 24,758, a través del cual el Deudor transmitió al Fiduciario la propiedad de ciertos predios que conforman el Complejo Petroquímico y que para efectos de esta definición de "Contratos de Aportación de los Inmuebles", son los que se describen en los numerales II.A a 11.G y II.M del apartado de "Antecedentes de Propiedad" y que se describen a mayor detalle en el **Anexo "J"**; y (ii) el contrato de aportación celebrado entre el Deudor y el Fiduciario, otorgado ante notario público, mediante escritura pública número 33,922, de fecha 8 de mayo de 2017, otorgada ante la fe del Sr. Juan José A. Barragán Abascal, titular de la notaría pública número 171 de la Ciudad de México, a través del cual el Deudor transmitió al Fiduciario la propiedad de ciertos predios que conforman el Complejo Petroquímico, y que se describen a mayor detalle en el **Anexo "J"**.

"Contratos de Crédito Subordinados" significa los contratos de crédito subordinado de fecha 27 de marzo de 2013, entre SOFOM (como causahabiente a título particular de Braskem S.A.) y el Deudor, (ii) el Contrato de Crédito Subordinado (*Subordinated Loan Agreement*) de fecha 27 de marzo de 2013, entre Etileno e IDESA (como causahabiente a título particular de Etileno) y el Deudor, (iii) el Contrato de Crédito Subordinado (*Subordinated Loan Agreement*) de fecha 13 de agosto de 2015, entre Braskem Netherlands y SOFOM, y el Deudor, (iv) el Contrato de Crédito Subordinado (*Subordinated Loan Agreement*) de fecha 21 de agosto de 2021, entre Etileno e IDESA, y el Deudor, y (v) cualquier otro contrato de préstamo subordinado de accionistas ("*Subordinated Shareholder Loan Agreement*", según dicho término se define en el Contrato de Crédito).

"Convenio entre Acreedores 2021" significa el Convenio entre Acreedores Original, según fue modificado conforme al primer convenio modificatorio al Convenio entre Acreedores y al Segundo Convenio Modificatorio al Convenio entre Acreedores de fecha 20 de octubre de 2021.

"Créditos New Money" tiene el significado que se le atribuye al término "New Money Loans" en el Contrato de Crédito DIP.

"Créditos Roll-Up" tiene el significado que se le atribuye al término "Roll-Up Loans" en el Contrato de Crédito DIP.

"Cuenta Receptora PEMEX" significa la cuenta bancaria en Pesos número 65502383744, abierta en Banco Santander, S.A., Institución de Banca Múltiple, Grupo Financiero Santander, CLABE 014180655023837443, con número de acreedor 801715, a nombre de Banco Multiva, S.A., Institución de Banca Múltiple, Grupo Financiero Multiva, División Fiduciaria, a través de la cual el Fiduciario recibirá todos los pagos por parte de Pemex Transformación Industrial derivados de los Derechos de Cobro de la Opción de Venta, o en la cuenta que el Fiduciario notifique por escrito para su posterior aplicación a las Cuentas del Fideicomiso que corresponda.

"Cuentas de Ingresos en Pesos" tiene el significado que se le atribuye en la Cláusula 7.2(a)(i) del Contrato.

"Cuentas Local de Ingresos en Dólares" tiene el significado que se le atribuye en la Cláusula 7.2(a)(ii) del Contrato.

"Cuentas del Fideicomiso" tiene el significado que se le atribuye en la Cláusula 7.2(a) del Contrato.

"Derecho de Opción de Venta" significa el derecho de opción de venta de las Instalaciones del Proyecto (conforme dicho término se define en el Contrato de Suministro de Etano) conforme a las Cláusulas 10.3.2, 10.3.3 y 10.3.4 del Contrato de Suministro de Etano.

"Derecho de Cobro de la Opción de Venta" significa el derecho de recibir todos y cualesquiera recursos derivados del ejercicio del Derecho de Opción de Venta.

"Deudor" significa Braskem Idesa, S.A.P.I.

"Día Hábil" tiene el significado que se le atribuye al término "*Business Day*" en el Convenio entre Acreedores.

"Documentos del Crédito DIP" significa conjuntamente el Contrato de Crédito DIP, los Créditos New Money y los Créditos Roll-Up, los Pagarés y todos los documentos, garantías y acuerdos celebrados en relación con el mismo.

"Etileno" significa Etileno XXI, S.A. de C.V.

"Evento de Incumplimiento" tiene el significado que se le atribuye al término "*Event of Default*" en el Contrato de Crédito DIP.

"Fecha de Pago del Crédito" significa la fecha en que ocurra lo primero entre (i) la Fecha de Terminación ("*Termination Date*"), según dicho término se define en el Contrato de Crédito 2025

y (ii) el Agente Administrativo del Crédito 2025 haya acordado la liberación y reversión de los Bienes Objetos de Reversión en términos del Contrato de Crédito 2025, en cada caso, según sea confirmado al Fiduciario por el Fideicomisario en Primer Lugar (una vez que el Fideicomisario en Primer Lugar reciba una confirmación del Agente Administrativo del Contrato de Crédito de 2025, respecto de la ocurrencia de la Fecha de Pago del Crédito).

"Fecha de Solicitud de Ejecución" tiene el significado que se le atribuye en el inciso (b) de la Cláusula Veintitrés de este Contrato.

"Fideicomisario en Primer Lugar" TMF Mexico Business Process, S. de R.L. de C.V., actuando como Agente de Garantías, en representación y para beneficio de las Partes Garantizadas DIP, o cualquier otra entidad que lo sustituya en dicho carácter conforme a los Documentos del Crédito DIP.

"Fideicomisario en Segundo Lugar" significa Deutsche Bank Trust Company Americas, actuando únicamente en su carácter de Agente de Garantías, en representación y para el beneficio de las Partes Garantizadas 2021, en su carácter de fideicomisario en segundo lugar al amparo del Contrato de Fideicomiso.

"Fideicomisarios" significa, conjuntamente los Fideicomitentes en su carácter de fideicomisarios en tercer lugar, el Fideicomisario en Segundo Lugar y el Fideicomisario en Primer Lugar.

"Fideicomitentes" significa, conjuntamente, el Deudor, Braskem Netherlands, Etileno, SOFOM e IDESA y cualesquier Persona que se convierta en fideicomitente y fideicomisario en segundo lugar conforme a este Contrato mediante la celebración de un Contrato de Accesión.

"Fideicomitentes de Acciones" significa Braskem Netherlands, Etileno, el Deudor y cualquier otro Fideicomitente que de tiempo en tiempo transfiera a favor del Fiduciario cualquier Acción del Fideicomiso o se haya convertido en el titular de una Acción del Fideicomiso.

"Fideicomitentes de Créditos Subordinados" significa, conjuntamente, SOFOM e IDESA, Etileno y cualquier otro Fideicomitente que, de tiempo en tiempo, transfiera a favor del Fiduciario sus derechos derivados de un Contrato de Crédito Subordinado.

"Fiduciario" significa Banco Multiva, S.A., Institución de Banca Múltiple, Grupo Financiero Multiva, División Fiduciaria.

"Financiamiento DIP" significa el financiamiento post-solicitud con superprioridad, garantía preferente y derecho de prelación, de múltiples tramos y desembolso diferido ("*superpriority, senior secured and priming multi-tranche, delayed-draw debtor-in-possession facility*"), autorizado mediante la Orden DIP y documentado al amparo del Contrato de Crédito DIP.

"Gravamen" significa cualquier hipoteca, prenda, fideicomiso en garantía, embargo, gravamen, cargo, cesión con fines de garantía u otro gravamen o derecho real de cualquier naturaleza.

"IDESA" significa Grupo Idesa, S.A. de C.V.

"Inbursa" significa Banco Inbursa, S.A., Institución De Banca Múltiple, Grupo Financiero Inbursa.

"Información" tiene el significado que se le atribuye en el inciso (c) de la Cláusula Veinticinco del Contrato.

"Legislación Ambiental" significa cualquier ley mexicana que regula o se encuentre relacionada con la prevención de contaminación, protección del ambiente (incluyendo del aire ambiente y superficie o capas subterráneas), el uso de recursos naturales, el uso de agua (incluyendo aguas superficiales, agua subterránea, suministros de agua potable y acuíferos), incluyendo sin limitar, aquellas relacionadas con la manufactura, procesamiento, distribución, uso, tratamiento, emisiones, descargas, residuos o residuos potenciales de Materiales Peligrosos, o de otra forma relacionadas con el almacenamiento, transporte o manejo de Materiales Peligrosos.

"LGTOC" significa la Ley General de Títulos y Operaciones de Crédito.

"Materiales Peligrosos" significa cualesquier contaminante o químico tóxico, material, sustancia o residuo con características corrosivas, reactivas, tóxicas, explosivas, inflamables o que presenten o contengan agentes infecciosos o que cuya presencia resulte o pueda resultar en cualesquier daño o riesgo al ambiente, salud pública o propiedades de terceros, o que puedan resultar en cualesquier responsabilidad para llevar a cabo acciones de remediación o recuperación de conformidad con la Legislación Ambiental.

"México" significa Estados Unidos Mexicanos.

"Obligaciones Garantizadas" significa conjuntamente: (i) las obligaciones de conformidad con el término "*Secured Obligations*" en el Convenio entre Acreedores 2021, incluyendo, de manera enunciativa las Protecciones Adecuadas (según los términos "*Adequate Protection Claims*", "*Adequate Protection Liens*", y "*Adequate Protection Obligations*" se definen en la Orden DIP), únicamente respecto de los tenedores de las Notas 2029 ("*2029 Noteholders*") y los tenedores de las Notas 2032 ("*2032 Noteholders*"), según dichos términos se definen en el Convenio entre Acreedores 2021, e Inbursa, en su calidad de acreedor bajo el Contrato de Crédito 2025 ("*Prepetition Term Loan Credit Agreement*"); y (ii) las obligaciones a cargo del Deudor, así como de los Garantes ("*Guarantors*") derivadas de los Documentos del Crédito DIP; entendiéndose que la prelación, prioridad de pago y aplicación de recursos entre dichas obligaciones será conforme la Orden DIP. En ningún caso las protecciones adecuadas tendrán el mismo rango, prelación de pago o prioridad en la aplicación de recursos que las reclamaciones del Contrato de Crédito DIP ("*DIP Claims*") y los gravámenes del Contrato de Crédito DIP ("*DIP Liens*") del Financiamiento DIP, y por lo tanto, las Protecciones Adecuadas estarán subordinadas a los *DIP Claims* y los *DIP Liens* conforme a la Orden DIP.

"Orden DIP" significa la orden número [•] emitida con fecha 18 de agosto de 2026 por el Tribunal de Quiebras de los Estados Unidos de América para el Distrito Sur del Estado de Texas, División Houston, autorizando al Deudor a obtener el Financiamiento DIP.

"Pagarés" significa cada uno de los pagarés (con la leyenda "no negociable") emitidos por el Deudor como suscriptor a favor de los Acreditantes DIP, en términos de la Sección 2.5 del Contrato de Crédito DIP, como constancia de los desembolsos de los Créditos New Money y los Créditos Roll-Up, incluyendo sus términos de pago, según los mismos sean emitidos, sustituidos, reexpedidos o modificados de tiempo en tiempo.

"Pagos Restringidos" tiene el significado que se le atribuye al término "*Restricted Payments*" en el Acta de Emisión 2029.

"Partes" significa, conjuntamente, los Fideicomitentes, el Fideicomisario en Primer Lugar y el Fiduciario.

"Partes Garantizadas 2021" tiene el significado que se le atribuye al término "*Secured Parties*" en el Convenio entre Acreedores 2021.

"Partes Garantizadas DIP" tiene el significado que se le atribuye al término "*Secured Parties*" en el Contrato de Crédito DIP.

"Patrimonio del Fideicomiso" tiene el significado que se le atribuye en la Cláusula 5.1.

"Persona" significa cualquier persona física, persona moral, sociedad, fideicomiso, asociación en participación, sociedad irregular, asociación, Autoridad Gubernamental o cualquier entidad con personalidad jurídica propia.

"Pólizas de Seguro" significa cualesquiera pólizas de seguro de propiedad contratadas de tiempo y tiempo (incluyendo renovaciones), por el Deudor en relación con los Activos Físicos.

"Procedimiento de Ejecución" significa el procedimiento descrito en el inciso (b) de la Cláusula Veintitrés.

"Registro Público" significa el registro público de la propiedad y del comercio del municipio de Coatzacoalcos, Estado de Veracruz, el RUG o cualquier otro registro público en donde cualquier acto jurídico requiera ser registrado de conformidad con la legislación aplicable.

"Representante Autorizado" significa, respecto de cualquier Persona, cualquier funcionario, director, delegado fiduciario o apoderado de dicha Persona debidamente autorizado para actuar en su representación.

"RSA" significa el Convenio de Apoyo a la Reestructura ("*Restructuring Support Agreement*") celebrado con fecha 17 de agosto de 2026, entre el Deudor, Braskem, Braskem Netherlands, Etileno, Inbursa y ciertos tenedores de Notas 2029 y Notas 2032, según el mismo sea modificado, adicionado, complementado o de cualquier otra forma reformado, de tiempo en tiempo.

"RUG" significa el Registro Único de Garantías Mobiliarias, como una sección especial del Registro Público de la Propiedad y del Comercio del Distrito Federal.

"SOFOM" significa Braskem México Proyectos, S.A. de C.V., Sociedad Financiera de Objeto Múltiple, E.N.R.

"Solicitud de Ejecución" tiene el significado que se le atribuye en el inciso (b) de la Cláusula Veintitrés.

"Valor de Avalúo" y "Valuador del Fiduciario" tienen el significado que se les atribuye en el inciso (b) de la Cláusula Veintitrés.

EXHIBIT M

FORM OF MEXICAN SHARE PLEDGE AMENDMENT

[See attached.]

Execution Version 08.17.2026

TERCER CONVENIO MODIFICATORIO Y REEXPRESIÓN AL CONTRATO DE PRENDA SOBRE ACCIONES

de fecha 18 de agosto de 2026 celebrado entre

BRASKEM, S.A. y ETILENO XXI, S.A. DE C.V.

Deudores Prendarios,

DEUTSCHE BANK TRUST COMPANY AMERICAS, ACTUANDO COMO AGENTE DE GARANTÍAS, EN REPRESENTACIÓN Y PARA EL BENEFICIO DE LAS PARTES GARANTIZADAS 2021

como Acreedor Prendario 2021,

y

TMF MEXICO BUSINESS PROCESS, S. DE R.L. DE C.V. , ACTUANDO COMO AGENTE DE GARANTÍAS, EN REPRESENTACIÓN Y PARA EL BENEFICIO DE LAS PARTES GARANTIZADAS DIP

como Nuevo Acreedor Prendario,

con la comparecencia de

BRASKEM IDESA, S.A.P.I., Y
BRASKEM IDESA SERVICIOS, S.A. DE C.V.

TERCER CONVENIO MODIFICATORIO Y REEXPRESIÓN DE FECHA 18 DE AGOSTO DE 2026 (EL "CONVENIO MODIFICATORIO") AL CONTRATO DE PRENDA SOBRE ACCIONES CELEBRADO EL 6 DE MARZO DE 2013 (SEGÚN EL MISMO ES MODIFICADO Y REEXPRESADO CONFORME AL PRESENTE, EL "CONTRATO DE PRENDA"), QUE CELEBRAN:

(i) BRASKEM, S.A. ("BRASKEM"), COMO DEUDOR PRENDARIO;

(ii) ETILENO XXI, S.A. DE C.V., COMO DEUDOR PRENDARIO ("ETILENO" Y, CONJUNTAMENTE CON BRASKEM, LOS "DEUDORES PRENDARIOS");

(iii) DEUTSCHE BANK TRUST COMPANY AMERICAS, ACTUANDO ÚNICAMENTE EN SU CARÁCTER DE AGENTE DE GARANTÍAS, EN REPRESENTACIÓN Y PARA EL BENEFICIO DE LAS PARTES GARANTIZADAS 2021 (SEGÚN DICHO TÉRMINO SE DEFINE MÁS ADELANTE), COMO ACREEDOR PRENDARIO ORIGINAL (EL "ACREEDOR PRENDARIO 2021"); Y

(iv) TMF MEXICO BUSINESS PROCESS, S. DE R.L. DE C.V. , ACTUANDO ÚNICAMENTE EN SU CARÁCTER DE AGENTE DE GARANTÍAS, EN REPRESENTACIÓN Y PARA BENEFICIO DE LAS PARTES GARANTIZADAS DIP (SEGÚN DICHO TÉRMINO SE DEFINE MÁS ADELANTE), COMO NUEVO ACREEDOR PRENDARIO (EL "NUEVO ACREEDOR PRENDARIO" Y CONJUNTAMENTE CON EL ACREEDOR PRENDARIO 2021, LOS "ACREEDORES PRENDARIOS").

CON LA COMPARECENCIA DE:

(v) BRASKEM IDESA, S.A.P.I. (EL "DEUDOR"); Y

(vi) BRASKEM IDESA SERVICIOS, S.A. DE C.V. ("BI SERVICIOS" Y CONJUNTAMENTE CON BRASKEM, LOS DEUDORES PRENDARIOS, EL ACREEDOR PRENDARIO 2021, EL NUEVO ACREEDOR PRENDARIO, EL DEUDOR Y BI SERVICIOS, LAS "PARTES").

DE CONFORMIDAD CON LOS SIGUIENTES ANTECEDENTES, DECLARACIONES Y CLÁUSULAS:

ANTECEDENTES

PRIMERO. Con fecha 19 de diciembre de 2012, con el fin de financiar, entre otros, ciertos costos para la construcción del Complejo Petroquímico, el Deudor celebró un Contrato de Términos Comunes (denominado en inglés "*Common Terms Agreement*", según el mismo haya sido o sea modificado, de tiempo en tiempo, el "Contrato de Términos Comunes") con diversas instituciones fungiendo como acreedores y/o agentes, y Deutsche Bank Trust Company Americas, como agente interbancario de los acreedores preferentes ahí descritos (en dicho carácter, el "Agente Interacreedores").

SEGUNDO. Con fecha 19 de diciembre de 2012, el Deudor celebró un Contrato Maestro de Garantías y Cuentas (denominado en inglés como "*Master Security and Accounts Agreement*"),

con el Acreedor Prendario 2021, como agente de garantías, en representación y para el beneficio de las partes garantizadas ("*Secured Parties*", según dicho término se define en el Contrato de Términos Comunes, y para efectos del presente Convenio Modificatorio, las "Partes Garantizadas Originales").

TERCERO. Con fecha 19 de diciembre de 2012, el Agente Interacreedores y ciertas Partes Garantizadas Originales celebraron un convenio entre acreedores (denominado en inglés como "*Intercreditor Agreement*", según el mismo fue modificado y reexpresado el 19 de abril de 2013, el "Convenio entre Acreedores Original"), por virtud del cual las partes del mismo acordaron ciertas disposiciones entre acreedores, incluyendo reglas en torno a (i) el voto y toma de decisiones por parte de las Partes Garantizadas Originales, (ii) acciones conjuntas y limitación a ejercicio de derechos en contra del Deudor, y (iii) la aplicación de recursos derivados de cualquier ejecución o ejercicio de derechos.

CUARTO. Con fecha 6 de marzo de 2013, los Deudores Prendarios, el Deudor, BI Servicios y el Acreedor Prendario 2021, celebraron el contrato de prenda sobre acciones (el "Contrato de Prenda Original") a través del cual los Deudores Prendarios constituyeron una prenda, en primer lugar y grado de prelación, sobre las Acciones Pignoradas (según dicho término se define más adelante), con el objeto de garantizar el puntual y debido cumplimiento, pago y satisfacción a su vencimiento (ya sea a su vencimiento programado, por vencimiento anticipado o por cualquier otro motivo) de todas y cada una de las Obligaciones ("*Obligations* ", según dicho término se define en el Contrato de Términos Comunes).

QUINTO. Con fecha 2 de diciembre de 2019, el Deudor llevó a cabo una oferta y emisión privada de valores de deuda garantizados denominados "*Senior Secured Notes*" (las "Notas 2029") en los Estados Unidos de América y en otros países conforme a la Regla 144A (Rule 144A) y la Regulación S (*Regulation S*) de la Ley del Mercado de Valores de 1933 de los Estados Unidos de América (*US. Securities Act of 1933*), así como a la legislación o normatividad aplicable en los demás mercados en que se realizó dicha oferta y emisión por un monto de EUA$900,000,000.00 (novecientos millones de dólares 00/100 moneda en curso legal en los Estados Unidos de América "Dólares") a una tasa de interés anual de 7.450%, y con una fecha de vencimiento del 15 de noviembre de 2029, para lo cual celebró una acta de emisión ("Indenture", según haya sido o sea modificada, adicionada o re-expresada de tiempo en tiempo, el "Acta de Emisión 2029" y junto con las Notas 2029, los "Documentos de la Emisión 2029") con Deutsche Bank Trust Company Americas, en su calidad de fiduciario de la emisión ("Indenture Trustee", el "Representante de los Tenedores 2029"). En esa misma fecha, el Representante de los Tenedores 2029 se adhirió al Convenio entre Acreedores Original.

SEXTO. Con fecha 2 de diciembre de 2019, derivado de lo descrito en el antecedente anterior, el Deudor reconoció a través de una declaración unilateral de la voluntad, que las obligaciones a cargo del Deudor derivadas de los Documentos de la Emisión 2029 serían consideradas como Obligaciones (*Obligations*) al amparo del Contrato de Términos Comunes y, consecuentemente, serían obligaciones garantizadas al amparo del Contrato de Prenda Original y ciertos documentos de garantía mexicanos adicionales suscritos por los Deudores Prendarios Originales, hasta el cumplimiento total de las obligaciones derivadas de los Documentos de la Emisión 2029.

SÉPTIMO. Con fecha 11 de octubre de 2021, el Deudor, como acreditado ("*Borrower*"), Braskem Idesa Servicios, S.A. de C.V., como garante inicial ("*Initial Guarantor*"), Deutsche Bank Trust Company Americas, como agente administrativo ("*Administrative Agent*"), Morgan Stanley Senior

Funding, Credit Agricole Corporate and Investment Bank, Deutsche Bank Securities Inc. e Itaú BBA, como estructuradores líderes conjuntos (*Joint Lead Arrangers and Joint Bookrunners*), y ciertas instituciones y entidades ahí nombradas como acreditantes ("*Lenders*", los "Acreedores del Crédito 2021"), celebraron un Contrato de Crédito ("*Credit Agreement*", según el mismo sea modificado, adicionado y/o reexpresado, de tiempo en tiempo, el "Contrato de Crédito 2021"), por virtud del cual los Acreedores del Crédito acordaron poner a disposición del Deudor un crédito por la cantidad principal de hasta EUA$600,000,000.00 (seiscientos millones de Dólares 00/100).

OCTAVO. Con fecha 20 de octubre de 2021, el Deudor llevó a cabo una oferta y emisión privada de valores de deuda denominados "*Senior Secured Notes*" (las "Notas 2032") en los Estados Unidos de América y en otros países conforme a la Regla 144A (*Rule 144A*) y la Regulación S (*Regulation S*) de la Ley del Mercado de Valores de 1933 de los Estados Unidos de América (*U.S. Securities Act of 1933*) así como a la legislación o normatividad aplicable en los demás mercados en que se realizó dicha oferta, por un monto de EUA$1,200,000,000.00 (un mil doscientos millones de Dólares 00/100) a una tasa de interés anual de 6.990%, y con una fecha de vencimiento del 20 de febrero de 2032, para lo cual ha celebrado una acta de emisión ("*Indenture*", el "Acta de Emisión 2032" y junto con las Notas 2032, los "Documentos de la Emisión 2032") con The Bank of New York Mellon, en su calidad de fiduciario de la emisión ("*Indenture Trustee*", el "Representante de los Tenedores 2032").

NOVENO. Los recursos obtenidos por el Deudor al amparo del Contrato de Crédito 2021 y los Documentos de la Emisión 2032 fueron utilizados por el Deudor para, entre otros, pagar de forma completa las obligaciones y financiamientos a favor de las Partes Garantizadas Originales al amparo del Contrato de Términos Comunes y otros documentos de financiamiento conforme a dicho Contrato de Términos Comunes, salvo por aquellas obligaciones derivadas de los Documentos de la Emisión 2029 (dichas Partes Garantizadas Originales que fueron pagadas, las "Partes Garantizadas Prepagadas 2021"). Con fecha 20 de octubre de 2021, se llevó a cabo el pago total de dichas deudas y financiamientos, según consta en la carta de pago ("*Payoff Letter*") de fecha 15 de octubre de 2021, y las confirmaciones recibidas al amparo de la misma, y las Partes Garantizadas Prepagadas (y/o sus agentes, según sea el caso) dejaron de ser parte del Convenio entre Acreedores Original y el Contrato de Términos Comunes, según sea el caso.

DÉCIMO. Con fecha 20 de octubre de 2021, el Acreedor Prendario 2021, por instrucciones del Agente Interacreedores, celebró con el Deudor y el Agente Interacreedores el convenio general de terminación (denominado en inglés "*Omnibus Termination Agreement*" o el "Convenio General de Terminación").

DÉCIMO PRIMERO. Al amparo de lo descrito en el Antecedente anterior, el 20 de octubre de 2021, fue celebrado un segundo convenio modificatorio y de reexpresión al Convenio entre Acreedores Original ("*Second Amended and Restated Intercreditor Agreement*", el "Segundo Convenio Modificatorio al Convenio entre Acreedores", y el Convenio entre Acreedores Original, según fue modificado conforme al primer convenio modificatorio al Convenio entre Acreedores y el Segundo Convenio Modificatorio al Convenio entre Acreedores, el "Convenio entre Acreedores 2021") entre el Deudor, el Representante de los Tenedores 2029, el Representante de los Tenedores 2032, Deutsche Bank Trust Company Americas, como agente administrativo de los Acreedores del Crédito 2021, el Agente Interacreedores y el Acreedor Prendario 2021, como agente de garantías, por virtud del cual se realizaron ciertos acuerdos entre acreedores respecto a (i) el alcance y orden de prelación de sus respectivos derechos respecto a los gravámenes previamente constituidos (incluyendo el Contrato de Prenda), (ii) acordaron la distribución entre sí, conforme al alcance y

orden de prelación de los recursos que deriven de un procedimiento de ejecución o de cualquier otra disposición del mismo, y (iii) acordaron que el Acreedor Prendario 2021 fungiera como agente de garantías por cuenta y para beneficio de las Partes Garantizadas ("*Secured Parties*", según dicho término se define en el Convenio entre Acreedores 2021, las "Partes Garantizadas 2021").

De conformidad con la Cláusula 2.03 del Convenio entre Acreedores, el Deudor no podrá constituir, o permitir que se constituya, Gravamen ("*Lien*") alguno sobre cualquier activo o propiedad para garantizar cualquier Obligación Garantizada ("*Secured Obligations*"), salvo que de manera concurrente, se constituya un Gravamen ("*Lien*") sobre dicho activo o propiedad para garantizar todas las Obligaciones Garantizadas ("*Secured Obligations*") de manera *pari passu*.

DÉCIMO SEGUNDO. Al amparo de lo descrito en el Antecedente Décimo Primero anterior, el 20 de octubre de 2021, fue celebrado el primer convenio modificatorio y de reexpresión al Contrato de Prenda entre los Deudores Prendarios, el Deudor, BI Servicios y el Acreedor Prendario 2021, entre otros, a efectos de (i) sustituir al acreedor prendario existente por el Acreedor Prendario 2021; (ii) considerar como Obligaciones Garantizadas aquellas obligaciones derivadas del Contrato de Crédito 2021, los Documentos de la Emisión 2029, los Documentos de la Emisión 2032, así como cualesquiera otras obligaciones que, de tiempo en tiempo, conforme a los términos del Convenio entre Acreedores 2021 deban de ser consideradas como Obligaciones Garantizadas (que a su vez son Obligaciones (*Obligations*) conforme al Contrato de Términos Comunes); y (iii) modificar y reexpresar el Contrato de Prenda en su totalidad (el Contrato de Prenda Original modificado, el "Contrato de Prenda 2021").

DÉCIMO TERCERO. Con fecha 23 de abril de 2025, el Deudor, como acreditado ("*Borrower*"), Braskem Idesa Servicios, S.A. de C.V., como garante inicial ("*Initial Guarantor*"), Banco Inbursa, S.A., Institución de Banca Múltiple, Grupo Financiero Inbursa, como agente administrativo ("*Administrative Agent*") (el "Agente Administrativo del Crédito 2025"), y Banco Inbursa, S.A., Institución de Banca Múltiple, Grupo Financiero Inbursa y otras instituciones y entidades ahí nombradas como acreditantes ("*Lenders*", los "Acreedores del Crédito 2025"), celebraron un Contrato de Crédito ("*Credit Agreement*", según el mismo sea modificado, adicionado y/o reexpresado, de tiempo en tiempo, el "Contrato de Crédito 2025"), por virtud del cual los Acreedores del Crédito 2025 acordaron poner a disposición del Deudor un crédito por la cantidad principal de hasta EUA$95,000,000.00 (noventa y cinco millones de Dólares 00/100), mismo que fue modificado con fecha 22 de octubre de 2025 entre otros a efecto de ampliar el monto principal disponible bajo dicho contrato.

De conformidad con la Sección 9.13 (d) del Contrato de Crédito 2025, el Deudor se obligó, entre otros, a mantener y preservar los Gravámenes creados en términos del Contrato de Prenda, incluyendo sobre las Acciones Pignoradas, hasta la fecha en que ocurra la Fecha de Terminación (*Termination Date*) (según dicho término se define en el Contrato de Crédito 2025).

DÉCIMO CUARTO. Los recursos obtenidos por el Deudor al amparo del Contrato de Crédito 2025 fueron utilizados por el Deudor para, entre otros, pagar de forma completa las obligaciones y financiamientos a favor de los Acreedores del Crédito 2021. Con fecha 29 de abril de 2025, se llevó a cabo el pago total de dichas deudas y financiamientos, según consta en la carta de pago ("*Payoff Letters*") de fecha 24 de abril de 2025, y las confirmaciones recibidas al amparo de la misma.

DÉCIMO QUINTO. Con fecha 29 de abril de 2025, el Agente Administrativo del Crédito 2025, en tal carácter, se adhirió al Convenio entre Acreedores, como parte garantizada bajo el mismo,

mediante la suscripción del Convenio de Accesión ("*Accession Agreement*") de fecha 29 de abril de 2025, entre el Agente Administrativo del Crédito 2025, el Deudor, el Agente Interacreedores, en su carácter de agente de garantías.

DÉCIMO SEXTO. Con fecha 13 de mayo de 2025, en atención a lo establecido en el Antecedente inmediato anterior las Partes celebraron cierto convenio modificatorio al Contrato de Prenda 2021 a efecto de ratificar las obligaciones del Deudor derivadas del Contrato de Crédito 2025, constituyen Obligaciones Garantizadas bajo el Contrato de Prenda de 2021.

DÉCIMO SÉPTIMO. Con fecha 17 de agosto de 2026, el Deudor, Braskem S.A., y Braskem Netherlands, B.V., Etileno, como accionistas (*Consenting Shareholders*), Inbursa como acreditante (*Senior Secured Term Lender*), y los tenedores beneficiarios de, o asesores de inversión, sub-asesores o administradores de cuentas discrecionales o fondos que sean tenedores beneficiarios de, créditos derivados de las Notas Preferentes Garantizadas que sean parte del mismo de tiempo en tiempo (*Consenting Senior Secured Noteholders*), celebraron un Convenio de Apoyo a la Reestructura (*Restructuring Support Agreement* según el mismo sea modificado, adicionado, complementado o de cualquier otra forma reformado, de tiempo en tiempo, el "RSA"), por virtud del cual el Deudor y las Partes Interesadas Consentidoras acordaron los términos y condiciones materiales de una reestructura integral de la estructura de capital del Deudor.]

DÉCIMO OCTAVO. Con fecha 17 de agosto de 2026, el Deudor inició un procedimiento voluntario conforme al Capítulo 11 del Código de Quiebras de los Estados Unidos de América (*Chapter 11 of the Bankruptcy Code of the United States*) ante el Tribunal de Quiebras de los Estados Unidos de América para el Distrito Sur del Estado de Texas, División Houston (*United States Bankruptcy Court for the Southern District of Texas, Houston Division*).

DÉCIMO NOVENO. Con fecha 18 de agosto de 2026, el Tribunal de Quiebras de los Estados Unidos de América para el Distrito Sur del Estado de Texas, División Houston (*United States Bankruptcy Court for the Southern District of Texas, Houston Division*) emitió la orden número [•] (la "Orden DIP") autorizando al Deudor a un crédito contra la masa (*debtor in possession financing*) a través de cierto financiamiento con superprioridad, garantía preferente y derecho de prelación, de múltiples tramos y desembolso diferido (*superpriority, senior secured and priming multi-tranche, delayed-draw debtor-in-possession facility*) (el "Financiamiento DIP"), así como la celebración de todos los documentos relacionados con dicho Financiamiento DIP, incluyendo, sin limitación, según corresponda, contratos de garantía, contratos de fideicomiso (incluyendo el presente Convenio), contratos de prenda, contratos de control, hipotecas, escrituras, cargas, garantías, pagarés, pagarés intercompañía, certificados, instrumentos, contratos de garantía sobre propiedad intelectual, notas, avisos de sindicación y formularios de suscripción, cartas de comisiones o primas y cualquier otro documento que pueda ser razonablemente solicitado en relación con el Financiamiento DIP.

VIGÉSIMO. Con fecha 17 de agosto de 2026, el Deudor, con ese mismo carácter, los garantes (*Guarantors)* que de tiempo en tiempo formen parte del mismo, el Deudor como acreditado ("*Borrower*"), el Nuevo Acreedor Prendario y las demás personas que figuren de tiempo en tiempo como acreditantes (los "Acreditantes DIP" según el término "*DIP Lenders*" se define en el Contrato de Crédito DIP) celebraron un Contrato de Crédito Superprioritario para Deudor en Posesión (*Superpriority Debtor-In-Possession Credit Agreement*, el "Contrato de Crédito DIP") por virtud del cual los Acreditantes DIP acordaron poner a disposición del Deudor una línea de crédito para deudor en posesión (*DIP Facility*) por un monto de principal agregado de hasta

EUA$408,890,000.00 (cuatrocientos ocho millones ochocientos noventa mil Dólares 00/100, moneda de curso legal en los Estados Unidos de América), denominada en Dólares, compuesta por: (i) EUA$279,000,000.00 (doscientos setenta y nueve millones de Dólares 00/100, moneda de curso legal en los Estados Unidos de América) en Créditos New Money; y (ii) aproximadamente EUA$129,890,000.00 (ciento veintinueve millones ochocientos noventa mil Dólares 00/100, moneda de curso legal de los Estados Unidos de América) en Créditos Roll-Up.

VIGÉSIMO PRIMERO. Las Partes celebran el presente Convenio Modificatorio en términos de la Orden DIP, el Contrato de Crédito DIP, a efecto de (i) subordinar la prelación del Acreedor Prendario 2021 respecto del Nuevo Acreedor Prendario, como nuevo acreedor prendario; (ii) adherir al Nuevo Acreedor Prendario como acreedor prendario; (iii) considerar como Obligaciones Garantizadas aquellas obligaciones derivadas de los Documentos del Crédito DIP; y (iv) modificar y reexpresar el Contrato de Prenda en su totalidad, a efectos de quedar redactado en los términos del **Anexo "A"**.

DECLARACIONES

I. Declara el Deudor, por medio de sus representantes legales, que:

(a) Es una sociedad anónima promotora de inversión debidamente constituida y válidamente existente de conformidad con las leyes de México, y cuenta con la capacidad suficiente para otorgar la Prenda objeto del Contrato de Prenda y cumplir con sus obligaciones al amparo del presente Convenio Modificatorio.

(b) A la fecha del presente Convenio Modificatorio, su Capital Social se encuentra distribuido de la siguiente manera:

Accionista	Acciones
Braskem S.A.	1 Clase "A"
Banco Multiva, S.A., Institución de Banca Múltiple, Grupo Financiero Multiva, División Fiduciaria, como Fiduciario en el Fideicomiso No. DB/1611 (anteriormente F/16 11)	225,892 Clase "A" 75,299 Clase "B"

(c) Ha obtenido todas las autorizaciones corporativas necesarias para celebrar el presente Convenio Modificatorio y cumplir con sus obligaciones en términos del mismo.

(d) Sus representantes legales cuentan con facultades suficientes para la celebración del presente Convenio Modificatorio, mismas que no les han sido limitadas, modificadas o revocadas en forma alguna.

(e) El presente Contrato de Prenda constituye, en favor del Nuevo Acreedor Prendario, en representación y para beneficio de las Partes Garantizadas DIP, una prenda sobre acciones en primer lugar y grado de prelación sobre las Acciones Pignoradas (según dicho término se define en el Contrato de Prenda), y no se requiere de ningún otro registro, inscripción o acciones a efecto de que este Contrato de Prenda constituya una prenda sobre acciones en primer lugar y grado de prelación sobre las Acciones Pignoradas con el objeto de garantizar

el pago oportuno y cumplimiento total de las Obligaciones Garantizadas; en el entendido, sin embargo, que conforme a la Cláusula Sexta del presente Convenio, se deberá de realizar la anotación correspondiente en el libro de registro de acciones del Deudor y de BI Servicios en términos de las Cláusulas 2.2., 5.1. y 5.2. del Contrato de Prenda.

(f) Reconoce expresamente (i) la existencia del Nuevo Acreedor Prendario y de las Partes Garantizadas DIP, (ii) la capacidad legal del Acreedor Prendario 2021 y del Nuevo Acreedor Prendario para actuar por cuenta y para beneficio de las Partes Garantizadas 2021 y las Partes Garantizadas DIP, respectivamente, respecto de la celebración del presente Contrato, y (iii) la capacidad y facultades de sus representantes legales para firmar el presente Contrato en nombre y representación del Acreedor Prendario 2021 y del Nuevo Acreedor Prendario, respectivamente.

II. Declara BI Servicios, por medio de sus representantes legales, que:

(a) Es una sociedad anónima de capital variable debidamente constituida y válidamente existente de conformidad con las leyes de México, y cuenta con la capacidad suficiente para cumplir con sus obligaciones al amparo del presente Convenio Modificatorio.

(b) A la fecha del presente Convenio Modificatorio, su Capital Social se encuentra distribuido de la siguiente manera:

Accionista	Acciones
Etileno XXI, S.A. de C.V.	1 Serie l
Banco Multiva, S.A., Institución de Banca Múltiple, Grupo Financiero Multiva, División Fiduciaria, como Fiduciario en el Fideicomiso No. DB/1611 (anteriormente F/16 11)	49,999 Serie I 12,425,900 Serie II

(c) Ha obtenido todas las autorizaciones corporativas necesarias para celebrar el presente Convenio Modificatorio y cumplir con sus obligaciones en términos del mismo.

(d) Sus representantes legales cuentan con facultades suficientes para la celebración del presente Convenio Modificatorio, mismas que no les han sido limitadas, modificadas o revocadas en forma alguna.

(e) El presente Contrato de Prenda constituye, en favor del Nuevo Acreedor Prendario, en representación y para beneficio de las Partes Garantizadas DIP, una prenda sobre acciones en primer lugar y grado de prelación sobre las Acciones Pignoradas (según dicho término se define en el Contrato de Prenda), y no se requiere de ningún otro registro, inscripción o acciones a efecto de que este Contrato de Prenda constituya una prenda sobre acciones en primer lugar y grado de prelación sobre las Acciones Pignoradas con el objeto de garantizar el pago oportuno y cumplimiento total de las Obligaciones Garantizadas; en el entendido, sin embargo, que conforme a la Cláusula Sexta del presente Convenio, se deberá de realizar la anotación correspondiente en el libro de registro de acciones de BI Servicios en términos de las Cláusulas 2.2., 5.1. y 5.2. del Contrato de Prenda.

(f) Reconoce expresamente (i) la existencia del Nuevo Acreedor Prendario y de las Partes Garantizadas DIP, (ii) la capacidad legal del Acreedor Prendario 2021 y del Nuevo Acreedor Prendario para actuar por cuenta y para beneficio de las Partes Garantizadas 2021 y las Partes Garantizadas DIP, respectivamente, respecto de la celebración del presente Contrato, y (iii) la capacidad y facultades de sus representantes legales para firmar el presente Contrato en nombre y representación del Acreedor Prendario 2021 y del Nuevo Acreedor Prendario, respectivamente.

III. Declara Braskem, por medio de sus representantes legales, que:

(a) Es una sociedad anónima constituida y válidamente existente de conformidad con las leyes de Brasil, y cuenta con la capacidad suficiente para otorgar la Prenda objeto del Contrato de Prenda y cumplir con sus obligaciones al amparo del presente Convenio Modificatorio.

(b) Sus representantes legales cuentan con facultades suficientes para la celebración del presente Convenio Modificatorio, mismas que no les han sido limitadas, modificadas o revocadas en forma alguna.

(c) Este Convenio Modificatorio constituye una obligación válida y exigible a su cargo, de conformidad con sus términos, excepto en la medida en que puedan ser afectadas por la aplicación de leyes en materia de insolvencia.

(d) Es su deseo celebrar este Convenio Modificatorio a fin de modificar y reexpresar los términos del Contrato de Prenda Original como más adelante se indica.

(e) Ha obtenido todas las autorizaciones corporativas necesarias para celebrar el Convenio Modificatorio y cumplir con sus obligaciones conforme al mismo.

(f) Es el único y legítimo propietario (y propietario registrado como tal en el libro de registro de acciones del Deudor) y tiene la legítima titularidad sobre 1 (una) acción Serie "A" representativa del capital social del Deudor (dicha acción, incluyendo todos y cada uno de los derechos corporativos y económicos derivados de o relacionados con la misma, será referida como la "Acción Pignorada Braskem").

(g) La Acción Pignorada Braskem ha sido debida y válidamente emitida por el Deudor; se encuentra íntegramente suscrita, pagada y liberada; y excepto por la prenda que constituida conforme Contrato de Prenda o Gravámenes permitidos de conformidad con los Documentos del Crédito DIP, se encuentra libre de Gravamen.

(h) La Acción Pignorada Braskem no se encuentra sujeta a ningún contrato, convenio o documento que por sus términos restrinja, de cualquier manera, cualquier votación o prenda de la Acción Pignorada Braskem.

(i) Excepto por las autorizaciones y aprobaciones que han sido debida y válidamente obtenidas, las cuales se encuentran en vigor y surtiendo plenamente sus efectos a esta fecha, no requiere autorización o aprobación alguna para celebrar el presente Convenio Modificatorio, ni para otorgar, perfeccionar y mantener la prenda sobre la Acción Pignorada Braskem, ni para cumplir o llevar a cabo las obligaciones asumidas por el mismo

en los términos del presente Convenio Modificatorio, las cuales son legales, válidas y exigibles en contra de Braskem de conformidad con los términos del presente Convenio Modificatorio y la legislación aplicable correspondiente.

(j) Al celebrar el presente Convenio Modificatorio, reconoce expresamente la capacidad legal y facultades del Acreedor Prendario 2021 actuando como Agente de Garantías en representación y beneficio para las Partes Garantizadas 2021 y del Nuevo Acreedor Prendario.

(k) Reconoce, a partir de la fecha del presente Convenio Modificatorio, la designación y facultades del Nuevo Acreedor Prendario como legítimo acreedor prendario en primer lugar y grado de prelación del Contrato de Prenda, con todos aquellos derechos previstos en el Contrato de Prenda, según se modifica y reexpresa al amparo del presente Convenio Modificatorio.

IV. Declara Etileno, por medio de sus representantes legales, que:

(a) Es una sociedad anónima constituida y válidamente existente de conformidad con las leyes de México, y cuenta con la capacidad suficiente para otorgar la Prenda objeto del Contrato de Prenda y cumplir con sus obligaciones al amparo del presente Convenio Modificatorio.

(b) Sus representantes legales cuentan con facultades suficientes para la celebración del presente Convenio Modificatorio, mismas que no les han sido limitadas, modificadas o revocadas en forma alguna.

(c) Este Convenio Modificatorio constituye una obligación válida y exigible a su cargo, de conformidad con sus términos, excepto en la medida en que puedan ser afectadas por la aplicación de leyes en materia de insolvencia.

(d) Es su deseo celebrar este Convenio Modificatorio a fin de modificar y reexpresar los términos del Contrato de Prenda Original como más adelante se indica.

(e) Ha obtenido todas las autorizaciones corporativas necesarias para celebrar el Convenio Modificatorio y cumplir con sus obligaciones conforme al mismo.

(f) Es el único y legítimo propietario (y propietario registrado como tal en el libro de registro de acciones de BI Servicios) y tiene la legítima titularidad sobre 1 (una) acción Serie "I" representativa del capital social de BI Servicios (dicha acción, incluyendo todos y cada uno de los derechos corporativos y económicos derivados de o relacionados con la misma, será referida como la "Acción Pignorada BI", y conjuntamente con la Acción Pignorada Braskem, las "Acciones Pignoradas").

(g) La Acción Pignorada BI ha sido debida y válidamente emitida por BI Servicios; se encuentra íntegramente suscrita, pagada y liberada; y excepto por la prenda que constituida conforme Contrato de Prenda o Gravámenes permitidos de conformidad con los Documentos del Crédito DIP, se encuentra libre de Gravamen.

(h) La Acción Pignorada BI no se encuentra sujeta a ningún contrato, convenio o documento que por sus términos restrinja, de cualquier manera, cualquier votación o prenda de la Acción Pignorada BI.

(i) Excepto por las autorizaciones y aprobaciones que han sido debida y válidamente obtenidas, las cuales se encuentran en vigor y surtiendo plenamente sus efectos a esta fecha, no requiere autorización o aprobación alguna para celebrar el presente Convenio Modificatorio, ni para otorgar, perfeccionar y mantener la prenda sobre la Acción Pignorada BI, ni para cumplir o llevar a cabo las obligaciones asumidas por el mismo en los términos del presente Convenio Modificatorio, las cuales son legales, válidas y exigibles en contra de Etileno de conformidad con los términos del presente Convenio Modificatorio y la legislación aplicable correspondiente.

(j) Al celebrar el presente Convenio Modificatorio, reconoce expresamente la capacidad legal y facultades del Acreedor Prendario 2021 actuando como Agente de Garantías en representación y beneficio para las Partes Garantizadas 2021y del Nuevo Acreedor Prendario.

(k) Reconoce, a partir de la fecha del presente Convenio Modificatorio, la designación y facultades del Nuevo Acreedor Prendario como legítimo acreedor prendario en primer lugar y grado de prelación del Contrato de Prenda, con todos aquellos derechos previstos en el Contrato de Prenda, según se modifica y reexpresa al amparo del presente Convenio Modificatorio.

V. Declara el Acreedor Prendario 2021, por medio de sus representantes legales, que:

(a) Es una sociedad debidamente constituida y válidamente existente de conformidad con las leyes de los Estados Unidos de América.

(b) Sus representantes legales cuentan con las facultades suficientes para suscribir el presente Convenio Modificatorio en su representación.

(c) Comparece a la celebración de este Convenio no en su calidad individual, sino como Agente de Garantías en representación y para beneficio de las Partes Garantizadas 2021.

(d) Ha acordado subordinar su prelación en favor del Nuevo Acreedor Prendario conforme a lo dispuesto en la Cláusula Tercera del presente Convenio Modificatorio.

VI. Declara el Nuevo Acreedor Prendario, por medio de sus representantes legales, que:

(a) Es una sociedad debidamente constituida y válidamente existente de conformidad con las leyes de México.

(b) Sus representantes cuentan con las facultades necesarias para suscribir el presente Convenio Modificatorio, facultades que no les han sido revocadas, limitadas o modificadas en forma alguna a la fecha del presente.

(c) Comparece a la celebración de este Convenio no en su calidad individual, sino como Agente de Garantías en representación y para beneficio de las Partes Garantizadas DIP, en términos de los Documentos del Crédito DIP.

(d) Es su voluntad celebrar el presente Convenio Modificatorio y adherirse al Contrato de Prenda y aceptar su nombramiento como acreedor prendario, conforme al Contrato de Prenda que se modifica y reexpresa de conformidad con el presente Convenio Modificatorio, en representación y para beneficio de las Partes Garantizadas DIP.

CLÁUSULAS

PRIMERA. TÉRMINOS DEFINIDOS. Salvo que en este Convenio Modificatorio se establezca lo contrario, los términos con mayúscula inicial que se utilizan en el presente, tendrán el significado que se le atribuye a cada uno de ellos en el Contrato de Prenda que se adjunta al presente como **Anexo "A"**.

De igual forma, aplican al presente Convenio Modificatorio las reglas de interpretación previstas en el Contrato de Prenda adjunto al presente como **Anexo "A"**.

SEGUNDA. ADHESIÓN DEL NUEVO ACREEDOR PRENDARIO AL CONTRATO

En este acto, el Nuevo Acreedor Prendario, manifiesta su voluntad expresa e irrevocable de adherirse al Contrato de Prenda sobre Acciones, asumiendo desde este momento la calidad de Acreedor Prendario respecto de las Acciones Pignoradas, con todos los derechos y obligaciones que dicha calidad conlleva de conformidad con los términos del Contrato de Prenda y la legislación aplicable.

El Nuevo Acreedor Prendario declara que conoce, ha leído y acepta en su totalidad el contenido del Contrato de Prenda, sus anexos y demás convenios modificatorios que lo integran, obligándose a cumplir con las disposiciones contenidas en los mismos en los términos pactados.

La presente adhesión surtirá plenos efectos jurídicos a partir de la fecha de suscripción del presente Convenio, y las demás partes del Contrato de Prenda reconocen en este acto al Nuevo Acreedor Prendario como parte del mismo con todos los efectos legales que correspondan.

TERCERA. OBLIGACIONES GARANTIZADAS; SUSTITUCIÓN DE ACREEDOR PRENDARIO.

(a) De conformidad con lo descrito en los Antecedentes del presente Convenio Modificatorio, en este acto el Acreedor Prendario 2021 reconoce y acepta que, en su carácter de Agente de Garantías en beneficio y representación de las Partes Garantizadas 2021, ha pasado a tener el carácter de legítimo acreedor prendario con el segundo lugar y grado de prelación al amparo del Contrato de Prenda. En virtud de lo anterior, las Partes reconocen que, a partir de la fecha de celebración del presente Convenio Modificatorio, el Nuevo Acreedor Prendario, en representación y para beneficio de las Partes Garantizadas DIP, será legítimo acreedor prendario en primer lugar y grado de prelación al amparo del Contrato de Prenda.

Como consecuencia de lo anterior, el Nuevo Acreedor Prendario, en representación y para beneficio de las Partes Garantizadas DIP, en este acto acepta de forma expresa, incondicional e irrevocable su designación como único y legítimo acreedor prendario en primer lugar y el Acreedor Prendario 2021 acepta expresa, incondicional e irrevocable su designación como acreedor prendario en segundo lugar, en representación y para beneficio de las Partes Garantizadas 2021.

(b) Las Partes reconocen expresa e irrevocablemente la designación del Nuevo Acreedor Prendario como nuevo, único y legítimo acreedor prendario en primer lugar y grado de prelación así como la designación del Acreedor Prendario 2021 su carácter de Agente de Garantías en representación y beneficio de las Partes Garantizadas 2021,como acreedor prendario en segundo lugar y grado de prelación.

(c) Al amparo de lo anterior, el Deudor, BI Servicios y los Deudores Prendarios reconocen y aceptan que todas aquellas obligaciones derivadas de los Documentos del Crédito DIP y cualesquiera otros financiamientos y pasivos que de tiempo en tiempo deban garantizarse al amparo del Contrato de Prenda, constituirán Obligaciones Garantizadas con una garantía en primer lugar y grado de prelación respecto de las Acciones Pignoradas.

CUARTA. MODIFICACIÓN Y REEXPRESIÓN. Las Partes convienen en modificar de manera integral, con efectos a partir de la presente fecha, el Contrato de Prenda para quedar redactado en su integridad en los términos provistos en el **Anexo "A"** del presente Convenio Modificatorio.

QUINTA. OTORGAMIENTO DE PODERES. Los Deudores Prendarios, de forma simultánea a la celebración del presente Convenio Modificatorio otorgan en favor del Nuevo Acreedor Prendario, un poder especial irrevocable (utilizando el formato adjunto al Contrato de Prenda) en los términos del Artículo 2596 del Código Civil Federal y sus correlativos para los demás Estados de México y la Ciudad de México. Entendiéndose que no se otorgará poder alguno en favor del Acreedor Prendario 2021, ya que resulta vigente aquel oportunamente otorgado.

SEXTA. NO NOVACIÓN. Las Partes en este acto convienen de manera expresa que este Convenio no constituye novación a las Obligaciones Garantizadas ni a las obligaciones al amparo del Contrato de Prenda, según el mismo haya sido modificado y reexpresado.

SÉPTIMA. RATIFICACIÓN DEL CONTRATO DE PRENDA. (A) Las Partes convienen en (i) ratificar ante fedatario público sus firmas en este Convenio Modificatorio, y (ii) obtener la inscripción de este Convenio Modificatorio en el Registro Único de Garantías Mobiliarias dentro de los 10 (diez) Días Hábiles siguientes a la fecha de su celebración, y entregar al Nuevo Acreedor Prendario copia de la boleta de inscripción respectiva documentando dicha inscripción.

(B) Asimismo, el Deudor y BI Servicios deberán de entregar al Nuevo Acreedor Prendario, a más tardar dentro de los 10 (diez) Días Hábiles siguientes a la fecha del presente, una copia del asiento realizado en el libro de registro de acciones del Deudor y BI Servicios, debidamente certificada por el Secretario del Consejo de Administración del Deudor y BI Servicios, respectivamente, evidenciando que, a la fecha del presente, ha sido celebrado el Convenio Modificatorio, se ha realizado el cambio en las Obligaciones Garantizadas, y que el actual acreedor prendario en primer lugar es el Nuevo Acreedor Prendario.

OCTAVA. RECONOCIMIENTO DE ADEUDO. El Deudor en este acto reconoce, de forma irrevocable e incondicional, el adeudo a su cargo en favor del Nuevo Acreedor Prendario al amparo de los Documentos del Crédito DIP, correspondiente a principal más los intereses y accesorios, así como comisiones, penalizaciones e intereses moratorios que se generen conforme al mismo.

NOVENA. RATIFICACIÓN DE OBLIGACIONES BAJO EL CONTRATO DE PRENDA. El Contrato de Prenda está siendo modificado en los términos del presente y las partes del presente Convenio Modificatorio en este acto confirman y ratifican su validez y exigibilidad legal, por lo que el mismo seguirá en vigor y surtiendo plenos efectos, no obstante la celebración del presente Convenio Modificatorio.

DÉCIMA. GASTOS, COSTOS E IMPUESTOS. En este acto el Deudor conviene en pagar todos y cada uno de los honorarios (incluyendo los honorarios del notario público), costos, gastos e impuestos adeudados en relación con la celebración y registro del presente Convenio Modificatorio.

DÉCIMA PRIMERA. NOTIFICACIONES. Cualquier notificación con respecto al presente Convenio deberá realizarse conforme a lo dispuesto en la Cláusula 9.3 del Contrato de Prenda, en términos del **Anexo "A"**.

DÉCIMA SEGUNDA. ENCABEZADOS. Todos los títulos o encabezados de las Cláusulas de este Convenio Modificatorio o de sus Anexos se utilizan únicamente para fines de referencia, por lo que no afectarán el contenido de las Cláusulas, en el entendido de que su contenido se regirá por los acuerdos entre las Partes establecidos en este Convenio y/o en sus Anexos, según sea el caso.

DÉCIMA TERCERA. LEY APLICABLE. El presente Convenio Modificatorio será regido por e interpretado de conformidad con las leyes federales de México.

DÉCIMA CUARTA. JURISDICCIÓN. Para la interpretación, cumplimiento y ejecución de este Convenio, las Partes se sujetan expresa e irrevocablemente a la jurisdicción de los tribunales de la Ciudad de México, renunciando expresamente a cualquier otra jurisdicción que les puedan corresponder en razón de sus domicilios presentes o futuros o por cualquier otra razón.

DÉCIMA QUINTA. MODIFICACIONES. Cualquier modificación a este Convenio Modificatorio debe constar por escrito y debe celebrarse y suscribirse por escrito por todas las Partes del mismo.

EN VIRTUD DE LO CUAL, las Partes de este Convenio, lo suscriben en la fecha indicada en el proemio del mismo.

[*El resto de esta página se dejó en blanco de forma intencional*]

[*Siguen páginas de firma*]

EL DEUDOR

Braskem Idesa, S.A.P.I.

_____
Nombre: Alonso Gómez del Campo Estrada
Cargo: Apoderado

_____
Nombre: Gustavo Gindler Sergi
Cargo: Apoderado

[*Hoja de firmas al Tercer Convenio Modificatorio y de Reexpresión al Contrato de Prenda sobre Acciones]*

BI SERVICIOS

BRASKEM IDESA SERVICIOS, S.A. DE C.V.

_____
Nombre: Alonso Gómez del Campo Estrada
Cargo: Apoderado

_____
Nombre: Gustavo Gindler Sergi
Cargo: Apoderado

[*Hoja de firmas al Tercer Convenio Modificatorio y de Reexpresión al Contrato de Prenda sobre Acciones]*

BRASKEM

BRASKEM, S.A.

_____
Nombre: Arturo de la Parra Rodea
Cargo: Apoderado

_____
Nombre: Santiago Sinde Loya
Cargo: Apoderado

[*Hoja de firmas al Tercer Convenio Modificatorio y de Reexpresión al Contrato de Prenda sobre Acciones*]

ETILENO

ETILENO XXI, S.A. DE C.V.

_____
Nombre: Hector Javier Monroy Domínguez
Cargo: Apoderado

_____
Nombre: Mauricio Hajj Slim
Cargo: Apoderado

[*Hoja de firmas al Tercer Convenio Modificatorio y de Reexpresión al Contrato de Prenda sobre Acciones]*

EL ACREEDOR PRENDARIO 2021

Deutsche Bank Trust Company Americas, actuando como Agente de Garantías, en representación y para el beneficio de las Partes Garantizadas 2021

_____
Nombre: Susana Guízar Rodríguez
Cargo: Apoderada

_____
Nombre: José Roberto García Aguas
Cargo: Apoderada

[*Hoja de firmas al Tercer Convenio Modificatorio y de Reexpresión al Contrato de Prenda sobre Acciones*]

EL NUEVO ACREEDOR PRENDARIO

TMF Mexico Business Process, S. de R.L. de C.V., actuando únicamente como Agente de Garantías, en representación y para el beneficio de las Partes Garantizadas DIP.

_____
Nombre: Adrian Paul Owen
Cargo: Apoderado

_____
Nombre: Paulina López Rubio
Cargo: Apoderada

[*Hoja de firmas al Tercer Convenio Modificatorio y de Reexpresión al Contrato de Prenda sobre Acciones*]

Anexo A

Contrato de Prenda
(modificado y reexpresado)

CONTRATO DE PRENDA SOBRE ACCIONES (EL "CONTRATO"), CELEBRADO ORIGINALMENTE EL 6 DE MARZO DE 2013 Y MODIFICADO Y REEXPRESADO CON FECHA 18 DE AGOSTO DE 2026, CELEBRADO ENTRE:

(A) BRASKEM, S.A., COMO DEUDOR PRENDARIO ("BRASKEM");

(B) ETILENO XXI, S.A. DE C.V., COMO DEUDOR PRENDARIO ("ETILENO" Y, CONJUNTAMENTE CON BRASKEM, LOS "DEUDORES PRENDARIOS"); Y

(C) DEUTSCHE BANK TRUST COMPANY AMERICAS, ACTUANDO ÚNICAMENTE COMO AGENTE DE GARANTÍAS, EN REPRESENTACIÓN Y PARA EL BENEFICIO DE LAS PARTES GARANTIZADAS 2021 (SEGÚN DICHO TÉRMINO SE DEFINE MÁS ADELANTE), COMO ACREEDOR PRENDARIO ORIGINAL (EL "ACREEDOR PRENDARIO 2021").

(D) TMF MEXICO BUSINESS PROCESS, S. DE R.L. DE C.V. , ACTUANDO ÚNICAMENTE COMO AGENTE DE GARANTÍAS, EN REPRESENTACIÓN Y PARA EL BENEFICIO DE LAS PARTES GARANTIZADAS DIP (SEGÚN DICHO TÉRMINO SE DEFINE MÁS ADELANTE), COMO NUEVO ACREEDOR PRENDARIO (EL "NUEVO ACREEDOR PRENDARIO" Y CONJUNTAMENTE CON EL ACREEDOR PRENDARIO 2021, LOS "ACREEDORES PRENDARIOS").

CON LA COMPARECENCIA DE

(A) BRASKEM IDESA, S.A.P.I. (EL "DEUDOR"); Y

(B) BRASKEM IDESA SERVICIOS, S.A. DE C.V. ("BI SERVICIOS").

DE CONFORMIDAD CON LOS SIGUIENTES ANTECEDENTES, DEFINICIONES, DECLARACIONES Y CLÁUSULAS:

ANTECEDENTES

[Se omiten intencionalmente]

DECLARACIONES

[Se omiten intencionalmente]

EN TESTIMONIO DE LO CUAL, las Partes convienen las siguientes:

CLÁUSULAS

PRIMERA. TÉRMINOS DEFINIDOS; INTERPRETACIÓN.

1.1. Términos Definidos. Para todos los efectos de este Contrato (i) los términos con mayúscula inicial que no se definen en el presente tendrán el significado que se les atribuye a dichos términos en el **Anexo "A"**, y (ii) los términos con mayúscula inicial que no aparecen definidos en este Contrato, tendrán el significado que se les atribuye a los mismos en el Contrato de Fideicomiso de Garantía.

1.2. Reglas de Interpretación. Los términos definidos en la presente Cláusula aplicarán tanto a la forma singular como al plural de dichos términos. Cuando el contexto así lo requiera, cualquier pronombre incluirá la forma masculina, femenina o neutra correspondiente. Salvo que expresamente se establezca lo contrario, todas las referencias a Cláusulas y Secciones, incisos, sub-incisos o numerales de Cláusulas o Secciones, se refieren a Cláusulas, Secciones, incisos, sub-incisos o numerales de este Contrato, y todas las referencias a los Apéndices y Anexos se refieren a Apéndices y Anexos adjuntos e incorporados por referencia al presente Contrato. Según se utilizan en el presente Contrato, las palabras (i) "en el presente", "del presente", "conforme al presente", "más adelante en el presente" y palabras de significado similar se entenderá que hacen referencia a este Contrato en su conjunto y no a alguna Cláusula, Sección, inciso, sub-inciso o numeral en particular del presente Contrato, y (ii) "incluyen", "incluye" e "incluyendo" se entenderán seguidas de las palabras "sin limitación alguna", salvo que se establezca expresamente lo contrario.

Asimismo, se considerará que cualquier referencia a (i) cualquier contrato, convenio, documento o instrumento incluye la referencia a dicho contrato, convenio, documento o instrumento, según el mismo sea modificado, ya sea total o parcialmente, adicionado o de cualquier otra forma reformado en cualquier momento, y (ii) cualquier ley, regla o reglamento incluye las reformas a los mismos en cualquier tiempo o a cualquier ley, regla o reglamento que los sustituya.

Las referencias a una Persona también son a sus causahabientes, cesionarios permitidos y, según sea aplicable, a cualquier Persona que las sustituya.

SEGUNDA. CONSTITUCIÓN DE LA PRENDA SOBRE ACCIONES.

2.1 Prenda sobre Acciones. Con el objeto de garantizar el pago y cumplimiento total y puntual de todas las Obligaciones Garantizadas (ya sea a su fecha de vencimiento programado, por vencimiento anticipado o por cualquier otro motivo), cada Deudor Prendario en este acto constituye y/o ratifica, de manera irrevocable e incondicional, la creación de una prenda en primer lugar y grado de prelación sobre las Acciones Pignoradas, a favor del Nuevo Acreedor Prendario y una prenda en segundo lugar y grado de prelación sobre las Acciones Pignoradas, a favor del Acreedor Prendario 2021, actuando, en representación y para beneficio de las Partes Garantizadas DIP y de las Partes Garantizadas 2021, respectivamente (la "Prenda").

2.2 Disposiciones Aplicables.

(a) De conformidad con el Artículo 334, Sección II de la Ley General de Títulos y Operaciones de Crédito ("LGTOC"), las partes reconocen que los Deudores Prendarios han entregado o entregarán los Acreedores Prendarios:

(i) al Nuevo Acreedor Prendario el original de los títulos de acciones y al Acreedor Prendario 2021 una copia simple de dichos títulos de acciones, que representan las Acciones Pignoradas, debidamente endosados en garantía en favor del Nuevo Acreedor Prendario, copia de los cuales se acompaña al presente como **Anexo "B"**; y

(ii) una copia del asiento en el Libro de Registro de Acciones del Deudor y de BI Servicios, debidamente certificada como original por el Secretario del Consejo de Administración de cada una de dichas compañías, en el cual consta que las Acciones Pignoradas han quedado pignoradas a favor del Acreedor Prendario 2021 y el Nuevo Acreedor Prendario en prelación

y conforme a los términos establecidos en el presente Contrato y que ha sido otorgado el poder previsto en el presente Contrato. Una copia de dichos asientos se adjunta al presente como **Anexo "C"**.

(b) Los Deudores Prendarios, el Acreedor Prendario 2021 y el Nuevo Acreedor Prendario reconocen y acuerdan que la Prenda constituida en términos del presente Contrato ha sido perfeccionada de conformidad con la Sección II, Artículo 334 de la LGTOC, y será regida de conformidad con lo dispuesto en la Sección Sexta Capítulo IV del Título Segundo de la LGTOC. Asimismo, las Partes reconocen y acuerdan que las disposiciones de la Sección Séptima, Capítulo IV, Título Segundo de la LGTOC no serán aplicables a la Prenda constituida mediante este Contrato de Prenda.

(c) El Acreedor Prendario 2021 y el Nuevo Acreedor Prendario convienen en este acto que la celebración de este Contrato constituye el reconocimiento de resguardo de las Acciones Pignoradas otorgadas en prenda en este Contrato, en términos del Artículo 337 de la LGTOC. En virtud de lo anterior, cada Deudor Prendario, el Acreedor Prendario 2021 y el Nuevo Acreedor Prendario reconocen y acuerdan que la Prenda sobre las Acciones Pignoradas ha sido perfeccionada y constituye una garantía en primer lugar y grado de prelación a favor del Nuevo Acreedor Prendario y en segundo lugar y grado de prelación a favor del Acreedor Prendario 2021.

2.3 Registro. Cada Deudor Prendario se obliga a obtener el registro definitivo del presente Contrato de Prenda sobre Acciones en el RUG y deberá entregar constancia de dicho registro al Nuevo Acreedor Prendario y el Acreedor Prendario 2021.

TERCERA. VARIACIÓN EN EL VALOR DE LAS ACCIONES PIGNORADAS.

En caso de que el valor de las Acciones Pignoradas otorgadas en prenda mediante el presente Contrato incremente o disminuya, ya sea como resultado de un aumento o disminución del capital o por cualquier otra razón, cada Deudor Prendario, el Acreedor Prendario 2021 y el Nuevo Acreedor Prendario reconocen y acuerdan que las Acciones Pignoradas continuarán estando sujetas a la Prenda que en este acto se constituye, con el valor resultante. El Acreedor Prendario 2021 y el Nuevo Acreedor Prendario en este acto renuncian expresamente a cualquier derecho que pudiera resultar en su favor, de conformidad con el Artículo 340 de la LGTOC.

CUARTA. OBLIGACIONES DE LOS DEUDORES PRENDARIOS.

En tanto el presente Contrato de Prenda sobre Acciones y las Obligaciones Garantizadas se encuentren vigentes y sean exigibles, cada Deudor Prendario se obliga a:

(a) En caso de que cualquier cantidad pagadera en relación con las Acciones Pignoradas esté documentada o posteriormente se documente en un título de crédito o documento negociable y dicho pago no esté permitido en términos de los Documentos del Crédito DIP, entregar inmediatamente al Acreedor Prendario correspondiente dicho instrumento o documento debidamente endosado en garantía, para hacer constar la Prenda bajo el presente Contrato, y para ser conservado por el Acreedor Prendario correspondiente conforme este Contrato.

(b) A costa y a cargo del Deudor, tomar todas las acciones que sean razonablemente necesarias o, en la opinión del Acreedor Prendario correspondiente, razonablemente convenientes, para establecer, mantener, perfeccionar, defender y preservar la Prenda, así

como sus derechos sobre las Acciones Pignoradas, respectivamente, en contra de cualquier reclamación, demanda o acción de cualquier persona distinta al Acreedor Prendario 2021 y al Nuevo Acreedor prendario, en el entendido de que la excepción prevista a favor del Acreedor Prendario 2021 y del Nuevo Acreedor Prendario únicamente aplica respecto del ejercicio legítimo de los derechos que les correspondan a cada uno conforme al presente Contrato y a los demás Documentos del Crédito DIP, y preservar la validez de los poderes otorgados de conformidad con este Contrato y cada uno de los registros necesarios respecto de cualesquiera de las Acciones Pignoradas, según sea requerido por la legislación aplicable en México, sin que lo anterior implique renuncia alguna de los Deudores Prendarios a sus derechos y defensas legales.

(c) No realizar acto alguno (i) que de cualquiera manera pudiera afectar la exigibilidad de la Prenda constituida mediante este Contrato de Prenda sobre Acciones por parte del Acreedor Prendario 2021 y/o el Nuevo Acreedor Prendario; o (ii) que como resultado del cual pudiera razonablemente esperarse una afectación a la exigibilidad de la Prenda por parte Acreedor Prendario 2021 y/o el Nuevo Acreedor Prendario .

QUINTA. EJERCICIO DE LOS DERECHOS DE LAS ACCIONES PIGNORADAS.

Las Partes acuerdan expresamente lo siguiente:

5.1. En tanto no se haya entregado un Aviso de Incumplimiento, el Acreedor Prendario 2021 y el Nuevo Acreedor Prendario deberán permitir a los Deudores Prendarios, previa aprobación por escrito, según corresponda, ejercer todos los derechos (corporativos y económicos) derivados de las Acciones Pignoradas, en cualquier asamblea general de accionistas del Deudor o de BI Servicios, según corresponda, o en cualquiera de las resoluciones unánimes adoptadas fuera de asamblea de accionistas del Deudor o de BI Servicios, según corresponda.

5.2 A partir de que el Acreedor Prendario correspondiente ha entregado un Aviso de Incumplimiento, cada Deudor Prendario en este acto reconoce y acuerda que todos los derechos corporativos y económicos derivados de las Acciones Pignoradas, según corresponda, deberán ser ejercidos únicamente por el Nuevo Acreedor Prendario. Lo anterior en el entendido que el Nuevo Acreedor Prendario tendrá el derecho, más no la obligación, en cualquier momento siguiente a la existencia de un Aviso de Incumplimiento, de autorizar por escrito a los Deudores Prendarios para ejercer dichos derechos.

5.3. Para tales efectos, a más tardar en la fecha de celebración del presente Contrato de Prenda, cada Deudor Prendario deberá otorgar ante notario público un poder especial irrevocable a favor del Nuevo Acreedor Prendario, sustancialmente en términos del formato contenido en el **Anexo "D"**, para que a partir de la fecha en que se entregue un Aviso de Incumplimiento, el Nuevo Acreedor Prendario ejerza los derechos económicos y corporativos de cada Deudor Prendario sobre las Acciones Pignoradas.

5.4. A partir de la fecha en que se entregue cualquier Aviso de Incumplimiento, cualesquiera derechos de recibir y mantener todos y cada uno de los dividendos o cualquier otra distribución de capital o utilidades de cualquier naturaleza, pagada o pagadera con relación a las Acciones Pignoradas (conjuntamente, las "Distribuciones"), formarán parte de la Prenda, por lo que deberán de ser entregadas por el Deudor o BI Servicios, según sea el caso: en primer lugar directamente al Nuevo Acreedor Prendario, para su aplicación al pago de las Obligaciones Garantizadas en

términos de los Documentos del Crédito DIP; y, los remanentes en caso de existir, directamente al Acreedor Prendario 2021, para su aplicación al pago de las Obligaciones Garantizadas en términos del Convenio entre Acreedores 2021 y el Contrato de Crédito DIP y, en caso de ser recibidas por cualquier Deudor Prendario, se mantendrán en depósito para el beneficio de los Acreedores Prendarios, se separarán de los demás bienes y fondos del Deudor Prendario relevante, y serán posteriormente entregadas al Acreedor Prendario correspondiente al Día Hábil siguiente a su recepción.

Las Partes acuerdan que las secciones 5.1 y 5.2 de esta Quinta deberán transcribirse en los asientos del Libro de Registro de Acciones del Deudor y de BI Servicios, en los que se registre la Prenda.

SEXTA. CONTINUIDAD; INDIVISIBILIDAD; DERECHOS ACUMULATIVOS.

6.1 Prenda Continua. La Prenda constituida conforme a este Contrato constituye una prenda continua para el pago y cumplimiento total y puntual de todas las Obligaciones Garantizadas.

6.2 Indivisibilidad.

(a) Salvo por lo previsto en el inciso (b) siguiente; (i) la Prenda constituida conforme a este Contrato de Prenda sobre Acciones es indivisible y, consecuentemente, no se cancelará, terminará, reducirá o liberará hasta que todas las Obligaciones Garantizadas hayan sido cumplidas en su totalidad, (ii) las Partes convienen que las Acciones Pignoradas garantizan en su totalidad las Obligaciones Garantizadas y (iii) el Deudor Prendario en este acto renuncia expresamente al derecho de división o reducción de la Prenda como resultado de pagos parciales de las Obligaciones Garantizadas según lo previsto en el Artículo 349 de la LGTOC.

(b) No obstante lo anterior, una vez que se tengan por cumplidas las Obligaciones Garantizadas de conformidad con el inciso inmediato anterior (incluyendo cualquier otro acto permitido conforme al Convenio entre Acreedores 2021, los Documentos del Crédito DIP y/o la Orden DIP), el acreedor prendario correspondiente liberará la Prenda respecto de las Acciones Pignoradas y dará por concluido el presente Contrato. En virtud de lo anterior, los Acreedores Prendarios se obligan a cooperar con los Deudores Prendarios para que una vez que ocurra se tengan por cumplidas las Obligaciones Garantizadas en los términos descritos en el presente inciso, se lleven a cabo, a costa del Deudor Prendario, todos los actos que sean necesarios o razonablemente convenientes para documentar o perfeccionar la liberación de la Prenda respecto de las Acciones Pignoradas, incluyendo la celebración o suscripción de los contratos, convenios e instrumentos e inscripciones o cancelaciones en el RUG.

6.3 Derechos Absolutos. Los derechos y recursos del Acreedor Prendario 2021 y del Nuevo Acreedor Prendario derivados del presente Contrato de Prenda sobre Acciones son absolutos e incondicionales, independientemente de la constitución, perfeccionamiento, intercambio, liberación o falta de perfeccionamiento de cualquier otra garantía (incluyendo el Gravamen creado de conformidad con los otros documentos de garantía) o cualquier liberación, modificación o renuncia, o consentimiento respecto de cualquier garantía (incluyendo cualesquier Gravamen creado de conformidad con los otros Documentos del Crédito DIP), para el pago y cumplimiento de todas y cada una de las Obligaciones Garantizadas; cualquier ejercicio individual o parcial de

dicho derecho, facultad o recurso no impedirá cualquier otro ejercicio presente o futuro de dicho derecho, facultad o recurso derivado de este Contrato de Prenda sobre Acciones.

6.4 Derechos Acumulativos. Los derechos y recursos del Acreedor Prendario 2021 y del Nuevo Acreedor Prendario previstos en el presente Contrato, en los otros documentos de garantía (incluyendo, sin limitación, el Contrato de Fideicomiso de Garantía) o en cualquier otro contrato, instrumento o documento relacionado con éstos (i) son acumulativos y en adición a, y no exclusivos de, cualesquier derechos o recursos disponibles a los Acreedores Prendarios de conformidad con la legislación aplicable, el presente Contrato de Prenda sobre Acciones o los demás documentos de garantía (incluyendo, sin limitación, el Contrato de Fideicomiso de Garantía) o cualquier otro contrato, instrumento o documento relacionado con los mismos, y (ii) no están condicionados ni son contingentes al ejercicio por parte de los Acreedores Prendarios de cualquiera de sus derechos o recursos derivados del presente Contrato o de los otros documentos de garantía (incluyendo, sin limitar, el Contrato de Fideicomiso de Garantía) o cualquier contrato, instrumento o documento relacionado con éstos en contra de los Deudores Prendarios o contra cualquier otra Persona.

6.5. Custodia de las Acciones Pignoradas. Las obligaciones del Nuevo Acreedor Prendario relativas a la custodia y conservación de las Acciones Pignoradas, estarán limitadas a las obligaciones impuestas por la LGTOC.

SÉPTIMA. EJECUCIÓN.

7.1 Procedimiento. A partir de la entrega de un Aviso de Incumplimiento, el Nuevo Acreedor Prendario estará facultado para ejecutar, con costo para el Deudor, la Prenda y las garantías creadas en este Contrato de Prenda sobre Acciones y ejercer todos o cada uno de sus derechos contenidos en el presente Contrato de Prenda sobre Acciones, de conformidad con los procedimientos judiciales establecidos en la legislación aplicable o hacerse dueño de las Acciones Pignoradas, conforme a lo previsto en el artículo 344 de la LGTOC, para lo cual los Deudores Prendarios en este acto otorgan su consentimiento.

En la medida en que lo permita la legislación aplicable, los recursos obtenidos como resultado de la ejecución de la Prenda serán aplicados por el Nuevo Acreedor Prendario al pago de las Obligaciones Garantizadas de conformidad con los Documentos del Crédito DIP. Lo anterior, sin perjuicio del derecho del Nuevo Acreedor Prendario de perseguir de manera paralela el pago de las Obligaciones Garantizadas mediante el ejercicio de cualesquiera acciones que tenga disponibles conforme a la legislación aplicable y los Documentos del Crédito DIP, incluyendo, de manera enunciativa mas no limitativa, la ejecución de otras garantías otorgadas en su favor, tales como el remate de los bienes del Contrato de Fideicomiso en Garantía.

7.2 No Renuncia. Cualquier omisión del Nuevo Acreedor Prendario para ejercer cualquiera de sus derechos derivados de este Contrato o el retraso en el ejercicio de dichos derechos, no operará como renuncia por parte de los mismos de dichos derechos, ni el ejercicio parcial del Nuevo Acreedor Prendario de sus derechos derivados de este Contrato precluirá cualquier ejercicio adicional de los mismos o el ejercicio de cualquier otro derecho.

OCTAVA. VIGENCIA; LIBERACIÓN Y TERMINACIÓN.

8.1 Vigencia. Sin perjuicio de lo establecido en la Cláusula 6.2(b), este Contrato de Prenda y la Prenda constituida y/o ratificada conforme al mismo permanecerán en pleno vigor y efecto a partir

de la fecha de celebración de la misma y hasta la fecha en que todas las Obligaciones Garantizadas hayan sido pagadas y cumplidas en su totalidad.

8.2 Liberación de la Prenda y de las Acciones Pignoradas. Sin perjuicio de lo establecido en la Cláusula 6.2(b) de este Contrato, el Acreedor Prendario 2021 y el Nuevo Acreedor Prendario liberarán la Prenda constituida en términos de este Contrato sobre las Acciones Pignoradas, contra el pago y cumplimiento total de las Obligaciones Garantizadas de conformidad con los Documentos del Crédito DIP. Para tales efectos, el Acreedor Prendario 2021 y el Nuevo Acreedor Prendario convienen en celebrar, a solicitud por escrito de los Deudores Prendarios y a cargo y costo de éste, cualquier documento o convenio (proporcionado al Acreedor Prendario correspondiente con 10 (diez) Días Hábiles de anticipación) o tomar cualquier acción adicional razonablemente solicitada por los Deudores Prendarios para que se dé por terminado este Contrato de Prenda sobre Acciones y cancele la Prenda constituida en este Contrato.

NOVENA. MISCELÁNEOS.

9.1 Agente. Las Partes reconocen, acuerdan y convienen que, para todo lo relativo al presente Contrato: (i) el Acreedor Prendario 2021, actúa únicamente en su carácter de Agente de Garantías, por cuenta y para el beneficio de las Partes Garantizadas 2021 de conformidad con los términos y condiciones establecidos en este Contrato y en el Convenio entre Acreedores 2021 y la Orden DIP; y (ii) el Nuevo Acreedor Prendario, actúa únicamente en su carácter de Agente de Garantías, por cuenta y para el beneficio de las Partes Garantizadas DIP de conformidad con los términos y condiciones establecidos en este Contrato y en los Documentos del Crédito DIP y no incurrirán en responsabilidad alguna, ya sea expresa o tácita, en relación con este Contrato o dichos documentos, salvo por lo dispuesto expresamente en esta Cláusula 9.1.

Adicionalmente, ni el el Acreedor Prendario 2021, ni el Nuevo Acreedor Prendario, serán responsables por cualquier omisión en realizar o cumplir con cualquier obligación o responsabilidad conforme al presente Contrato en razón de la ocurrencia de un evento que se encuentre fuera de su control, y que, no obstante lleven a cabo esfuerzos y diligencias razonables, dicho acto no pudiere ser prevenido, evadido o removido (incluyendo sin limitar cualesquier caso fortuito, guerra, revuelta, disturbio local o nacional, desastre natural o cualquier acto de terrorismo).

Ni el Acreedor Prendario 2021, ni el Nuevo Acreedor Prendario, ni cualquiera de sus funcionarios, directores, empleados, representantes, agentes, sub-agentes, abogados, consejeros y asesores, serán responsables ante cualquier Persona por cualquier acción u omisión conforme al presente Contrato o en relación con el mismo, salvo en la medida que las pérdidas fueren causadas directamente por negligencia grave o dolo por parte de los Acreedores Prendarios o por cualesquiera de dichos funcionarios, directores, empleados, representantes, agentes, sub-agentes, abogados, consejeros y asesores, según sea el caso, conforme sea determinado por una resolución definitiva e inapelable emitida por un tribunal competente. Las Partes en este acto liberan, renuncian, excusan y exculpan al Acreedor Prendario 2021 y al Nuevo Acreedor Prendario y a cada uno de sus funcionarios, directores, empleados, representantes, agentes, sub-agentes, abogados, consejeros y asesores por cualquier acción u omisión conforme al presente Contrato o en relación con el mismo, salvo en la medida en que las pérdidas fueren directamente causadas por la negligencia grave o dolo de cualquiera de dichas Personas.

No obstante cualquier otra disposición en contrario contenida en el presente Contrato, cuando se haga referencia en este Contrato a cualquier acto, consentimiento, designación, especificación,

requerimiento o aprobación de, aviso, solicitud u otra comunicación de; u otra instrucción dada o acción a ser realizada o a ser (o no ser) omitida por parte de los Acreedores Prendarios (ya sea expresamente o no, que esté a discreción del mismo), cualquier modificación, renuncia u otra modificación o de otro consentimiento conforme al presente Contrato a ser celebrado (o no ser celebrado por el acreedor prendario correspondiente), o cualquier elección, decisión, opinión, aceptación, confirmación, uso de discernimiento, expresión de satisfacción u otro ejercicio de discreción, derechos o recursos a ser ejercidos (o no ser ejercidos) por parte del Acreedor Prendario 2021 o del Nuevo Acreedor Prendario (cada uno, un "Acto del Acreedor Prendario"), en el entendido que, en todos los casos, se considerará que (i) el Acreedor Prendario 2021 actúa, entrega, retiene, omite, realiza o de otra manera asume y ejerce dicho Acto del Acreedor Prendario (o no asume o ejerce dicho Acto del Acreedor Prendario) según le es instruido de conformidad con el Convenio entre Acreedores 2021 y la Orden DIP, y (ii) el Nuevo Acreedor Prendario actúa, entrega, retiene, omite, realiza o de otra manera asume y ejerce dicho Acto del Acreedor Prendario (o no asume o ejerce dicho Acto del Acreedor Prendario) de conformidad con lo establecido en los Documentos del Crédito DIP.

La presente disposición es únicamente para beneficio del Acreedor Prendario 2021 y el Nuevo Acreedor Prendario y de sus sucesores y cesionarios permitidos, y las demás Partes no estarán facultadas para ejercer cualquier defensa, reclamación o reconvención, ni conferirá cualesquier derechos o beneficios a favor de cualquier otra Parte.

Nada de lo establecido en el presente Contrato requerirá que el Acreedor Prendario correspondiente lleve a cabo cualquier registro, o sea responsable de mantener las garantías que se pretendan constituir conforme a lo establecido en el presente Contrato (salvo por la custodia de cualesquiera Acciones Pignoradas que tenga en su posesión) y dicha responsabilidad será únicamente a cargo de los Deudores Prendarios.

9.2 Modificaciones. Este Contrato no podrá ser modificado, terminado o renunciado en todo o en parte, excepto mediante acuerdo por escrito firmado por cada una de las Partes de este Contrato. En la medida en que lo solicite el Acreedor Prendario 2021 o el Nuevo Acreedor Prendario o que de otra manera sea requerido conforme a la legislación aplicable, cualquier modificación, terminación o renuncia de la totalidad o parte de los términos de este Contrato se firmará o ratificará por cada una de las Partes ante notario público y dicho contrato se inscribirá en el RUG, según sea aplicable.

9.3 Avisos. Todos los avisos y demás comunicaciones entre las Partes con respecto a este Contrato deberán ser realizadas por escrito, en inglés o en español (acompañadas con una traducción al inglés) y deberán ser entregadas ya sea (i) personalmente, (ii) mediante servicio de mensajería especializada (*overnight courier*), (iii) por servicio de mensajería reconocido internacionalmente, (iv) correo electrónico (en cuyo caso surtirá efectos al momento en que las mismas se transmitan y se obtenga confirmación de transmisión), a los domicilios o correos electrónicos que se señalan a continuación:

Deudor Prendario
Braskem Idesa, S.A.P.I.
Blvd. Manuel Ávila Camacho 36 piso 24
Colonia Lomas de Chapultepec
México, Ciudad de México, 11000
México

Atención: Alonso Gómez del Campo Estrada y Gustavo Gindler Sergi
Correo Electrónico: alonso.gomez@braskem.com y gustavo.sergi@braskem.com

Braskem:
Braskem S.A.
[•]
Teléfono: [•]
Correo Electrónico: [•]

Etileno:
Etileno XXI, S.A. de C.V.
Bosque de Radiatas No. 34 Col. Bosque de las Lomas. Alcaldía Cuajimalpa México, Ciudad de México, C.P. 05120 México
Atención: Héctor Javier Monroy Domínguez y/o Mauricio Hajj Slim
Correo Electrónico: Hmonroy@idesa.com.mx; mhajj@idesa.com.mx

BI Servicios:
Braskem Idesa Servicios, S.A. de C.V.
Blvd. Manuel Ávila Camacho 36 piso 24. Colonia Lomas de Chapultepec México, Ciudad de México, C.P. 11000 México
Atención: Alonso Gómez del Campo Estrada y Gustavo Gindler Sergi
Correo Electrónico: alonso.gomez@braskem.com y gustavo.sergi@braskem.com

Acreedor Prendario 2021:
Deutsche Bank Trust Company Americas
1 Columbus Circle, Piso 17
Mail Stop: NYC01-1710
Nueva York, NY 10019
Atención: Administrative Agent Services – Etileno
Correo: jennifer.vandyne@db.com

Nuevo Acreedor Prendario:
TMF Mexico Business Process, S. de R.L. de C.V.
Av. Presidente Masaryk 111, Piso 1,
Col. Polanco V Sección, Miguel Hidalgo
C.P. 11560, Ciudad de México
Atención: Adrian P. Owen y/o Paulina López y/o Veronica Hay Gomez
Correo Electrónico: capital.markets.mexico@tmf-group.com y/o veronica.haygomez@tmf-group.com y/o adrian.owen@tmf-group.com
Teléfono: (52) 55 1102 - 5460

Con copia sin que constituya notificación:

Jones Day México
Av. Paseo de la Reforma 342, Piso 30,
Col. Juárez, Cuauhtémoc,
C.P. 06600, Ciudad México.
Atención: Arturo de la Parra
Correo Electrónico: arturodelaparra@jonesday.com

Todos los avisos y comunicaciones surtirán plenos efectos cuando sean acusados de recibo.

Cualquier Parte podrá, mediante notificación dirigida a las otras Partes, cambiar su domicilio o las personas a quien deban dirigirse los avisos o comunicaciones que se requieran conforme a este Contrato.

9.4 Cesión; Deudor Prendario Adicional.

(a) Este Contrato de Prenda sobre Acciones es vinculante y para el beneficio de las Partes y sus respectivos sucesores y cesionarios permitidos. Los Deudores Prendarios no podrán ceder, transferir, o gravar cualquiera de sus derechos o sus obligaciones conforme al presente Contrato de Prenda sobre Acciones, salvo en caso de transmisión de sus respectivas Acciones Pignoradas correspondientes sujeto a lo señalado en el inciso (b) siguiente.

El Acreedor Prendario 2021 podrá ceder o transferir sus derechos y sus obligaciones conforme a este Contrato de Prenda sobre Acciones a favor de un agente de garantías sustituto únicamente en los términos y condiciones establecidas en el Convenio entre Acreedores 2021.

El Nuevo Acreedor Prendario podrá ceder o transferir sus derechos y sus obligaciones conforme a este Contrato a favor de un tercero (o un agente de garantías sustituto) únicamente en los términos y condiciones establecidas en los Documentos del Crédito DIP.

(b) Si una Persona adquiere la Acción Pignorada Braskem o la Acción Pignorada BI, dicha Persona deberá, ya sea acceder y convertirse en parte del presente Contrato de Prenda sobre Acciones conforme a un Convenio de Adhesión sustancialmente en términos del formato que se adjunta al presente como **Anexo "E"** o celebrar un nuevo contrato de prenda sobre acciones con el Acreedor Prendario 2021 y el Nuevo Acreedor Prendario en los mismos términos a los contenidos en el presente Contrato de Prenda sobre Acciones.

9.5 No Novación. Ni la celebración de este Contrato ni la creación o perfeccionamiento de la Prenda constituyen una novación, modificación, pago o cumplimiento de las Obligaciones Garantizadas, en todo o en parte.

9.6 Ley Aplicable. El presente Contrato estará regido e interpretado de conformidad con las leyes federales de México.

9.7 Jurisdicción. Para cualquier procedimiento que surja o se relacione con este Contrato, las Partes se sujetan expresamente e irrevocablemente a la jurisdicción de los tribunales de la Ciudad de México, México, renunciando expresamente a cualquier otra jurisdicción que les pueda corresponder en razón de su domicilio presente o futuro o por cualquier otra razón.

9.8 Independencia del Clausulado. Las Partes convienen que, en el supuesto de que cualquier disposición de este Contrato resulte ser inválida o ilegal, dicha disposición, en la medida en que lo permitan la legislación aplicable, se tendrá por no puesta y el resto de las disposiciones de este Contrato permanecerán válidas y aplicables.

9.9 Encabezados. Los encabezados que se utilizan en este Contrato son únicamente para efectos de conveniencia en la referencia y no se utilizarán para interpretar las disposiciones de este Contrato.

9.10 Divisibilidad. En caso de que cualquier disposición de este Contrato sea declarada inválida, ilegal o inexigible, dicha disposición será separada del resto del Contrato y la validez, legalidad y exigibilidad de las disposiciones restantes no serán afectadas de forma alguna.

9.11 Impuestos y Gastos. Cada uno de los Deudores Prendarios conviene en pagar, de forma mancomunada (mas no solidariamente) en proporción de sus Acciones Pignoradas, todos y cada uno de los honorarios (incluyendo los honorarios del notario público), costos, gastos e Impuestos adeudados en relación con la constitución, registro, mantenimiento y protección de la Prenda, incluyendo aquellos honorarios, costos, gastos e Impuestos que se generen por la ejecución de sus Acciones Pignoradas respectivas, conforme al presente Contrato de Prenda sobre Acciones.

[HOJAS DE FIRMA SE OMITEN INTENCIONALMENTE]

Anexo "A"

Términos Definidos

"Acción Pignorada BI" significa 1 (una) acción Serie "I", representativa del capital social de BI Servicios, respecto de la cual Etileno XXI es el único y legítimo titular, incluyendo todos y cada uno de los derechos corporativos y económico de o relacionados con la misma.

"Acción Pignorada Braskem" significa 1 (una) acción Serie "A", representativa del capital social del Deudor, respecto de la cual Braskem es el único y legítimo titular, incluyendo todos y cada uno de los derechos corporativos y económico de o relacionados con la misma.

"Acciones Pignoradas" significa, conjuntamente la Acción Pignorada BI y la Acción Pignorada Braskem.

"Acreditantes DIP" tiene el significado que se le atribuye en el Antecedente Vigésimo Tercero del Convenio.

"Acreedor Prendario 2021" significa Deutsche Bank Trust Company Americas, actuando únicamente en su carácter de Agente de Garantías, en representación y para el beneficio de las Partes Garantizadas 2021, en su carácter de acreedor prendario en segundo lugar al amparo del Contrato de Prenda.

"Acreedores del Crédito 2021" significa las instituciones y entidades que, en su carácter de acreditantes ("*Lenders*"), celebraron el Contrato de Crédito 2021, según el mismo sea modificado de tiempo en tiempo.

"Acta de Emisión 2029" significa el acta de emisión ("*Indenture*") celebrada el 2 de diciembre de 2019 entre el Deudor y el Representante de los Tenedores 2029, al amparo de las Notas 2029, según la misma haya sido o sea modificada, adicionada o reexpresada de tiempo en tiempo.

"Acta de Emisión 2032" significa el acta de emisión ("Indenture") celebrada el 20 de octubre de 2021 entre el Deudor y el Representante de los Tenedores 2032, al amparo de las Notas 2032, según la misma haya sido o sea modificada, adicionada o reexpresada de tiempo en tiempo.

"Agente de Garantías" significa Deutsche Bank Trust Company Americas o TMF Mexico Business Process, S. de R.L. de C.V. , según el contexto lo requiera.

"Aviso de Incumplimiento" significa un aviso por escrito por el que Nuevo Acreedor Prendario notifique por escrito a los Deudores Prendarios y al Deudor que de conformidad con los Documento del Crédito DIP ha sido requerido por las Partes Garantizadas ejercer derechos o remedios.

"Complejo Petroquímico" tiene el significado que se le atribuye a dicho término en el Contrato de Fideicomiso de Garantía.

"Contrato de Crédito 2021" significa el Contrato de Crédito ("*Credit Agreement*") de fecha 11 de octubre de 2021, celebrado por el Deudor como acreditado, con Deutsche Bank Trust Company

Americas como agente administrativo, y ciertas instituciones como acreditantes, según el mismo sea o haya sido modificado, adicionado y/o reexpresado de tiempo en tiempo.

"Contrato de Crédito DIP" significa el Contrato de Crédito Superprioritario para Deudor en Posesión ("*Superpriority Debtor-In-Possession Credit Agreement*"), celebrado con fecha 17 de agosto de 2026, entre el Deudor, los garantes que de tiempo en tiempo formen parte del mismo, los Acreditantes DIP, según el mismo sea modificado, adicionado y/o reexpresado de tiempo en tiempo.

"Contrato de Crédito 2025" significa el convenio modificatorio y de reexpresión al contrato de crédito celebrado con fecha 23 de abril de 2025, entre el Deudor, como acreditado, Braskem Idesa Servicios, S.A. de C.V., como garante, y Banco Inbursa, S.A., Institución de Banca Múltiple, Grupo Financiero Inbursa, como agente administrativo, agente de garantías y acreedor, según el mismo sea modificado, adicionado y/o reexpresado de tiempo en tiempo.

"Contrato de Fideicomiso de Garantía" significa el Contrato de Fideicomiso Irrevocable de Garantía y Administración Número F/1611 de fecha 6 de marzo de 2013, suscrito entre el Deudor, Braskem Netherlands B.V., Braskem México Proyectos, S.A. de C.V., Sociedad Financiera de Objeto Múltiple, E.N.R., Etileno XXI, S.A. de C.V., y Grupo Idesa, S.A. de C.V., como fideicomitentes y fideicomisarios en tercer lugar; el Acreedor Prendario 2021, en su carácter de agente de garantías, en representación y para beneficio de las Partes Garantizadas 2021, como fideicomisario en segundo lugar; el Nuevo Acreedor Prendario, en su carácter de agente de garantías, en representación y para beneficio de las Partes Garantizadas DIP, como fideicomisario en primer lugar y Banco Multiva, S.A., Institución de Banca Múltiple, Grupo Financiero Multiva como fiduciario, según el mismo haya sido modificado, adicionado o reexpresado de tiempo en tiempo.

"Convenio entre Acreedores 2021" significa el Convenio entre Acreedores Original, según fue modificado conforme al primer convenio modificatorio al Convenio entre Acreedores y al Segundo Convenio Modificatorio al Convenio entre Acreedores de fecha 20 de octubre de 2021.

"Créditos New Money" tiene el significado que se le atribuye al término "*New Money Loans*" en el Contrato de Crédito DIP.

"Créditos Roll-Up" tiene el significado que se le atribuye al término "*Roll-Up Loans*" en el Contrato de Crédito DIP.

"Día Hábil" tiene el significado que se le atribuye al término "*Business Day*" en el Contrato de Crédito DIP.

"Documentos de la Emisión 2029" significa, conjuntamente, el Acta de Emisión 2029 y las Notas 2029.

"Documentos de la Emisión 2032" significa, conjuntamente, el Acta de Emisión 2032 y las Notas 2032.

"Documentos de las Emisiones" significa, conjuntamente, los Documentos de la Emisión 2029 y los Documentos de la Emisión 2032.

"Documentos del Crédito DIP significa conjuntamente el Contrato de Crédito DIP, la Orden DIP, los Créditos New Money y los Créditos Roll-Up, los Pagarés y todos los documentos, garantías y acuerdos celebrados en relación con el mismo.

"Dólares" significa la moneda en curso legal en los Estados Unidos de América.

"Evento de Incumplimiento" tiene el significado que se le atribuye al término "*Secured Obligation Event of Default*" en el Contrato de Crédito DIP.

"Financiamiento DIP" significa el financiamiento post-solicitud con superprioridad, garantía preferente y derecho de prelación, de múltiples tramos y desembolso diferido ("*superpriority, senior secured and priming multi-tranche, delayed-draw debtor-in-possession facility*"), autorizado mediante la Orden DIP y documentado al amparo del Contrato de Crédito DIP.

"Gravamen" significa cualquier hipoteca, prenda, fideicomiso en garantía, embargo, gravamen, cargo, cesión con fines de garantía u otro gravamen o derecho real de cualquier naturaleza..

"Impuestos" significa cualquier impuesto, contribución, aprovechamiento, retención, deducción, carga u otra responsabilidad fiscal junto con intereses, sanciones, multas o recargos derivados de los mismos, pagaderos a cualquier autoridad gubernamental de conformidad con la ley aplicable, incluyendo cuotas de seguridad social, vivienda o ahorro para el retiro.

"Inbursa" significa Banco Inbursa, S.A., Institución de Banca Múltiple, Grupo Financiero Inbursa.

"LGTOC" significa la Ley General de Títulos y Operaciones de Crédito.

"México" significa los Estados Unidos Mexicanos.

"Notas 2029" significa aquellos valores de deuda garantizados denominados "*Senior Secured Notes*", ofrecidos y emitidos el 2 de diciembre de 2019, mediante oferta privada por el Deudor en los Estados Unidos de América y en otros países conforme a la Regla 144A (*Rule 144A*) y la Regulación S (*Regulation S*) de la Ley del Mercado de Valores de 1933 de los Estados Unidos de América (*U.S. Securities Act of 1933*), por un monto de EUA$900,000,000.00, a una tasa de interés anual de 7.450% y fecha de vencimiento el 15 de noviembre de 2029.

"Notas 2032" significa aquellos valores de deuda garantizados denominados "Senior Secured Notes", ofrecidos y emitidos el 20 de octubre de 2021, mediante oferta privada por el Deudor en los Estados Unidos de América y en otros países conforme a la Regla 144A (*Rule 144A*) y la Regulación S (*Regulation S*) de la Ley del Mercado de Valores de 1933 de los Estados Unidos de América (*U.S. Securities Act of 1933*), por un monto de EUA$1,200,000,000.00 (mil doscientos millones de Dólares 00/100), a una tasa de interés anual de 6.990%, y con una fecha de vencimiento del 20 de febrero de 2032.

"Obligaciones Garantizadas" significa conjuntamente: (i) las obligaciones de conformidad con el término "*Secured Obligations*" en el Convenio entre Acreedores 2021, incluyendo, de manera enunciativa las Protecciones Adecuadas (según los términos "*Adequate Protection Claims*", "*Adequate Protection Liens*", y "*Adequate Protection Obligations*" se definen en la Orden DIP), únicamente respecto de los tenedores de las Notas 2029 ("*2029 Noteholders*") y los tenedores de las Notas 2032 ("*2032 Noteholders*"), según dichos términos se definen en el Convenio entre

Acreedores 2021, e Inbursa, en su calidad de acreedor bajo el Contrato de Crédito 2025 ("*Prepetition Term Loan Credit Agreement*"); y (ii) las obligaciones a cargo del Deudor, así como de los Garantes ("*Guarantors*") derivadas de los Documentos del Crédito DIP; entendiéndose que la prelación, prioridad de pago y aplicación de recursos entre dichas obligaciones será conforme la Orden DIP. En ningún caso las protecciones adecuadas tendrán el mismo rango, prelación de pago o prioridad en la aplicación de recursos que las reclamaciones del Contrato de Crédito DIP ("*DIP Claims*") y los gravámenes del Contrato de Crédito DIP ("*DIP Liens*") del Financiamiento DIP, y por lo tanto, las Protecciones Adecuadas estarán subordinadas a los *DIP Claims* y los *DIP Liens* conforme a la Orden DIP.

"Orden DIP" significa la orden número [•] emitida con fecha 18 de agosto de 2026 por el Tribunal de Quiebras de los Estados Unidos de América para el Distrito Sur del Estado de Texas, División Houston, autorizando al Deudor a obtener el Financiamiento DIP.

"Pagarés" significa cada uno de los pagarés (con la leyenda "no negociable") emitidos por el Deudor como suscriptor a favor de los Acreditantes DIP, en términos de la Sección 2.5 del Contrato de Crédito DIP, como constancia de los desembolsos de los Créditos New Money y los Créditos Roll-Up, incluyendo sus términos de pago, según los mismos sean emitidos, sustituidos, reexpedidos o modificados de tiempo en tiempo.

"Partes" significa los Deudores Prendarios, el Acreedor Prendario 2021 y el Nuevo Acreedor Prendario y sus respectivos causahabientes y cesionarios permitidos.

"Partes Garantizadas 2021" tiene el significado que se le atribuye al término "*Secured Parties*" en el Convenio entre Acreedores 2021.

"Partes Garantizadas DIP" tiene el significado que se le atribuye al término "*Secured Parties*" en el Contrato de Crédito DIP.

"Persona" significa cualquier persona física, persona moral, sociedad, fideicomiso, asociación en participación, sociedad irregular, asociación, autoridad gubernamental o cualquier entidad con personalidad jurídica propia.

"Prenda" tiene el significado que se le atribuye a dicho término en la Cláusula 2.1 del Contrato de Prenda.

"Representante de los Tenedores 2029" significa Deutsche Bank Trust Company Americas, en su calidad de fiduciario de la emisión ("*Indenture Trustee*") al **amparo** del Acta de Emisión 2029.

"Representante de los Tenedores 2032" significa The Bank of New York Mellon, en su calidad de fiduciario de la emisión ("*Indenture Trustee*") al amparo del Acta de Emisión 2032.

"RSA" significa el Convenio de Apoyo a la Reestructura ("*Restructuring Support Agreement*") celebrado con fecha 17 de agosto de 2026, entre el Deudor, Braskem S.A., Braskem Netherlands B.V., Etileno XXI, S.A. de C.V., Inbursa y ciertos tenedores de Notas Preferentes Garantizadas, según el mismo sea modificado, adicionado, complementado o de cualquier otra forma reformado, de tiempo en tiempo.

"RUG" significa el Registro Único de Garantías Mobiliarias, como una sección especial del Registro Público de la Propiedad y del Comercio de la Ciudad de México.

ANEXO "B" DEL CONTRATO DE PRENDA
Acciones Pignoradas

ANEXO "C" DEL CONTRATO DE PRENDA

Asientos en los Libros de Registro de Acciones del Deudor y de BI Servicios

ANEXO "D" DEL CONTRATO DE PRENDA
Formato de Poder a ser Otorgado al Acreedor Prendario

PODER ESPECIAL IRREVOCABLE

En este acto [Braskem S.A.] [Etileno XXI, S.A. de C.V.] (en lo sucesivo, el "Deudor Prendario") otorga un PODER ESPECIAL IRREVOCABLE, tan amplio como en derecho sea necesario, de conformidad con la Cláusula 5.3 del Contrato de Prenda Sobre Acciones de fecha 6 de marzo de 2013, según el mismo ha sido modificado y reexpresado mediante tercer convenio modificatorio y de reexpresión de fecha 18 de agosto de 2026, celebrado entre [Braskem S.A.] [Etileno XXI, S.A. de C.V.], como deudores prendarios; Deutsche Bank Trus Company Americas, actuando únicamente en su carácter de agente de garantías, en representación y para beneficio de las Partes Garantizadas 2021 (según dicho término se define en el Contrato de Prenda Sobre Acciones); TMF Mexico Business Process, S. de R.L. de C.V. , actuando únicamente en su carácter de agente de garantías, en representación y para beneficio de las Partes Garantizadas DIP (según dicho término se define en el Contrato de Prenda Sobre Acciones), como nuevo acreedor prendario (el "Acreedor Prendario"), y , con la comparecencia de Braskem Idesa, S.A.P.I. y Braskem Idesa Servicios, S.A. de C.V. (según ha sido modificado o reexpresado de tiempo en tiempo, el "Contrato de Prenda sobre Acciones"), en términos de los artículos 2554 y 2596 del Código Civil Federal y sus artículos correlativos de los Códigos Civiles de los Estados de la República Mexicana y para la Ciudad de México, en favor del Acreedor Prendario a fin de que el Acreedor Prendario ejerza (a) todos y cualesquiera de los derechos corporativos, económicos y patrimoniales, incluyendo de voto, a convocar asambleas y económicos derivados de, o relacionados con, las Acciones Pignoradas, (b) cualquier derecho económico sobre las Acciones Pignoradas, incluyendo para recibir dividendos (en efectivo, especie y/o en acciones), distribuciones en efectivo de cualquier naturaleza (incluyendo vía reducciones de capital, amortización, reembolso) decretadas, resueltas y/o realizadas, equivalentes en efectivo, valores, instrumentos, derechos sobre acciones y cualquier otro bien o derecho que derive de, se relacione con y/o que de tiempo en tiempo deba ser pagado o sea pagadero a favor del Deudor Prendario o que dicho Deudor Prendario pudiera tener derecho a recibir en relación con las Acciones Pignoradas, y (c) defender a las Acciones Pignoradas contra cualquier reclamación o demanda.

En el ejercicio del poder especial irrevocable que aquí se otorga, y sin perjuicio de la especialidad de las facultades otorgadas, el Acreedor Prendario gozará de todas las facultades necesarias para la realización del objeto del presente poder especial en los términos del artículo 2554 del Código Civil Federal y sus artículos correlativos en los Códigos Civiles de los Estados de la República Mexicana y para la Ciudad de México, con inclusión de todas aquellas facultades generales y especiales que requieran poder o cláusula especial en los términos del artículo 2587 del Código Civil Federal y sus artículos correlativos en los Códigos Civiles de los Estados de la República Mexicana y para la Ciudad de México, así como en los términos del artículo 9 de la Ley General de Títulos y Operaciones de Crédito.

De manera enunciativa más no limitativa, las facultades conferidas en este acto para ser ejercidas por el Acreedor Prendario incluyen las siguientes:

I. Para intentar y desistirse de toda clase de procedimientos, inclusive amparo;
II. Para transigir;
III. Para comprometer en árbitros;
IV. Para absolver y articular posiciones;

V. Para recusar;
VI. Para hacer cesión de bienes;
VII. Para recibir pagos;
VIII. Para presentar denuncias y querellas en materia penal y desistirse de ellas cuando lo permita la ley, y
IX. Para los demás actos que expresamente determine la ley.

El poder otorgado tiene el carácter de irrevocable en los términos previstos por el artículo 2596 del Código Civil Federal y sus artículos correlativos de los Códigos Civiles de los Estados de la República Mexicana y para la Ciudad de México, dado que su otorgamiento está pactado como condición en el Contrato de Prenda sobre Acciones.

Todos los términos con inicial mayúscula no definidos en el presente tendrán los significados que se les atribuye en el Contrato de Prenda sobre Acciones.

El Acreedor Prendario, por conducto de sus apoderados o representantes legales, podrá delegar el presente poder a sus funcionarios o asesores, quienes no tendrán a su vez facultades de delegar el presente poder.

EN TESTIMONIO DE LO ANTERIOR, el presente poder especial se otorga este [•] de [•] de [•].

ANEXO "E" DEL CONTRATO DE PRENDA
Formato de Convenio de Adhesión

CONVENIO DE ADHESIÓN (el "Contrato") celebrado entre [•] (la "Parte Adherente"), representado en este acto por [•]; Deutsche Bank Trust Company Americas, en su carácter de agente de garantías, en representación y para el beneficio de las Partes Garantizadas, como acreedor prendario en segundo lugar (el "Acreedor Prendario 2021"); TMF Mexico Business Process, S. de R.L. de C.V. como acreedor prendario en primer lugar (el "Nuevo Acreedor Prendario") con el reconocimiento de Braskem S.A. y Etileno XXI, S.A. de C.V. (los "Deudores Prendarios Originales" y junto con la Parte Adherente, los "Deudores Prendarios"), y de Braskem Idesa, S.A.P.I. y Braskem Idesa Servicios, S.A. de C.V, de conformidad con los siguientes Antecedentes, Declaraciones y Cláusulas:

ANTECEDENTES

I. Con fecha 6 de marzo de 2013, los Deudores Prendarios Originales, como deudores prendarios, Braskem Idesa, S.A.P.I. como Deudor, el Acreedor Prendario 2021 y Braskem Idesa Servicios, S.A. de C.V. celebraron cierto Contrato de Prenda sobre Acciones (el "Contrato de Prenda sobre Acciones Original").

II. Con fecha 20 de octubre de 2021, los Deudores Prendarios Originales, el Acreedor Prendario 2021, Braskem Idesa, S.A.P.I. y Braskem Idesa Servicios, S.A. de C.V. (las "Sociedades Emisoras"), celebraron cierto convenio modificatorio y de reexpresión al Contrato de Prenda sobre Acciones Original.

III. Con fecha 18 de agosto de 2026, los Deudores Prendarios Originales, el Acreedor Prendario 2021, el Nuevo Acreedor Prendario y las Sociedades Emisoras celebraron cierto convenio modificatorio y de reexpresión al Contrato de Prenda sobre Acciones Original (el Contrato de Prenda sobre Acciones Original, según fue modificado por virtud de dicho convenio, el "Contrato de Prenda sobre Acciones").

IV. [A ser incluido cualquier antecedente relevante]

Los términos utilizados con mayúscula inicial que no sean definidos de otra manera en el presente tendrán el significado que se les atribuye en el Contrato de Prenda sobre Acciones.

DECLARACIONES

[*A ser incluidas*]

CLÁUSULAS

Primera. **Adhesión al Contrato de Prenda sobre Acciones.** Por medio del presente Convenio, la Parte Adherente conviene de forma irrevocable e incondicional en (a) convertirse en una Parte del Contrato de Prenda sobre Acciones como Deudor Prendario con respecto a los [describir los bienes/derechos pignorados], y (b) observar, cumplir y obligarse en términos del Contrato de Prenda sobre Acciones y cualesquier otro documento, según sea aplicable, como si la Parte Adherente fuera una Parte original del Contrato de Prenda sobre Acciones a la fecha de su celebración.

Por virtud de este Convenio, las partes del mismo convienen que, a la fecha del presente, la Parte Adherente será considerada como Deudor Prendario del Contrato de Prenda sobre Acciones, con todas las obligaciones establecidas en dicho Contrato de Prenda sobre Acciones.

La Parte Adherente reconoce que ha recibido de los Deudores Prendario Originales una copia completa del Contrato de Prenda sobre Acciones y demás documentación necesaria y conveniente, y que tiene pleno conocimiento del contenido y alcance legal del mismo.

Segunda. Declaraciones. La Parte Adherente incorpora por referencia, y declara y garantiza a favor del Acreedor Prendario, como propias, todas y cada una de las declaraciones y garantías de los Deudores Prendarios contenidas en la Sección de Declaraciones del Contrato de Prenda sobre Acciones, declarando que cada una de dichas declaraciones y garantías son ciertas y correctas como si las hubiera realizado a la fecha de celebración del presente Convenio.

Tercera. Notificaciones. Para efectos del presente Convenio, los Deudores Prendarios, el Acreedor Prendario 2021 y el Nuevo Acreedor Prendario designan como sus domicilios, aquellos señalados en la Cláusula 9.3 del Contrato de Prenda sobre Acciones. La Parte Adherente designa, para los mismos efectos, el siguiente:

Domicilio: Atención: [•] No. Telefónico [•]

Las disposiciones de la Cláusula 9.3 del Contrato de Prenda sobre Acciones serán aplicables al presente Convenio.

Cuarta. No Novación o Modificación. Las Partes en este acto convienen de manera expresa que este Contrato no constituye novación o modificación alguna al Contrato de Prenda sobre Acciones.

Quinta. Gastos y Costos. Los Deudores Prendarios deberán pagar al Acreedor Prendario correspondiente, cualesquiera gastos y costos razonables y debidamente documentados, incluyendo gastos y costos por honorarios legales incurridos en relación con la elaboración y celebración del presente Convenio.

Sexta. Modificaciones. El presente Contrato no podrá ser modificado sin el previo consentimiento por escrito de cada una de las partes del presente, en el entendido que, cualquier modificación no deberá contravenir ninguna de las disposiciones del Contrato de Prenda sobre Acciones.

Séptima. Ley Aplicable; Jurisdicción. El presente Convenio será regido de conformidad con las leyes federales de México. Para la interpretación, cumplimiento y ejecución de este Contrato, las partes del presente se someten expresa e irrevocablemente a la jurisdicción de los tribunales de la Ciudad de México, renunciando expresamente a cualquier jurisdicción que les pueda corresponder por razón de sus domicilios presentes o futuros o por cualquier otra razón.

[*siguen hoja de firmas*]

EXHIBIT N

Standard Form – Beneficial Owner of Payment

I, _____, in my capacity of [legal representative or corporate Title] of _____ which is entitled to receive interest payments pursuant to the SUPERPRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT, dated as of August 17, 2026 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among Braskem Idesa, S.A.P.I., a *sociedad anónima promotora de inversion*, a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code, as borrower (the "Borrower"), the Guarantors (as defined therein) from time to time party thereto, each a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code, TMF MEXICO BUSINESS PROCESS, S. DE R.L. DE C.V., as collateral agent, and the DIP Lenders (as defined therein) from time to time party thereto, hereby confirm and certify that for purposes of this transaction, _____ is the ultimate beneficial owner of the interest payment made or to be made by the Borrower to _____ under the Loan Agreement.

_____ receives such interest payments for its own account and does not act as an intermediary, nominee, agent, or trustee for any other person or entity.

The tax identification number is [Tax ID Number] and the tax residency for [year] is in [Country of Residence].

Please rely on this confirmation for all applicable tax withholding requirements.

[*Signature Page Follows*]

Sincerely,

By: _____
Name: [Authorized Signatory Name]
Title: [Corporate Title]